Bellevue City Council Meeting
Tuesday, March 16, 2021 6:00 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. Pursuant to the Governor's Executive Orders 20-36 and 21-02, said meeting may be held via video conference, telephone conference, or conferencing by other electronic means. As such, said meeting will be by a virtual meeting and the public may join by calling our Community Relations Department by March 15, 2021 at 402-293-3052 and being provided a link to attend the meeting via GoToMeeting. Said meeting, can be viewed via Facebook Live by visiting the City of Bellevue Facebook page, but no public participation will be allowed or considered via Facebook Live. If any evidence or other documentation is going to be presented to the Mayor and City Council, the documentation needs to be received by the City Clerk no later than March 15, 2021 at 4:00 p.m. The meeting will not be televised live but will be played back on the City of Bellevue's YouTube Channel within a few days of the meeting. The City of Bellevue thanks you for your cooperation during these unprecedented times as we conduct this public meeting in the safest way possible for all those involved.
2. PLEDGE OF ALLEGIANCE / INVOCATION - WILL NOT BE DONE DUE TO MEETING BEING VIRTUAL
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT ***- (Posted in the Entry to the Council Chambers and can also be found online under Nebraska Revised Statutes 84-1407 through 84-1414 as well as the Governor's Executive Orders 20-36 and 21-02).***
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
    a. Approval of the Agenda
    b. Approval of the Consent Agenda ***(Items marked with an (*) are approved where this item is, unless otherwise removed)***
        1. * Acknowledge Receipt of Sidewalk Task Force Minutes for November 4, 2020; December 2, 2020; January 6, 2021; and February 3, 2021.
        2. * Acknowledge Receipt of February 25, 2021 Planning Commission Minutes.
        3. * Approval of March 2, 2021 City Council Minutes.
        4. * Acknowledge Receipt of the Complete Streets Report.
6. * APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
    a. Presentation from Sarpy County Economic Development Corporation on Annual Return of Investment (Andrew Rainbolt)
    b. Proclamation declaring the City of Bellevue as the BEE CITY USA sponsor and designate Green Bellevue as the BEE CITY USA Liaison to facilitate our city's BEE CITY USA program.
8. ORGANIZATIONAL MATTERS:
    a. * Recommendation to approve the 2021-2022 Budget Task Force (City Council President)
9. APPROVED CITIZEN COMMUNICATION: NONE WERE RECEIVED
10. LIQUOR LICENSES:
    a. Recommend approval an application for RIFS Inc. dba "Bellevue Quik and Friendly" for a Class D Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 2220 Avery Road E. Bellevue, and Farrukh Rakhimov as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
    a. Ordinance No. 4026: Request to rezone Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast ¼ of the Southwest ¼ of Section 10, T13N, R13E, of

the 6th P.M., Sarpy County, Nebraska, from AG to RS-120 for the purpose of residential development. Applicant: HBC Homes. Location: 2116 Fairview Road. (Planning Manager)

1. Request to preliminary plat Lots 1 and 2, Figgyland Overlook.
2. Request to final plat Lots 1 and 2, Figgyland Overlook.

12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4029: An ordinance to amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new section 19-83 regarding prohibition of engine braking. (Public Works Director)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Public hearing on the CDBG 2019-2020 Consolidated Annual Performance and Evaluation Report. (CDBG/ Finance Department)

1. Resolution No. 2021-07: Resolution authorizing the submission of the consolidated annual performance evaluation report for the 2019-2020 Community Development Block Grant Program Year to U.S. Department of Housing and Urban Development and authorize Mayor to sign. (CDBG/Finance Director)

15. RESOLUTIONS:

a. Resolution No. 2021-08: A resolution to approve and authorize the Mayor to sign a Bond Reimbursement for 2021 Paving Improvements $10,000,000.00. (Public Works Director/Finance Director)

b. Resolution No. 2021-09: A resolution approving and authorizing the Mayor to sign the resolution and the Construction Engineering Services Agreement - BK2105 with Olsson for the 36th St., N-370 - Sheridan Project (MAPA-5061(5), Control No. 22276), in an amount not to exceed $8,200.00. (Public Works Director)

16. CURRENT BUSINESS:

a. * Approval of the First Amendment to the Redevelopment Agreement and Promissory Note for MRES Ascend Holdings, LLC (South Woods) (Planning Manager)

b. Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Willabees Barbershop for the Building and Facade Improvement Project, in an amount not to exceed $12,000.00. (CDBG Program Specialist/Finance Director)

c. Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Bellevue Volunteer Fire and Rescue, Inc., for the Fire Hall Facility Upgrade Project, in an amount not to exceed $19,439.00. (CDBG Program Specialist/Finance Director)

d. Approve and authorize the Mayor to sign the agreement with Van Winkle Construction Services, LLC., (dba Lakeview Construction) for the 2021 Concrete Projects, in the amount of $638,259.00 plus a 10% contingency of $63,825.90, for a total project cost of $702,084.90. (Public Works)

e. Approve and authorize the Mayor to sign the agreement with DC Electric/Heartland Lighting, Inc. for the Police Gun Range Electrical Repairs Project (FEMA), in the amount of $8,182.00. (Public Works)

f. Approve and authorize the Mayor to sign the Agreement with Bellevue Junior Sports Association for an annual maintenance fee, in exchange for use of park beginning September 1st through November 1st, if approved BJSA will pay $1200.00 to the City annually. (Public Works Director)

g. Approve and authorize the Mayor to sign the Lease Agreement with Bellevue University for temporary library relocation during the renovation at their facility at 1003 Lincoln Rd. beginning 03/16/2021 - 01/31/2022. (Administration)

h. Approve Agreement with the Bellevue Community Foundation to help fund a Community Festival from the Community Betterment Fund, in an annual amount of $50,000. (Community Relations Director)

i. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with Trails Have Our Respect (THOR), to provide volunteer assistance to the Parks Dept. for

maintenance of trails within Jewell Park and Swanson Park. (Public Works Director / Deputy Director of Parks and Recreation)

j. Approve & authorize the Mayor to sign the Agreement with Alfred Benesch & Company for Construction Engineering Services with Benesch - 2021 Overlay Projects, in an amount not to exceed $47,956.00. (Public Works Director)

k. Approve & authorize the Mayor to sign the Agreement with Alfred Benesch & Company for Construction Engineering Services for the 2021 Concrete Projects, in an amount not to exceed $77,952.00. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly reports are given at the first Council Meeting of every month - March report will be attached to April 6th Council packet).**

18. CLOSED SESSION:

19. ADJOURNMENT

Sidewalk Taskforce Minutes

11.4.2020 #1

Those Present:

Kathy Welch
Tahnee King
Bree Robbins
Ken Clary
Mike Christensen
Dean Dunn
Rusty Hike
Jim Ristow
Paul Cook
Don Priester
Tammi Palm
Joey Bockman

Discussion began regarding why we needed a Taskforce.

- There has been talk about sidewalks for a long time
- Clear up policies, practices and who manages
- Talk about sidewalk districts and how it impacts citizens (costs, etc.)
- Discussions on how to proceed to get sidewalks upon the sale of property
- How to apply sidewalk installation on each side of the street

Discussion began regarding existing ordinances and code.

- We have a sidewalk district ordinance
- 2018 sidewalk district will need to be repealed and we will have to do a new one if we wish to pursue. Issues with publication.
- There was a draft ordinance regarding installation of sidewalks upon the sale of property.
    - Kathy inquired into "how do we regulate and monitor"
    - Is there a negativity of having to put a sidewalk in if you buy in Bellevue?
    - Tahnee stated that no other city in Nebraska that we know of has ordinance as proposed.
- We have code regarding if there is a repair on a home – you need to install a sidewalk. This is handled through Permits.
    - Mike provided update on permitting and progress. They can request waivers.
    - Should we establish policy guidelines in re: waivers

Other discussions began.

- Dean discussed sidewalk map and districts. The map was created by our prior PW Director on google maps. The map shows division into 6 sections and used natural landmarks for dividing lines. There are 2.89 million sq. ft. of estimated land with no sidewalks.
- Kathy discussed paving districts for roads, sewers, etc. in some of the rural districts.
- Don mentioned that the divisions on the map are not proportional as to "no sidewalks"
- Kathy said if we do sidewalk districts, we may need a consultant to come assist with surveys, etc.
- Kathy/Joey – discussed concerns for those that cannot afford it will probably be the most affected by this, how do we deal with this?
- Don mentioned that we could look at other funding sources:
    - CDBG
    - Additional bidders
    - Grants
    - Other options, etc.
    - Safe routes to school

  Who is going to look at these funding options?

Sidewalk District conversations began.

- Kathy inquired as to how we determine which side of the street a sidewalk needs to go on. If on one side and not the other, who pays? Who is assessed?
    - LEGAL WILL REVIEW "BENEFITTED LAND" ANALYSIS AND WHO WE ASSESS TO IF SIDEWALK ONLY ON ONE SIDE AND PROVIDE AT NEXT MEETING.
- What is the goal?
    - Kathy – sidewalk at least on one side of every street
    - Don – look at around schools first, etc.
    - Don – maybe create a point system for ranking
- Kathy – maybe identify a district first
    - Then look at schools in that district first
    - Notify homeowners on priority and give them a heads up on who pays, etc.
    - Rich may need to be involved.
- Tammi – mentioned that a one size fits all approach has already been a problem. Each section will change regarding what is needed. For example – Olde Town is more of a grid whereas Boulevard is more challenging. We also have to look at "rural" as not all areas have street improvements.
- Joey – The spirit is the safety of pedestrians. There will be issues if we have a sidewalk, then a split, then a sidewalk, etc.
- Dean – look at criteria if "technically unfeasible" to put in sidewalk. Example: height of retaining walls, etc.
- Kathy mentioned there are many businesses with missing sidewalks. Should this be a priority?
- Kathy discussed ADA being a priority.
- Paul has concerns about long term items because the council changes. Districts may be hard because of changes in the city. Should we look at schools first? Paul also discussed

that Cities require bonding for local people to bid and complete the work and local people cannot always afford this because of bonding requirements. Could we possibly look at this and maybe open up opportunities?

- Vision/Goal – one sidewalk on at least one side of each street in places that are improved.
- Paul – we should look at current conditions of sidewalks and look at enforcement, etc.
- Don – wants to look at ADA and what funding is available. Look at around schools and what funding is available. Additionally, on City owned property, should we set an example and get sidewalks. Don would like to see a priority system and criteria outlined.
- We need to consider standards and new guidelines. What are the requirements for what/where. The majority of Bellevue = 4ft however new subdivisions are 5ft.
- Mike – inquired into whether we could force a sidewalk that goes into landowner private property line?
- There was a desire to adopt an ordinance so that it is enforceable if administration changes.
- There may be MAPA grants or EDA Grants available. Who will be assigned to review those items?
- Kathy wants to create districts so that it is worthwhile for a contract and also the residents. Kathy will talk to Rich regarding helping those with lower incomes.
    - Rusty- Maybe they could apply for annual help to pay the assessment?

Attached to these minutes please find the following:

1. Sidewalk grants available for City of Bellevue
2. Safety of Pedestrian and Bicycle Traffic in a Motor Vehicle Environment

Next meeting is currently scheduled for Wednesday, December 2, 2020 at 2:00 p.m.

These minutes were typed and provided by Bree Robbins on 11.24.2020.

SIDEWALK GRANTS AVAILABLE FOR CITY OF BELLEVUE

Safer Routes to School - Safe Routes program is designed to help schools and communities build and promote kid-friendly routes, so kids are able to walk and bike to school. The grants, benefiting elementary and middle school students, are divided into two categories: infrastructure (sidewalk and street crossing improvements, traffic diversion and bicycle facilities) and non-infrastructure (promotional materials, student bicycle and pedestrian safety education sessions). No forecasted upcoming announcements for grant opportunity.

FAST Grants - The FAST Act created a set-aside of Surface Transportation Block Grant program funding for the transportation alternatives (TA). 80:20 Cost share. Expected grant announcement mid-2021. These set-aside funds include all projects and activities encompassing a variety of smaller-scale transportation projects including construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

Safety of Pedestrian and Bicycle Traffic in a Motor Vehicle Environment

BY CHIEF KEN CLARY

According to the National Highway Traffic Safety Bureau (NHTSA), during the calendar year of 2017; there were 5,977 pedestrians who lost their lives on city streets and highways nationally. That equates to nearly one death of a pedestrian due to a traffic crash every 88 minutes.[1] Beyond that significant loss of life, there were an estimated 137,000 pedestrians who were struck by vehicles who were treated in emergency departments with crash-related injuries of a non-fatal nature during that year.[2]

When you break that down by trip (pedestrian versus vehicle trip) – pedestrians are roughly 1.5 times more likely than vehicle passengers to be killed in a car crash.[3]

Although the 2019 crash data has not been certified by NHTSA as of this writing, the Governors Highway Safety Association (GHSA) predicts that 6,590 pedestrian fatalities occurred in 2019, the highest number in more than 30 years.[4] That equates to a 5% increase over the previous year. (Utilizing the same proportion of pedestrians killed to hospitalization from 2017 – this would equate to over 150,000 pedestrians hospitalized in 2019.)

GHSA's annual "Spotlight on Highway Safety" examines state and national trends based on available preliminary data. According to this data – over the past 10 years, the number of pedestrian fatalities on our nation's roadways has increased by more than 50%. Furthermore, pedestrians are projected to account for 17% of all traffic deaths in 2019, compared to 12% in 2009.[5]

Beyond pedestrian crashes, bicycle versus vehicle crashes accounted for the death of 857 bicyclists in the United States in 2018.[6] Bicycle trips only equate to approximately 1% of all trips in the United States annually,[7] however bicyclists face a higher risk of crash related injury and/or death than occupants in motor vehicles.[8] According to the Center for Disease Control, 157,759 bicyclists were hospitalized due to being struck by a vehicle on a roadway in 2018.[9]

Combining these two categories of crashes – along with the physical and economic impact associated – highlights the need to establish the most comprehensive safety plans possible to ensure our most vulnerable travelers are protected.

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[1] National Highway Traffic Safety Administration. Traffic Safety Facts 2017 Data: Pedestrians. U.S. Department of Transportation, Washington, DC; 2019. Available at https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/812681.

[2] Centers for Disease Control and Prevention. WISQARS (Web-based Injury Statistics Query and Reporting System). Atlanta, GA: US Department of Health and Human Services, CDC; 2015. Available at http://www.cdc.gov/injury/wisqars.

[3] Beck, L.F., Dellinger, A.M., & O'Neil, M.E. (2007) Motor Vehicle Crash Injury Rates by Mode of Travel, United States: Using Exposure-Based Methods to Quantify Differences. American Journal of Epidemiology, 166(2), 212-218.

[4] https://www.ghsa.org/resources/news-releases/pedestrians20#:~:text=More%20than%206%2C500%20Pedestrians%20Killed,in%20more%20than%2030%20years.

[5] https://www.ghsa.org/publications/spotlights

[6] National Highway Traffic Safety Administration. Bicycle Safety. U.S. Department of Transportation, Washington, DC; 2019. Available at https://www.nhtsa.gov/road-safety/bicyclists

[7] Pucher J, Buehler R, Merom D, Bauman A. Walking and cycling in the United States, 2001–2009: Evidence from the National Household Travel Surveys. Am J Public Health 2011;101(S1):S310-S317).

[8] Beck LF, Dellinger AM, O'Neil ME. Motor vehicle crash injury rates by mode of travel, United States: using exposure-based methods to quantify differences. Am J Epi 2007;166:212-8.

[9] Center for Disease Control (2020). Overall Pedal Cyclist - Traffic Nonfatal Emergency Department Visits. Retrieved from https://webappa.cdc.gov/cgi-bin/broker.exe

CITY OF BELLEVUE
SIDEWALK TASK FORCE MEETING #2
Meeting Minutes

A monthly regular sidewalk task force meeting of the City of Bellevue was called to order by Councilwoman Kathy Welch on the 2nd day of December, 2020, commencing at 2:03 p.m.

Attendees

Name, Title	Chief Ken Clary	Joey Bockman, Code Enforcement
Kathy Welch, Council Member	Don Preister, Council Member	Mike Christiansen, Permits
Jim Ristow, City Administrator	Tammi Palm, Planning	Bree Robbins, City Attorney
Paul Cook, Council Member	Dean Dunn, Public Works	

Not Present: Mayor Rusty Hike

Approval of Minutes

Motion was made and seconded to approve minutes from sidewalk task force meeting held November ___, 2020. All attendees voted yes; voting no: none; absent: Mayor Hike. Motion carried.

Discussion Topics

1. Pedestrian Fatalities and Injuries on Roadway Report

Chief Clary led meeting with discussion regarding department report that was run with regards to pedestrian fatalities and injuries on a roadway and whether there was a sidewalk or not. The report indicates a very low number of pedestrian fatalities and injuries due to no sidewalks existing.

Councilman Cook commented regarding report and independent research he conducted regarding school-age children walking to/from school and whether the children got hurt with or without sidewalk present. Nothing indicated from his research that children have been injured as a direct result of no sidewalks existing.

Councilman Preister commented as to being fortunate for having low statistics, but what the report does not show and should be considered is the quality of life, the comfort level and the security that people have or don't have without sidewalk and how many people drive their children to school because there isn't a sidewalk. Councilwoman Welch concurred and provided example relating to her neighborhood.

2. Funding for Sidewalks

Councilwoman Welch presented a HUD map that identifies low- and moderate-income areas within the City of Bellevue that would qualify for CDBG funding that would 100% pay for the sidewalks. The committee may apply for the funding. Councilwoman Welch further presented that Abby has offered to assist the committee with the CDBG funding and grant writing until the City decides to hire a grant writer. Councilwoman Welch made comment that it would be interesting to identify which areas on the HUD map don't have sidewalks. Discussion was had regarding Safer Routes to School grant and FAST grants and their availability. Currently, there is no more funding for 2020, but inquiry will be made if/when future funding will be available for those two grants. Further discussion was had regarding the City purchasing manual and whether revisions should be made to reduce bond amount for contractors for jobs under a certain dollar value to install sidewalks. City Administrator Jim Ristow commented that it can be discussed.

3. Does an issue actually exist with sidewalks?

Councilman Cook questioned the task force members as to if there exists a problem with sidewalks? Is there a need? Are people in danger? Do the benefits of installing sidewalks outweigh the negatives? Councilman Cook identified current ordinances and requirements in place that are triggered and requires a homeowner to put in a sidewalk, should one not exist. Councilman Cook recommended developing a program where the cost of the sidewalk could be paid in part by the City and if a resident met certain requirements, in part by the resident.

Councilman Preister responded that the answer is in statute that requires every homeowner to install sidewalk and many don't comply. The issue presented is affordability and grants are available such as CDBG and the betterment fund. Councilwoman Welch inquired when statute was written. City Attorney to provide.

Councilman Cook further responded that having an ordinance requiring a sidewalk is an issue. It can be addressed with existed statutes and ordinances.

4. Survey to Residents via Direct Mail & Prioritization of Areas Needing Sidewalks

City Attorney Bree Robbins offered her opinion to task force as a single mother with two kids, not as City Attorney. City Attorney suggested a survey go out to the community as to if it is important to them to have sidewalks. Councilwoman Welch and Councilman Preister both concurred. Tammi Palm offered opinion that the issue remains that all citizens want a sidewalk, but no one wants to pay.

City Administrator Jim Ristow recommended to prioritize where the largest area that the problem may exist and is lacking any sidewalk and thereafter survey by direct mail only as a way to get valid response from homeowners. No social media. Mr. Ristow also made recommendation to take one sector at a time. Target an area, walk it through one at a time. Create a ten-year plan to accomplish all areas eligible for CDBG. Councilwoman Welch agreed.

5. Identification of Nuisance Sidewalks in Areas – Process

Councilwoman Welch requested Mr. Bockman explain Code Enforcement process for identification of a nuisance sidewalk. Mr. Bockman explained citizen complaint driven process. Mr. Bockman also clarified that his department handles only snow removal of sidewalks. If a complaint is received that is in regard to sidewalks in disrepair, those complaints are forward to Dean Dunn, Interim Public Works Director.

Councilwoman Welch thereafter requested Mr. Dunn explain his process once he receives a complaint. Mr. Dunn explained that once a complaint is received, Public Works will go out and inspect or verify what the complaint is and that it's valid. If valid, they will send a letter to the property owner with description of repair and affording a certain number of days to repair. Public Works will reinspect after days lapse and if the repairs are not done, then they note. They then combine list of property owners that have not complied and put before council to have repairs ordered. If council orders repairs, the property owner is afforded 30 days to do repairs. If not completely, the City completes the repairs and assesses the cost to the owner. Councilman Preister made comment that if that is the process, public works does not exercise option very much.

Councilwoman Welch inquired if the citizens of Bellevue are aware of this process? Mr. Dunn indicated there is a lack of education about complaint process and suggested updating the City website as a way to educate the citizens about process.

Councilwoman Welch inquired with Mike Christensen if the Permits & Inspection Department is looking at sidewalks when issuing permits? Mr. Christensen indicated that his department handles new construction and remodels. Citizens are required to put in sidewalk with new construction and remodels when adding additional square footage. Task force thereafter agreed that areas two, three and four on map would be priority areas for direct mailings.

6. Installation of Sidewalks: Both Sides or One

Councilwoman Welch advised task force that a recommendation is required if sidewalks should be installed on only one side or both. Mr. Ristow cautioned against only one side unless there is a legitimate reason not to install sidewalk.

7. Housekeeping Matters

Councilman Preister made recommendation that it should be clarified to which member of the taskforce is assigned a certain task and next steps. Councilwoman Welch advised that the next steps prior to next meeting is contacting Abby and inquiring what needs to happen to utilize CDBG funding now that the committee has identified potential target areas. Councilwoman Welch will be handling this task and further discussing with Abby other grants that may be available. Thereafter, the responsibility will be assigned to someone else to work on the actual grants.

Discussion was had regarding target areas for the sidewalks between Councilwoman Welch, Councilman Preister and Tammi Palm meeting certain criteria. Councilwoman Welch advised that that criteria is being refined. City Attorney recommended a checklist from each department of what that department believes the criteria should be.

Councilwoman Welch advised the task for each member for next meeting is to come prepared with a list of criteria each department thinks would be beneficial. Further, Councilwoman Welch advised each member to come prepared with a list of potential question to include on the survey that will be sent out to citizens of Bellevue. Next sidewalk task force meeting is scheduled for January 6, 2021 at 2:00 p.m.

Adjournment: 2:58 p.m.

CITY OF BELLEVUE
SIDEWALK TASK FORCE MEETING #3
Meeting Minutes

A monthly regular sidewalk task force meeting of the City of Bellevue was called to order by Councilwoman Kathy Welch on the 6th day of January, 2021, commencing at 2:11 p.m.

Attendees

Name, Title		
Kathy Welch, Council Member	Don Preister, Council Member	Mike Christiansen, Permits
Jim Ristow, City Administrator	Tammi Palm, Planning	Bree Robbins, City Attorney
Paul Cook, Council Member	Dean Dunn, Public Works	Joey Bockman, Code Enforcement

Not Present: Mayor Rusty Hike
Chief Ken Clary

Approval of Minutes

Motion was made and seconded to approve minutes from sidewalk task force meeting held December 2, 2020. All attendees voted yes; voting no: none; absent: Mayor Hike and Chief Clary. Motion carried.

Discussion Topics

1. Funding for Sidewalks

Councilwoman Welch led meeting with discussion regarding the status of CDBG dollars that can be utilized to pay for sidewalks. After discussion with Abby, Councilwoman Welch was informed that the application cycle for CDBG funds starts February/March. Final requests are due by April. It is the responsibility of the Public Works department to work with Abby to submit CDBG application. The application will require a defined project area and budget.

Councilwoman Welch requested that Mr. Dunn provide detailed map of area 2, 3 and 4 as previously identified in prior meeting. Councilman Cook made comment that he drove the areas 2, 3 and 4 and observed that there is great inconsistency as to homes that do and those that do not have sidewalks. It is his opinion that several hundred homes may require sidewalk.

Discussion was had as to how the task force should prioritize and phase the sections within areas 2, 3 and 4 that require sidewalk. Councilman Preister suggested the following:

a. Utilize CDBG funds for areas around schools and parks
b. ADA
c. City owned

City Attorney provided opinion that the City should create a sidewalk district within areas 2, 3 and 4 and levy cost against homeowner to at the minimum install sidewalk on at least one side of street. Councilwoman Welch inquired with Mr. Dunn if City is able to submit CDBG application vaguely defining a certain area within the City and an estimate as to the cost? If the application is approved, can the City thereafter decide specifically how to spend awarded funds and where to place the sidewalks? Mr. Dunn was of the opinion that the City may do so. Councilwoman Welch stated that it is her opinion that the application is submitted for CDBG funds for sidewalks.

Councilwoman Welch stated she is in opposition to creating a sidewalk district and does not a citizen to have to pay for a sidewalk. She does not want a citizen to have to choose between a sidewalk bill and paying for a prescription.

2. Survey to Residents via Direct Mail

Councilwoman Welch next discussed the survey that will be sent to each homeowner within the defined areas. Councilman Cook inquired if the survey should be mailed to the owner or the renter? Those All homeowners within defined area or only those without sidewalk? Councilwoman Welch clarified that the survey should go to all homeowners. They should not be mailed to renters. Councilman Cook next made suggestions as to what questions should be included on the survey. The questions included:

a. Do you want a sidewalk?
b. Who should pay for sidewalk?

Mr. Bockman suggested the following questions for the survey:

a. Do you have sidewalk? Yes or No
b. Is it in good repair?
c. Would you be willing to participate in cost sharing? Yes or No
    i. If yes, provide tiered $$ amount that owner is willing to pay.

Councilwoman Welch confirmed that the surveys would be mailed with return envelope. Mr. Dunn will pull the addresses for areas 2, 3 and 4. City Attorney recommended Scantron as method for data collection and way to receive survey results. Councilwoman Welch was of opinion that the task of tracking survey results would be small task that could be handled internally. She requested Mr. Dunn identify how many homes would receive a survey and thereafter discuss, if necessary, if it would not be feasible to handle internally. Discussion continued as to who would be responsible for drafting the survey questions. After short discussion it was determined that Councilman Preister & Councilman Cook will work together and draft survey questions. They will email to Councilwoman Welch once complete and she shall review and email to taskforce.

3. Local Contractors & Bonding

Councilman Cook inquired with City Attorney if local contractors are afforded the opportunity to do the concrete work. City Attorney confirmed that they may do the work provided that they are bonded. Mr. Christensen confirmed that contractors are required to have bond. Councilman Cook expressed concern that local contractors may not be able to afford bond and inquired if insurance would suffice? Mr. Christensen stated that bond cost is based off od bid amount. The lower the cost of project, then the lower the cost of bond. Mr. Christensen recommended small packages for bids, thus lowering the cost of the bond.

4. Housekeeping Matters

Councilwoman Welch next advised assigned tasks and next steps to the task force. The CDBG application will be submitted by the Public Works department. Abby will assist Mr. Dunn with the application. Further, the survey will be sent out to all residents in the areas 2, 3 and 4. Councilman Cook and Councilman Preister will type up survey questions. During the next task force meeting the members will discussion all the questions to include on the survey and send. Councilwoman Welch with calendar the meeting for February in the coming days.

5. ADA Status

A brief discussion was had regarding ADA compliance. Councilman Preister expressed concern regarding ADA compliance. Mr. Dunn commented that he has "live inventory" of areas that are ADA compliant and that when construction starts, if an area is not ADA compliant, one would be required to be installed. Councilman Preister also requested an updated ADA report. Mr. Dunn shall same to Mr. Preister.

Adjournment: **2:54 p.m.**

CITY OF BELLEVUE
SIDEWALK TASK FORCE MEETING #4
Meeting Minutes

A monthly regular sidewalk task force meeting of the City of Bellevue was called to order by Councilwoman Kathy Welch on the 3rd day of February, 2021, commencing at 2:06 p.m.

Attendees

Name, Title		Rusty Hike, Mayor
Kathy Welch, Council Member	Don Preister, Council Member	Ken Clary, Chief of Police
Jim Ristow, City Administrator	Tammi Palm, Planning	Mike Christiansen, Permits
Paul Cook, Council Member	Dean Dunn, Public Works	Bree Robbins, City Attorney

Not Present: Joey Bockman, Code Enforcement

Approval of Minutes

Motion was made by Councilman Cook and seconded by Councilman Preister to approve minutes from sidewalk task force meeting held January 6, 2021. All attendees voted yes; voting no: none; absent: Joey Bockman. Motion carried.

Discussion Topics

1. Sidewalk Requirements

Councilwoman Welch led meeting with discussion regarding sidewalk requirements per statute and ordinance. As a matter of follow up, Councilwoman Welch inquired if the City Attorney had opportunity to research statutes regarding sidewalk requirements. City Attorney advised that there are no such statutes. Tammi Palm reported that there is a sidewalk requirement located within a subdivision agreement with developer or if developer is sub-dividing a subdivision. Further, a developer is required to construct sidewalk along vacant lot if not sold within six years. Mike Christensen reported that per city ordinance if there is new construction of a building or if adding square footage the owner is required to put in a sidewalk if one does not exist.

2. Survey to Residents via Direct Mail

Councilwoman Welch next began discussion regarding the survey that will be sent to each of the homeowners within areas 2, 3 and 4 as defined in previous meetings. Councilwoman Welch requested that Councilman Cook update the task force as to the status of survey questions. Councilman Cook advised that he and Councilman Preister worked together and drafted several survey questions. After drafting they met with Administrator Ristow and Councilwoman Welch regarding the survey questions. Councilman Cook presented the task force with a copy of the proposed format and survey questions to be mailed. He also inquired with the City Attorney if the survey should include current ordinances regarding sidewalks on bottom. The City Attorney advised against. Councilman Cook thereafter requested additional input from the task force members.

Chief Clary responded that he conducted research regarding surveys in general and is of the opinion that the survey as written may be problematic given the lack of anonymity of the survey and that the questions asked do not provide the type of information required to quantify any results. He recommended making survey anonymous as it may increase response rates and to "tag" or "code" the bottom of the survey to make identifiable to define area in which the survey was received. He also recommended that it be revised to be able to measure the results.

Discussion continued between task force members regarding changes to survey questions regarding the proposed changes of Chief Clary. After discussion it was determined that the following changes will be made:

a. The survey will be anonymous.

b. A question will be added regarding potential cost to homeowner as to what percentage a homeowner would be willing to pay combined with the grant money the City may receive.

c. The question pertaining to cost will list different percentage rates for homeowner to simply check.

d. The survey will have a code included to identify the area in which responses are being received.

e. The survey will be changed to include units of measurement for each of the questions. Example: "How important are sidewalks to you and your family?" Have scale 1-10. Example: "What percentage of time when outdoors do you and/or your family utilize sidewalks?

f. The survey will not include current ordinances regarding sidewalks.

Next discussion was had regarding the return of the surveys. Councilwoman Welch confirmed that the surveys should be mailed with return envelope to all residents as defined in areas 2, 3 and 4. According to numbers provided by Mr. Dunn, 1,240 surveys will be mailed. All members present were in agreement.

3. Survey Responses

Councilwoman Welch next began discussing methods that may be utilized to get the most survey responses. Administrator Ristow advised that receiving 20% overall would be an ideal result. Chief Clary recommended something on front that would capture their attention to open. City Attorney recommended to provide an email address to email back the survey. After discussion was had it was agreed that the survey will include an email address to email the survey back to City and some sort of phrasing on the front to capture the attention of the resident.

4. CDBG Grant Application

Discussion next led into the CDBG grant application and its requirements. Mr. Dunn and Councilwoman Welch confirmed that the Public Works Department will complete the application and that it is only necessary to define a particular section when requesting grant funds. That once survey responses are received, the task force will be able to measure the response rates and determine the order of importance within areas 2, 3 and 4. It was further clarified that the City will be requesting CDBG grant dollars regardless of response rates. The responses will significantly help with grant request for following year. Councilwoman Welch also discussed the amount of grant dollars that would be requested. Mayor Hike stated that usually you request ½ of the total estimated cost of project. After discussion it was determined that ½ of the estimated cost would is 175k with all members agreeing.

5. Additional Survey Changes

Additional discussion ensued regarding changes to the survey. Chief Clary provided statistics as to response rates. Councilwoman Welch summarized prior discussion regarding survey changes and in doing so additional changes were proposed to include a deadline for return and if the reverse side should be Spanish. All members were in agreement that a deadline should be provided and the survey should be printed in English and Spanish. Chief Clary emphasized the need to be able to quantify the survey results that are received. Qualitative items should be omitted as the "why" is not relevant. Mr. Dunn suggested a question be included that asks there is a member of the household that has a disability.

6. Housekeeping Matters

Councilman Cook will make changes to survey to include all changes. Chief Clary will assist Councilman Cook. Next meeting will be held on March 3, 2021. Time is to be determined. Invites will be sent. City Attorney advised that Legal has a conflict and may not be present.

Adjournment: 3:03 p.m.

MINUTE RECORD

Pursuant to the Governor's Executive Order 20-36, on Thursday February 25, 2021, at 7:00 p.m. the Bellevue Planning Commission meeting was held via video conference. Upon roll call, present were Commissioners Casey, Perrin, Aerni, Ackley, Hankins, Cutsforth and Jacobson. Absent were Cain and Ritz. Also present were Tammi Palm, Planning Manager, and Angela Curry, Assistant Planning Manager.

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

Cutsforth announced the Open Meetings Act pursuant to the Governor's Executive Order 20-36, and said the meeting may be held via videoconference, telephone conference, or by conferencing by other electronic means. As such, said meeting will be a virtual meeting and the public may join using Facebook live via the City of Bellevue's Facebook page.

Motion was made by Hankins, seconded by Jacobson, to approve the minutes of the January 28, 2021 regular meeting as presented. Upon roll call, all voted yes. Motion carried unanimously.

Cutsforth asked if there were any updates or additions to staff reports. Palm advised there were updates. She stated several emails were received regarding the public hearing item to rezone Tax Lots 6A1A and 9A4A1. Palm stated an email in opposition was received from Daniel Schmit, Deer Creek Realty & Management and another letter was received from Jerry Kassebaum in opposition to the public hearing item. She said an email was received from the applicant, Fisher Easterling, requesting a continuance to the March 25, 2021, Planning Commission Meeting.

Motion was made by Casey, seconded by Aerni, to accept into the record all staff reports, attachments, memos, and handouts regarding each application. Upon roll call, all present voted yes. Motion carried unanimously.

PUBLIC HEARING was held on a request to rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from BG to RG-20 for the purpose of a residential group home facility. Applicant: i3, LLC. General Location: 601 Chateau Drive. Case #: Z-2012-17.

Custforth asked staff if the applicant was present. Palm stated the applicant was not present. She stated, as previously mentioned Mr. Fisher Easterling on behalf of the applicant i3, LLC is requesting no action be taken by the Planning Commission and the item be continued to the March 25, 2021, Planning Commission Meeting.

Cutsforth explained the public hearing procedures.

Perrin asked staff if it was necessary to have a public hearing now, with the possibility of a continuance. Palm stated since the item is on the agenda as a public hearing it is required to be opened as such.

Perrin asked staff if there was a limit to the applicant's requests for a continuance and what would be the process if the continuance were denied. Palm stated typically when an applicant requests a continuance it is granted; however, the Planning Commission votes whether or not to grant the continuance.

Jerry Kassebaum, 6821 Glass Ridge Drive, Lincoln, NE, stated before retiring he visited several Nebraska group homes. He believes if this company from out of state is allowed to have a group home in Bellevue they will bring in occupants from out of state. Kassebaum stated he did not have a problem with what i3, LLC is doing but feels the support should be for Nebraska residents. Kassebaum stated Beatrice, NE remodeled and re-opened a bowling alley that had been closed for several years and it is now a thriving business. He stated he believes this facility is better suited to a recreational type of business. Kassebaum stated he opposes the rezoning because he is trying to protect his son's long standing business which is located across the street.

No one else spoke in favor of, or opposition to this request. Subsequently, Cutsforth closed the public hearing.

Aerni asked if the continuance should be granted since staff is recommending denial. He asked how many times the Commission should grant a continuance before the applicant's request is denied.

MINUTE RECORD

Perrin inquired with other local residential care facilities being zoned BG (General Business) why this facility needed to have a zoning change from BG to RG-20 (General Residential). Palm stated the current zoning regulations require the zoning to be RG-20 to allow the residential care facility that is being proposed. She stated there are other residential care facilities in the area zoned BG that are considered legal non-conforming. Palm stated Chateau Apartments are in a BG zone and operate under a grandfather clause. She said when the apartments were built it was an allowed use in the BG zoning, but that has since changed with the update of the Zoning Ordinance. Perrin asked when the change to the Zoning Ordinance took place. Palm stated it was updated in 2011. She stated from 1965 to 2011 the previous Zoning Ordinance had a pyramidal zoning structure.

Jacobson asked staff if the facility and the surrounding area would be required to install sidewalks. Palm stated they would not. She stated the applicant's intent is to do interior work only. Palm stated the City Code requires sidewalks to be installed as part of new construction and in the case of certain sized additions to existing structures. Discussion ensued regarding construction plans for the facility.

Casey asked staff why the applicant continues to request continuances. Palm stated the first request was because they wanted time to "regroup" after staff's recommendation of denial. She stated she has had no recent contact with the applicant and is unsure of why the second continuance was requested. Casey said the letters of opposition stated they did not want the group home near their businesses because it put their health and welfare at risk. He stated another opposition was because of safety and traffic in the area. Casey said the question is, where the best location for a residential group home is. He stated he thinks this is an ideal place for the facility because it does not directly abut a commercial or residential business. Casey stated most people do not want a group home next to their home. He said although he does feel it is important to follow the Future Land Use Map, he thinks this is a good location for this business. Palm stated the lots adjacent to that major arterial are all commercial structures and part of the concern is to protect the commercial corridors still available in Bellevue.

Jacobson asked staff if commercial zoning surrounded the applicant's location. Palm stated that was correct: all properties along the corridor in that area are zoned BG. Jacobson stated he appreciated Mr. Casey's point.

Cutsforth stated she recalled other applicants requesting several continuances and the Commission granted those. Palm stated it was up to the Planning Commission to grant the continuance.

Perrin stated he agreed with Mr. Casey's point and was not opposed to the continuance. He stated he would like to find an avenue to fit the facility into the current BG zoning. Palm stated that would require a text amendment to allow nursing facilities, nursing homes, and group care homes into the BG zone. She stated the Planning Department felt it was important to preserve the BG zoning for true commercial uses.

Jacobson asked staff if the RG-20 zoning is approved if the zoning remains with the property and if at some point the structure was demolished could a single-family dwelling be constructed in that zone. Palm stated that was correct. Casey asked if the zoning could be changed if that scenario came about. Palm stated the City does not control that type of situation, and it would be up to the property owner to request a change of zone.

MOTION was made by Casey, seconded by Perrin, to CONTINUE a request to rezone Tax Lots 6A1A and 9A4A1, east of right-of-way, located in the Southwest ¼ of Section 26, T14N, R13E, from BG to RG-20 for the purpose of a residential group home facility to the February 25, 2021 Planning Commission Meeting. Applicant: i3, LLC. General Location: 601 Chateau Drive. Case #: Z-2012-17. Upon roll call Casey, Perrin, Ackley, Hankins, and Cutsforth voted yes, Aerni and Jacobson voted no. MOTION carried.

This item will be CONTINUED to the PLANNING COMMISSION for PUBLIC HEARING ON March 25, 2021.

Meeting adjourned at 7:35 p.m.

Dianna Van Horn

Dianna Van Horn
Planning Secretary

MINUTE RECORD

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03/16/2021

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 2nd day of March 2021, at 6:00 p.m.

Pursuant to the Governor's Executive Order 20-36 and 21-02, on Tuesday, March 2, 2021 at 6:00 p.m. the regular City Council meeting was held via video conference in the Bellevue City Council Chambers. No members of the City Council attended in person. Upon roll call, via video conference, were City Council Members Bob Stinson, Paul Cook, Jerry McCaw, Thomas Burns, Don Preister, and Kathy Welch. Absent: None.

Pursuant to the Governor's Executive Order 20-36 and 21-02, said meeting was held via videoconference, telephone conference, or by conferencing by other electronic means. As such, said meeting was held by a virtual meeting and the public participated via GoToMeeting. Said meeting, could be viewed via Facebook live by visiting the City of Bellevue's Facebook page, but no public participation was allowed or considered via Facebook live. Any evidence or other documentation could be presented to the Mayor and City Council by providing to the City Clerk by March 1, 2021, by 4:00 p.m.

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

Mayor Hike announced a copy of the Open Meetings Act is posted by the entry in the City Council Chambers and can also be found online under Nebraska Revised Statutes 84-1407 through 84-1414 as well as the Governor's Executive Order 20-36 and 21-02.

Due to the Council Meeting being held virtually, Mayor Hike announced the Pledge of Allegiance and Invocation would not be held for this meeting.

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Councilman Burns requested to pull Item. 8b., recommendation to approve Matt McKinney to the Bellevue Marina Corporation.

Motion was made by Stinson, seconded by McCaw, to approve the consent agenda, consisting of the following items: Approval of February 16, 2021 City Council Minutes; Acknowledge receipt of the 2020 Tree Board Report; and Approve Trapping Permit Application requesting a Trapping Permit.

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

SPECIAL PRESENTATIONS: None

ORGANIZATIONAL MATTERS:

Recommendation to appoint John James and Matt McKinney to the Bellevue City Marina Corporation. (Mayor)

Motion by Cook, seconded by Welch, to recommend to appoint John James and Matt McKinney to the Bellevue City Marina Corporation.

Councilman Burns mentioned he feels there is potential conflict having the Mayor appoint Mr. McKinney to the Bellevue City Municipal Corporation. Mr. McKinney is Mayor Hike's Political Committee Treasurer. The Mayor and Mr. McKinney are business partners currently working on a project. Councilman Burns requested clarification this is not a conflict of interest. Mayor Hike advised any partnerships he is involved with Mr. McKinney in are not working on any projects associated with Bellevue Municipal Building Corporation or Bellevue City Marina Corporation. Ms. Bree Robbins, City Attorney, advised she is aware of the items Councilman Burns addressed. She explained there is no conflict of interest with the Accountability Disclosure Commission. There is no financial gain or profit on the Mayor's behalf with this appointment. Conversation ensued.

Roll call vote to approve the recommendation to appoint John James and Matt McKinney to the Bellevue City Marina Corporation was as follows: Stinson, Cook, McCaw, Preister, and Welch voted yes; voting no: Burns; absent: none. Motion carried.

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES:

Recommend to approve application for Cubby's II Inc., dba "Cubby's Bellevue" for a Class D Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 7613 S. 36th Street, Bellevue and Thomas Gruidel as Manager. (City Clerk)

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

Ms. Shari Leinbaugh, Cubby's II Inc., was present to answer any questions.

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

Motion was made by Cook, seconded by Welch, to recommend approval of application for Cubby's II Inc., dba "Cubby's Bellevue" for a Class D Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 7613 S. 36th Street, Bellevue, and Thomas Gruidel as Manager.

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

ORDINANCES FOR ADOPTION (Third Reading): None

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4026: Request to rezone Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast ¼ of the Southwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, from AG to RS-120 for the purpose of residential development. Applicant: HBC Homes. Location: 2116 Fairview Road. (Planning Manager)

Ord nance No. 4026: An Ordinance to amend the Official Zoning Map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the Zone Classification of land located at or about 2116 Fairview Road, more particularly described in Section 1 of the Ordinance and to provide an effective date was read by title only for the second time and a public hearing was held.

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

Mr. Jeff Stoll, E & A Consulting Group, was present to answer any questions on behalf of the applicant.

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

Councilwoman Welch questioned if the lots are already sold. Mr. Jeff Stoll replied one lot is existing and one lot will be for sale.

Request to preliminary plat Lots 1 and 2, Figgyland Overlook. (No action taken at this meeting)

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

Request to final plat Lots 1 and 2, Figgyland Overlook. (No action taken at this meeting)

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

Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on March 16, 2021.

Ordinance No. 4027: Request to amend section 5.28, City of Bellevue Zoning Ordinance, regarding permitted uses in the MH (Heavy Manufacturing) zoning district to allow for concrete recycling. Applicant: Douglas Earnest/Central Recycling, LLC. (Planning Manager)

Orcinance No. 4027: An Ordinance to amend Section 5.28, Ordinance No. 3619, Bellevue Zoning Orcinance, relating to permitted and conditional uses in the MH Zoning District; to repeal such Section as heretofore existing; to provide an effective date of the Ordinance; and to provide for the publication of this Ordinance in pamphlet form was read by title for the second time and a public hearing was held.

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

Mr. Scott Collins, Central Recycling LLC, was present to answer questions.

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

Mr. Collins requested the third reading by waived.

Motion was made by Welch, seconded by Burns, to suspend the rule for three readings of the ordinance, hold a public hearing tonight and vote after the public hearing.

Councilwoman Welch questioned the reason for the request to waive the third reading. Mr. Collins explained it is almost concrete season and he would like to get the operation running.

Councilwoman Welch questioned Mrs. Tammi Palm, Planning Manager if she has any issues with waiving the three readings. Mrs. Palm replied she does not have a problem.

Mayor Hike questioned if there are requirements regarding noise. Mr. Collins commented there is very little noise with mobile crushers. Mrs. Palm stated Article 8 has noise requirements.

Councilman McCaw questioned if there is a specific location for this use. Mr. Collins advised there are a couple locations. This application will apply to all contractors and is for mobile use.

Mayor Hike inquired if the mobile use will still need to be used in MH zoning district. Mrs. Palm replied that is correct.

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

Motion was made by Burns, seconded by Welch, to approve Ordinance No. 4027.

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

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4028: An ordinance to amend the official zoning map as provided for in Article 3 of Ordinance No. 3619 and will repeal Ordinance No. 4023, dated February 16, 2021 to change zoning in the ordinance to read BGH (Heavy General Business) to FX (Flex Space District), instead of (Agriculture) to FX (Flex Space District). Applicant: Dennis Schworer, LLC. Location: 10th Street and Alberta Avenue. (Planning Manager)

Staff requested to suspend the rules and waive the three readings, hold a public hearing at tonight's meeting and to vote following the public hearing.

Mrs. Palm advised the ordinance was approved at the previous City Council meeting. There was an error in that ordinance. The revised ordinance corrects the language to have the property rezoned from BGH to FX instead of AG to FX.

Motion was made by Burns, seconded by Welch, to suspend the rule for three readings of the ordinance, hold a public hearing tonight and vote after the public hearing.

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

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

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

Motion was made by Burns, seconded by Stinson, to approve Ordinance No. 4028.

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

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Recommend approval of the 2021 Comprehensive Plan Update. (Planning Manager)

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

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

RESOLUTIONS:

Resolution No. 2021-06: Approving that the 2021 Comprehensive Development Plan update is adopted as the guide for future growth and development within the City of Bellevue and its extra-territorial zoning jurisdiction and authorize the Mayor to sign. (Planning Manager)

Motion was made by Burns, seconded by Welch, Resolution No. 2021-06: Approving that the 2021 Comprehensive Development Plan update is adopted as the guide for future growth and development within the City of Bellevue and its extra-territorial zoning jurisdiction and authorize the Mayor to sign. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the City Council President to sign the CDBG-CV Round 3 Grant Agreement and Funding Approval, in the amount of $219,290.00. (CDBG Program Specialist/Finance Director)

Mayor Hike recused himself for Items 16a. – 16g. Mayor Hike left the Council Chambers at 6:37 p.m.

Council President Cook took over the meeting.

Motion was made by Stinson, seconded by Welch, to approve and authorize the City Council President to sign the CDBG-CV Round 3 Grant Agreement and Funding Approval, in the amount of $219,290.00.

Councilman Preister stated he does not believe the Mayor needs to recuse himself. He requested clarifications. Ms. Bree Robbins advised the CDBG 2020 was approved and there was an item the Mayor's company benefited from. Therefore, it was thought best to have the Mayor recuse himself from any 2020 Recipient Agreements. Ms. Robbins advised Code of Federal Regulations (CFR) Statute 24 CFR 570.611 (d) (2) (iv) questions "whether the affected person has withdrawn from his or her…decision-making process with respect to the specific assisted activity in question." Ms. Robbins stated even though there is no conflict of interest with the Mayor, it is better to err on the side of caution.

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

Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Bellevue Junior Sports Association for the Participation Assistance Program, in the amount not to exceed $8,000.00. (CDBG Program Specialist/Finance Director)

Motion was made by Welch, seconded by Stinson, to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Bellevue Junior Sports Association for the Participation Assistance Program, in the amount not to exceed $8,000.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with First Baptist Church of Bellevue for the Parking Rehabilitation and Improvement project, in an amount not to exceed $8,458.00. (CDBG Program Specialist/Finance Director)

Motion was made by Burns, seconded by McCaw, to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with First Baptist Church of Bellevue for the Parking Rehabilitation and Improvement project, in an amount not to exceed $8,458.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Habitat for Humanity of Sarpy County for the Single-Family Housing Rehabilitation project, in an amount not to exceed $38,000.00. (CDBG Program Specialist/Finance Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Habitat for Humanity of Sarpy County for the Single-Family Housing Rehabilitation project, in an amount not to exceed $38,000.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Marathon Ventures LLC for the Commercial Business Rehabilitation project, in an amount not to exceed $100,000.00. (CDBG Program Specialist/Finance Director)

Motion was made by Welch, seconded by McCaw, to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Marathon Ventures LLC for the Commercial Business Rehabilitation project, in an amount not to exceed $100,000.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Eastern Nebraska Community Action Partnership for the Food Delivery Program, in an amount not to exceed $56,298.00. (CDBG Program Specialist/Finance Director)

Motion was made by Stinson, seconded by Burns, to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with Eastern Nebraska Community Action Partnership for the Food Delivery Program, in an amount not to exceed $56,298.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with All-Brite Glass and Screen for the Sidewalk Rehabilitation project, in an amount not to exceed $7,358.00. (CDBG Program Specialist/Finance Director)

Motion was made by Burns, seconded by Welch, to approve and authorize the City Council President to sign the 2020 CDBG Subrecipient Agreement with All-Brite Glass and Screen for the Sidewalk rehabilitation project, in an amount not to exceed $7,358.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Mayor Hike returned to Council Chambers at 6:47 p.m.

Approve & authorize the Mayor to sign the Right-of-Entry Agreement with the United States of America for certain ingress and egress, for a period of 60 months. (Community Development Director)

Motion was made by Cook, seconded by Burns, to approve & authorize the Mayor to sign the Right-of-Entry Agreement with the United States of America for certain ingress and egress, for a period of 60 months. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the Mayor to sign the MOU with the Sarpy County Sheriff Department, for use of the driving lot and the small computer lab classroom for their SCSP's motorcycle training class. (Fire Chief)

Motion was made by Welch, seconded by Stinson, to approve and authorize the Mayor to sign the MOU with the Sarpy County Sheriff Department, for use of the driving lot and the small computer lab classroom for their SCSP's motorcycle training class. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the Mayor to sign the extension of contract with Alexander Lawn & Landscape, Inc. for the 2021 right-of-way mowing, in an amount not to exceed $115,145.88. (Public Works Director)

Motion was made by Cook, seconded by Stinson, to approve and authorize the Mayor to sign the extension of contract with Alexander Lawn & Landscape, Inc. for the 2021 right-of-way mowing, in an amount not to exceed $115,145.88. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the Mayor to sign the extension of contract with Best Cut Lawn Care, Inc. for 2021 parks mowing, in an amount not to exceed $34,759.48. (Public Works Director)

Motion was made by Stinson, seconded by Burns, to approve and authorize the Mayor to sign the extension of contract with Best Cut Lawn Care, Inc. for 2021 parks mowing, in an amount not to exceed $34,759.48. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Request approval to purchase a current model year John Deere 624 P wheel loader from Murphy Tractor & Equipment per Sourcewell contract ID #1276, quote ID #23467504, in the amount of $241,354.00, less $30,500.00 trade in for a 2004 Caterpillar 924G wheel loader, with the total price not to exceed $210,854.00. (Public Works Director)

Motion was made by Welch, seconded by Burns, to approve request to purchase a current model year John Deere 624 P wheel loader from Murphy Tractor & Equipment per Sourcewell contract ID #1276, quote ID #23467504, in the amount of $241,354.00, less $30,500.00 trade in for a 2004 Caterpillar 924G wheel loader, with the total price not to exceed $210,854.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Request approval to purchase a current model year John Deere 310SL backhoe loader from Murphy Tractor & Equipment per Sourcewell contract ID #1276, quote ID #23523056, in the amount of $113,135.00, less $25,000.00 trade in for a 2008 John Deere 310SK backhoe loader, with the total price not to exceed $88,135.00. (Public Works Director)

Motion was made by Burns, seconded by Cook, to approve request to purchase a current model year John Deere 310SL backhoe loader from Murphy Tractor & Equipment per Sourcewell contract ID #1276, quote ID #23523056, in the amount of $113,135.00, less $25,000.00 trade in for a 2008 John Deere 310SK backhoe loader, with the total price not to exceed $88,135.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve and authorize the Mayor to sign Amendment 1 to Original Contract with the Sarpy County Economic Development Corporation. (Administration)

Motion was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign Amendment 1 to Original Contract with the Sarpy County Economic Development Corporation. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Approve & authorize the Mayor to sign the agreement with Oldcastle Materials Midwest Company d/b/a OMNI Engineering for the 2021 Overlay Project, in an amount not to exceed $676,928.75, plus a 10% contingency of $67,692.88, for a total project cost of $744,621.63. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the agreement with Oldcastle Materials Midwest Company d/b/a OMNI Engineering for the 2021 Overlay Project, in an amount not to exceed $676,928.75, plus a 10% contingency of $67,692.88, for a total project cost of $744,621.63.

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

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly reports are given at the first Council Meeting of every month - February report is attached)**

Councilman Preister requested an update on the remodel of the library. Mr. Jim Ristow, City Administrator, provided an update.

Councilman Preister requested City Clerk provide an update on the code. Mrs. Susan Kluthe, City Clerk, provided an update.

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Cook, seconded by Stinson, the meeting was adjourned at 7:05 p.m.

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

Susan Kluthe

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 2, 2021; 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.

CITY OF BELLEVUE INCORPORATED + + + FEB. 23, 1855 SARPY COUNTY, NEBRASKA

Susan Kluthe

Susan Kluthe, City Clerk

*5b4.
3/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY: Tammi Palm	Planning Manager
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☑

SUBJECT:

Complete Streets Annual Report

SYNPOSIS/BACKGROUND:

The attached report includes activities undertaken by both city staff and the Citizen Complete Streets Advisory Panel to further advance complete streets principles within the city. Ordinance No. 3921 requires an annual report from the City Administrator to the City Council showing the progress made in implementing complete streets.

FISCAL IMPACT: None | 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:

No action is required by the City Council. This report is for informational purposes only.

ATTACHMENTS:

1. Complete Streets Annual Report	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

NATIONAL COMPLETE STREETS COALITION
let's complete america's streets

Bellevue Citizen Complete Streets Advisory Panel (CCSAP) 2020 Report

As required by the Bellevue Complete Streets Ordinance 3921, this report is made by the CCSAP to be a part of the annual required report.

Our CCSAP mission: To provide that transportation improvements are planned, designed, and constructed to encourage walking, bicycling and transit use while promoting safe and efficient operation for all users.

CCSAP Accomplishments for 2020 include:

- Conducted CCSAP work meetings (through the pandemic) with recorded minutes. Available minutes are attached.
- Compiled and submitted the 2020 CCSAP Report to the City Council.
- Researched complete streets policies locally as well as nationwide.
- Attended Heartland 2050 meetings
- Communicated with city staff regarding Smart Growth America, Goal Zero, Smart Cities, Smart Grid, and the American Public Transportation Association.
- Attended Smart Cities planning and working meetings
- Attended MAPA Board meetings
- Worked on integrating biking and walking into the Bellevue Olde Towne redevelopment plan, Platteview Road corridor, and Fort Crook Road plan.
- Assisted with B Cycle implementation and funding
- Researched trends nationally and internationally regarding biking, walking, city design, electric biking, Walk America, and complete streets.

➢ CCSAP members performed 145 hours of professional service:
  - Total year contribution of labor is $3,944
  - Total cumulative contributions value is $49,642

CCSAP volunteers:
John Perrin, Safety
Leland Jacobson, Safety and Technology
Mike Wagster, Offutt Liaison/Safety

Supported by:
Tammi Palm, Land Use Planner
Dean Dunn, Public Works Engineering Manager
Angela Curry, Assistant Planning Manager

CCSAP Meeting Minutes
February 20, 2020

The Citizen Complete Streets Advisory Panel held a regular meeting on Thursday February 20, 2020 at 2:30 p.m. in the Planning Department conference room. Present were members Leland Jacobson and John Perrin. Tammi Palm, Planning Manager, Angela Curry, Assistant Planning Manager, and Dean Dunn, Engineering Manager, were also present.

Tammi asked the panel to turn in their volunteer hours for the 2019 CCSAP annual report to the City Council. She will be preparing for the March 17, 2020 City Council meeting.

John Perrin initiated discussion regarding the intersection of Fort Crook Road and Cornhusker Road. There is no crosswalk on Cornhusker; the only crosswalk at this intersection is on the north side, which makes it difficult to use. John stated this intersection leads to many businesses and places people walking or biking would like to get to; however, it is difficult to do so if coming from the south. It does not work to use the access road along the west of Fort Crook Road, as the access road ends at a portion of Cornhusker where the sidewalk has a guardrail. Alternate routes were discussed in this area. It was mentioned there is no walk signal at the intersection of Fort Crook Road and Herman Drive. There is also a gap in the sidewalk in front of the Century 21 office near the intersection of Harvell Drive and Herman Drive. Another gap exists on the south side of Harvell Drive near the Herman Drive intersection. Paths have been worn in the grass from people utilizing these areas. Engineering Manager Dean Dunn made note of these two areas.

John Perrin also initiated discussion regarding the draft policy the City of Omaha is considering for closing sidewalks. The policy was discussed at length, with Tammi Palm and Dean Dunn in agreement it would be good for the City of Bellevue to have a policy as well. There was conversation how a policy would fit for the city limits vs. the extra territorial jurisdiction, and how it could be enforced. It was mentioned staff and the panel will watch Omaha's process of finalizing the policy and then work on developing something similar for Bellevue.

There was conversation regarding the recently "removed" Fort Crook Road bike lane markings and how these markings are still visible. The question came up as to how law enforcement would treat a vehicle driving in the bike lane. The city's intent was to remove the bike lane; however, with markings visible once again, this creates confusion.

John also showed the group several useful links including Mode Shift Omaha and Strong Towns.

Leland Jacobson initiated conversation regarding the recent Metro Area Travel Improvement Study (MTIS). He mentioned there is no complete streets statement or focus in the document. He also expressed concern this would create more barriers for transportation in Bellevue (particularly in regards to dividing the east and west parts of the town). Leland questioned how the panel could have an influence over this document.

The group discussed Metro transit. Tammi provided a brief history to the panel as to how the current express route came about. She indicated the panel could revisit that route at any time and have further discussions with Metro on this matter.

John inquired how trail closures are handled during spring/summer flooding. Dean and Tammi indicated these closures are determined and communicated through the Papio-NRD. The city typically shares all of this info through social media as well.

Meeting adjourned at 4:00 p.m.

Next meeting: May 14, 2020 at 2:30 p.m. in the Planning Department Conference Room

CCSAP Meeting Minutes
November 10, 2020

The Citizen Complete Streets Advisory Panel held a virtual meeting on Tuesday November 10, 2020 at 1:30 p.m. Present were members Leland Jacobson and John Perrin. Tammi Palm, Planning Manager, and Dean Dunn, Interim Public Works Director, were also present.

Tammi provided a B Cycle update. She indicated Don Preister has once again moved this item forward. Tammi and Don met with City Administrator Jim Ristow to discuss the possibility of putting a B Cycle station at the Culver's trailhead. Mr. Ristow said he was fine with the project moving forward. Together with Don, Tammi will once again apply for NRD match funding to cover the cost. Don has indicated the cost of B Cyle at that location would be less than $30,000. In addition to the B Cycle project, the NRD would like to install a bicycle fix-it station. Don will be coordinating with the NRD, city staff, and B Cycle. The NRD grant applications are typically due in March, with funds awarded after July 1. Tammi stated she would keep CCSAP updated on the project. John and Leland offered full support of the project.

Tammi updated John and Leland as to the recently formed Sidewalk Task Force. She indicated the first meeting was last week, and it was just an initial meeting to get folks up to speed and formalize a plan. The next meeting is the first week of December.

The Committee discussed the plans for Platteview Road and the need for a trail. Dean mentioned there are likely no sidewalks planned based on the type of roadway being proposed. The Committee had a discussion on timing and MAPA involvement. Leland indicated a need to overcome natural dividers within the city (i.e. the railroads, the Fort Crook Road corridor, Highway 75, etc.). Both John and Leland stressed the importance of planning for a trail now, rather than waiting post-construction. Leland indicated he had been in contact with Sarpy County Board President Don Kelly and would continue these conversations.

John Perrin initiated discussion regarding the policy the City of Omaha has for closing sidewalks. The policy was discussed at length at the meeting earlier this year. John said he would email Omaha's policy again. Dean and Tammi stated they would once again review.

Dean provided an update on the ongoing 36th Street widening project. Construction started in September. He reminded the Committee there will be a trail from 36th/Bline to 36th/Platteview when the project is complete. The Committee once again agreed this would be a nice tie-in to a trail along the Platteview Road corridor.

Dean indicated he would send out the most current sidewalk inventory map. He stated Public Works continues to update the ADA curb ramp inventory in the city as well.

Leland mentioned the possibility of a nice trail connection from American Heroes Park to the Fontenelle Forest area. He stated this would be a good opportunity for a mountain bike trail.

Discussion occurred regarding the recently annexed subdivisions and their trails and walkability. Tammi indicated most of the subdivisions annexed already have parks, trails, and sidewalks.

Meeting adjourned at 2:30 p.m.

In accordance with Ordinance No. 3921, the City Administrator is required to provide the City Council with an annual report showing the progress made in implementing complete streets. During 2020, Complete Streets activities were conducted by city staff (Planning and Public Works Departments) and the Citizens Complete Streets Advisory Panel.

City staff activities conducted to further the Complete Streets program include:

- Staff attendance at Citizens Complete Streets Advisory Panel meetings
- Participation in various MAPA committees including the Coordinated Transit Committee and others
- Continued work on the design and construction of 36th Street improvements. Phase 1 of the project will add a sidewalk and trail along 36th Street from Bline Ave. to Blackhawk Dr. Phase 1 was let in May 2020 and construction began in October 2020. Phase 2 of the project will add sidewalk and trail along 36th Street from Blackhawk Dr. to Platteview Rd. Phase 2 design is approximately 90% complete and construction is anticipated in 2023.
- Completed construction of 25th Street improvements south of Capehart Road, including replacement of the bridge over Whitted Creek. The project added sidewalk and trail along 25th Street from Towne Centre Dr. to Lynnwood Dr., including a connection to Stonecroft Park.
- Membership on the MAPA Transportation Technical Advisory Committee and attendance at monthly meetings
- Lion's Gate Subdivision – Construction is continuing. Trail connection along South 48th Street was constructed in 2020.
- Falcon Pointe Subdivision – Construction is continuing. Trail connection along South 48th Street was constructed in 2020..
- Belle Lago – General obligation sidewalks and ADA curb ramps were constructed in 2020.
- Belle Lago South - Preliminary plat includes trail connection to Clearwater Falls, as well as trails throughout the subdivision which provide connections to future projects. Site grading is expected to begin in spring of 2021.
- Constructed 84 ADA curb ramps during the annual overlay, concrete projects, and CDBG projects.
- The Street Department constructed 10 ADA curb ramps as part of their routine maintenance work.
- Participation on the city's Sidewalk Task Force Committee
- Attended sessions at a statewide planning conference regarding complete streets and connectivity in cities.
- Attended meetings of the MAPA Transportation Safety Workshop.

In 2021, it is the intent of City staff to continue working with the Citizen Complete Streets Advisory Panel and others involved in transit planning to implement complete streets principles wherever possible, including road improvement projects and new subdivisions.
Ordinance No. 3921 includes performance measurements to judge the effectiveness of the Complete Streets program. These measurements include:

- The miles of bicycle routes created – no new routes were signed in 2020; however, this is an on-going project and new routes will be signed as determined by the CCSAP and City staff.

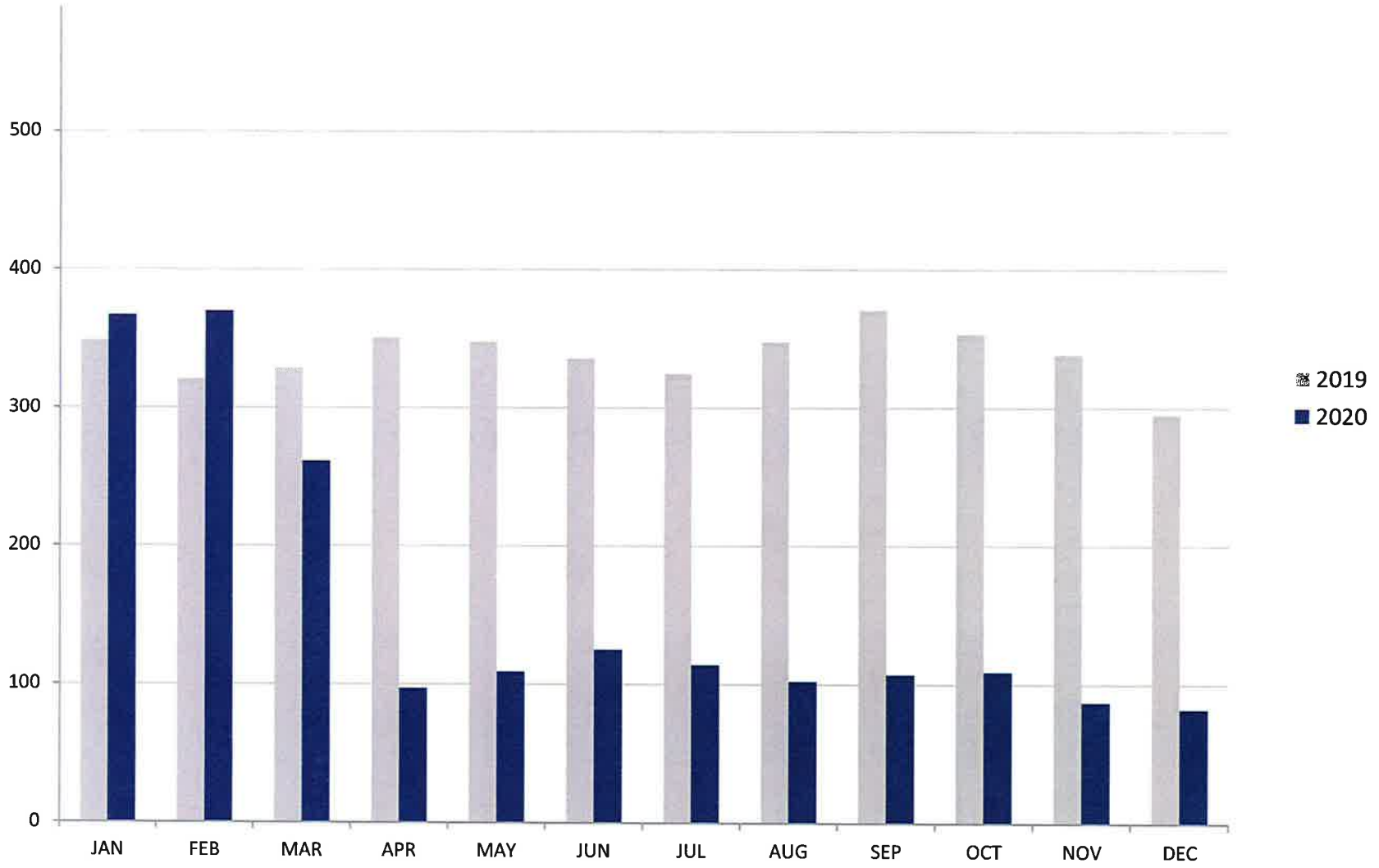
- New linear feet of pedestrian accommodation – As infrastructure improvements continue in Fairview South 2, Hyda Hills 2, Liberty Phases I and II, Spring Ridge, Lion's Gate, Belle Lago, Belle Lago South, Falcon Pointe, and Cedar Grove Phase II, new sidewalks will be installed on all streets. The city's Sidewalk Task Force Committee is also exploring the possibility of adding sidewalks to developed areas where none currently exist.

- Increase in use of public transportation, bicycling, and walking - The total monthly ridership statistics for Omaha Metro are attached. Due to a reporting issue, Metro was unable to isolate the statistics for the Bellevue 95 Express Route. Metro saw an overall decline on their Express riderships through 2020 and the COVID-19 pandemic. Staff will continue to meet with Metro and monitor the performance of the Bellevue Express route.

- The miles of connection added between trails - the Lion's Gate, Falcon Pointe, and Belle Lago subdivisions are installing approximately three-quarters of a mile of trails along the South 48th Street corridor as part of their infrastructure. These trails will connect with the existing South 48th Street trail, adjacent to the Cedar Grove subdivision. Additional trails have been approved as part of the Belle Lago South subdivision, which will connect with the Clearwater Falls trail.

- The increased efficiency of traffic flow through the use of sophisticated traffic control devices, turn lanes, traffic circles, and the leveling or decrease of transportation-related accidents – the Public Works Department continues to monitor signal timing and traffic flow at the busy intersections of 25th St./Highway 370, 36th St./Highway 370, and 15th St./Cornhusker Rd., and adjusts as needed.

All Express Routes - Average Weekday Ridership



MINUTE RECORD

CLAIMS FOR MARCH 16, 2021

MAYOR

CANTH AWARDS	CPS-JEWEL OF BELLEVUE-KUMOR		100.00
CANTH AWARDS	CPS-LIFE SAVING AWARD-DILLON		65.00
DILLONS CUSTOMER CHARGES	CPS-COOKIES FOR LIFE SAVING AWARD CEREMONY		17.94
SARPY COUNTY COURTHOUSE	CPS-ANNUAL MEETING		30.00
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03		52.92
		$	**265.86**

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2021/01/20-2021/02/19		185.56
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021		4,641.90
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03		146.21
		$	**4,973.67**

CITY COUNCIL

DON PREISTER	REIMB INTERNET SERVICE-FEB 2021		83.55
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021		814.39
		$	**897.94**

LEGAL

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES		50.20
DROP BOX	CPS-LEGAL FEES		19.99
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021		1,181.32
LEAGUE OF NEBRASKA MUNICIPALITIES	CPS-MIDWINTER LEAGUE CONFERENCE-WEBINAR		810.00
NEBRASKA.GOV	CPS-LEGAL FEE		115.00
SARPY COUNTY SHERIFF'S OFFICE	CIVIL PROCESS COLLECTION		29.10
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03		90.85
UNITED STATES POSTAL SERVICE	CPS-POSTAGE		9.60
		$	**2,306.06**

CABLE ADVISORY

COX BUSINESS SERVICES	MONTHLY SERVICE 2021/02/19-2021/03/18		18.08
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021		3,857.20
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03		49.92
		$	**3,925.20**

CITY CLERK

AMAZON.COM, LLC	OFFICE SUPPLIES		94.92
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		6.86
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021		2,362.64
GRETNA GUIDE & NEWS	LEGAL AD		645.71
NE STATE LIBRARY PUBS OFFICE	NEBRASKA STATUTES		121.85
SARPY CO REGISTER OF DEEDS	RECORDING FEE		100.00
		$	**3,331.98**

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES		(2.04)
CNA SURETY	TREASURER'S SURETY BOND 2021/04/24-2022/04/24		500.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021		5,973.19
INFOSAFE SHREDDING	SHREDDING SERVICE		90.00
LEAGUE OF NEBRASKA MUNICIPALITIES	CPS-MIDWINTER CONFERENCE-WEBINAR		405.00
THE CURE	CLASS 2 HI VISIBILITY VESTS		43.96
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03		54.96
		$	**7,065.07**

CPS-Payments made with City credit card

MINUTE RECORD

CLAIMS FOR MARCH 16, 2021

LIBRARY

AMAZON.COM, LLC	OFFICE SUPPLIES, PROGRAM SUPPLIES, VIDEOS	2,066.02
AMERICAN CHAMBER OF COMMERCE RESOURCES	NEB HUMAN RESOURCES MANUAL	260.00
BELLEVUE LEADER	RENEW SUBSCRIPTION	81.95
CENGAGE LEARNING, INC	BOOKS	86.37
DILLONS CUSTOMER CHARGES	SUPPLIES	38.48
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	7,623.75
IMAGE STUFF	CPS-PROGRAM SUPPLIES	385.93
INGRAM LIBRARY SERVICES	BOOKS	100.87
LIBRARY IDEAS	BOOKS	372.55
OCLC INC	MONTHLY CATALOGING 2021/03/01-31	1,357.52
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/23	1,519.59
RUFF WATERS	AQUARIUM MANAGEMENT	65.00
SCOTT WELCH	MONTHLY WEB HOSTING-MAR 2021	125.00
SHOWCASES	ARTBIN CARRYING CASES	242.09
VERIZON WIRELESS	MONTHLY SERVICE 2021/01/17-2021/02/16	400.10
WALMART SUPERSTORE	SUPPLIES	64.08
		$ 14,789.30

ADMINISTRATIVE SERVICES

ALEGENT HEALTH OHS/EAP	PHYSICALS	301.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	13,872.96
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
INTEGRATED REHAB	MEDICAL TESTING	120.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-FEB 2021	90.15
ONE SOURCE	BACKGROUND CHECK	22.00
UKG INC	PAYROLL Y/E PRINT SERVICES	13.86
UPS	DELIVERY FEE	6.60
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	82.26
		$ 14,538.83

CODE ENFORCEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES	53.60
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	9,824.36
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-FEB 2021	122.54
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE TO 2021/02/05	34.17
MIDLANDS PRINTING	BUSINESS CARDS	309.56
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/01/11-2021/02/01	104.63
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	78.06
		$ 10,526.92

PUBLIC WORKS

CHICK-FIL-A	LUNCH FOR SNOW PLOW CREWS	225.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	8,374.92
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-FEB 2021	158.82
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE TO 2021/02/05	57.38
NEBRASKA IOWA SUPPLY CO	DIESEL FOR CITY TANKS	15,311.89
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/01/11-2021/02/01	174.96
ONE CALL CONCEPTS	LOCATES	294.23
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	318.13
		$ 24,915.33

CPS-Payments made with City credit card

MINUTE RECORD

CLAIMS FOR MARCH 16, 2021

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS	634.00
CREATIVE SITES, LLC	PLAYGROUND-STONECROFT PARK	168,923.00
DILLONS CUSTOMER CHARGES	GIFT CARDS	289.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	8,089.18
J & J SMALL ENGINE SERVICE	CHAIN SPROCKET, POLE SAW BAR	98.10
MENARDS	SUPPLIES, PAINT, REFLECTORS	65.61
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE TO 2021/02/05	20,145.53
NEBRASKA TURFGRASS ASSOCIATION	MEMBERSHIP DUES-BLACKBURN	125.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/23	2,629.64
PRECISE MRM LLC	POOLED DATA PLAN	200.00
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	143.68
WALKERS UNIFORM RENTAL	UNIFORM SERVICE 2021/02/24	13.42
		$ 201,356.66

RECREATION

CSI-SOUTH SIDE PRESS	COB SUMMER BROCHURES	1,800.00
DEPARTMENT OF HEALTH & HUMAN SERVICES	SWIMMING POOL PERMITS	160.00
DICK'S CLOTHING AND SPORTING GOODS	SPORTS EQUIPMENT	1,035.11
DILLONS CUSTOMER CHARGES	BOTTLED WATER	2.29
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	2,109.96
HEATHER FOSTER-STINE	REFUND PARTY DEPOSIT-COVID	325.00
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	65.03
USA TRACK & FIELD	MEMBERSHIP DUES	67.90
		$ 5,565.29

BUILDING MAINTENANCE

AFP WEST CORPORATION	ANNUAL SECURITY MONITORING TO 2022-1-31	2,140.00
BIG RED LOCKSMITHS	STOREROOM LEVER	155.00
CONTROL MASTERS, INC	REPLACE DEFECTIVE ACTUATOR	898.08
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	8,258.48
HILLYARD	JANITORIAL SUPPLIES	254.20
IDEAL PURE WATER COMPANY	BOTTLED WATER	32.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	101.40
KB BUILDING SERVICES	JANITORIAL SERVICES-MAR 2021	10,973.50
MENARDS	KITCHEN SINK, TAPING KNIFE, PAIL, FILTERS, DRYWALL, DRAIN BLADDER	193.26
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE TO 2021/02/05	1,361.01
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/23	1,214.98
ROTO-ROOTER SERVICES CO	CLEAR KITCHEN SINK PIPE, CLEAN SEWER PIPE	864.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	228.68
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	26.01
VOSS LIGHTING	JANITORIAL SUPPLIES	195.90
WESTLAKE ACE HARDWARE	ELEC TAPE, WIRE STRIPPER	36.56
		$ 26,933.06

CEMETERY

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	1,506.62
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE TO 2021/02/05	453.09
NEBRASKA TURFGRASS ASSOCIATION	CPS-MEMBERSHIP DUES-HOUGHTALING	125.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/23	923.30
PULVERENTE MONUMENT COMPANY, LLC	NICHE DOOR ENGRAVING	200.00
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	49.92
		$ 3,257.93

CPS-Payments made with City credit card

MINUTE RECORD

CLAIMS FOR MARCH 16, 2021

STREETS

AMAZON.COM, LLC	OFFICE SUPPLIES	88.95
BRYAN CHERRY	REIMB FOR CDL LICENSE	63.50
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	45.38
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	38,453.48
INDEPENDENT SALT CO	ICE CONTROL SALT	24,462.10
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	30,564.51
MDONALDS RESTAURANT #3701	CPS-GIFT CARDS FOR SNOW CREWS	500.00
METROPOLITAN UTILITIES DIST	HYDRANT ASSEMBLY RENTAL	358.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE TO 2021/02/05	1,698.34
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2020/12/30-2021/02/01	202.61
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/23	102,044.70
OMNI	ASPHALT	4,496.85
PESTICIDE EDUCATION OFFICE	CPS-PESTICIDE SAFETY EDUCATION	960.00
PRECISE MRM LLC	POOLED DATA	690.00
SHERWIN WILLIAMS CO	YELLOW PAINT	283.90
TRAVELERS	AUTO LIABILITY CLAIM	5,957.61
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	245.65
WALKERS UNIFORM RENTAL	UNIFORM SERVICE 2021/02/24	13.42
		$ 211,129.00

FLEET MAINTENANCE

911 CUSTOM, LLC	TRILOCK FREESTANDING BASE, AMBER LIGHTS	665.79
AIR CLEANING TECHNOLOGIES, INC	EXHAUST HOSES AND ELBOWS	1,390.00
ALLIED OIL & TIRE COMPANY	DEF FLUID, GEAR LUBE OIL	1,138.77
AMAZON.COM, LLC	DRAINING TOOL, ELEC PIGTAILS	118.54
ANDERSON INDUSTRIAL ENGINES CO	KEYWAY	21.92
ASPEN EQUIPMENT CO	TURN CYLINDER FOR OLD PLOWS	1,613.37
AUTO VALUE PARTS - SOUTH OMAHA	BLEEDER CAP	38.22
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BRAKE PARTS, STRETCH WRAP	1,397.19
BAUER BUILT	SERVICE CALL, O-RINGS, TIRES, ALIGNMENT	137.11
BAUM HYDRAULICS CORP	PARTS	177.19
BAXTER CHRYSLER DODGE JEEP	SHIELD	10.01
BAXTER FORD	OIL, LATCH, SCREEN, HOSE, PUMP, BRACKET, SENSOR, FAN SOLENOID	1,529.17
BELLEVUE TIRE & AUTO SERVICE	TIRES	1,593.52
BOBCAT OF OMAHA	CUTTING EDGES, WIPER BLADES	313.57
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2021/01/20-2021/02/19	52.96
CORNHUSKER INTERNATIONAL TRUCKS	NOZZLE, WIPER MOTOR, TRANS REPAIRS	797.02
DULTMEIER SALES LLC	CARB SEAL, GASKET, COUPLINGS, PUMP PEDESTAL	888.20
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	19,510.81
FACTORY MOTOR PARTS CO	TRANS FLUID, SPARK PLUGS, THERMOSTAT, WIPER BLADES	342.25
FARM PLAN	GEAR CASE, BEARINGS, SKID PLATES, SEALS, WHEEL	2,721.66
FORCE AMERICA, INC	SWITCH, SOLENOID, LEAD WIRES, SHUTOFF VALVE	925.69
GRAINGER	PLUG LOCKOUT, BLOVES	38.78
HENDERSON PRODUCTS, INC	TURN CYLINDERS FOR NEW SNOW PLOWS	1,517.21
INTERSTATE BATTERIES	BATTERIES	1,107.35
J & J SMALL ENGINE SERVICE	IGNITION MODULE, FILTERS, SPARK PLUGS, OIL	476.29
JASPER WELLER, LLC	DIFFERENTIAL-FREIGHT	95.00
JIM HAWK TRUCK TRAILERS	IP CARTRIDGE	40.33
KRIHA FLUID POWER CO	FITTINGS, COUPLERS, NIPPLES, WASHERS, O-RINGS	358.83
MATHESON TRI-GAS INC	REPAIR VICTOR HANDLE, WELDING SUPPLIES	283.22
MENARDS	FLEX SEAL SPRAY, BATTERIES, CABLES	148.77

MINUTE RECORD

CLAIMS FOR MARCH 16, 2021

FLEET MAINTENANCE (cont'd)

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE TO 2021/02/05	598.71
MICHAEL TODD & COMPANY	HD SHOE ASSEMBLY, SNOW PLOW BLADES, FLAP KIT, SPREADER CHAIN	2,427.99
MRO SUPPLY	CPS-MOTOR	972.93
NAPA AUTO PARTS	BEARING CONE, FILTERS, TIRE VALVES, SEALS, SENSORS, BRAKE ROTORS, BRAKLEEN	1,640.81
NEBRASKA IOWA INDUSTRIAL FASTENERS	NUTS, LOCK NUTS, WASHERS	317.76
NORTH CENTRAL AMBULANCE	CHROME NUT COVER	50.42
NUTS & BOLTS	PLOW BOLT DOMES	110.67
OMAHA GLASS PRO LLC	TINT WINDOW-PO608	375.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/23	1,352.49
O'REILLY AUTOMOTIVE PARTS	TRANS LINE, BALL JOINTS	179.39
P&M HARDWARE	FILTER	17.50
POWERPLAN	BUSHINGS, SNAP RINGS, FASTENERS, WASHERS	1,100.66
ROGER'S TOWING	TOW CHARGE-C417	80.00
SPECIALISTID.COM	CPS-ID BADGE HOLDERS	49.84
STATE STEEL	HOT ROLLED STEEL	435.44
SWAN ENGINEERING	O-RINGS	24.66
TERMINAL SUPPLY CO	TERMINALS, CLAMPS	56.38
TOYNE, INC	OLD LOGO GAUGE FOR DISCHARGE, CONNECTORS, ROTOR	1,163.53
TRUCK CENTER COMPANIES	ROTOR, SLACK ADJUSTER, SPRINGS, WRENCH, FILTERS	782.20
TY'S OUTDOOR POWER & SERVICE	CUTTING EDGES FOR SNOW PLOWS, HYD FLUID, SPRINGS	1,930.65
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	121.90
UNITED AUTO RECYCLERS	WHEELS FOR STOCK	700.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE 2021/02/24	77.40
WOODHOUSE FORD SOUTH	VALVE ASSEMBLY, UNIV JOINT, ARM, PIVOT	15.30
		$ 54,030.37

SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEES-FEB 2021	302,348.51
PAPILLION SANITATION	GLASS DISPOSAL/RECYCLING-2021/02/01-14	670.15
		$ 303,018.66

PLANNING

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	4,286.59
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	255.90
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE TO 2021/02/05	51.90
NPZA	NPZA SPRING WORKSHOP	100.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/01/11-2021/02/01	158.26
		$ 4,852.65

PERMITS & INSPECTIONS

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES, LABEL PRINTER	220.46
COLORADO CHAPTER ICBO	CPS-TRAINING-T RYBAR	144.20
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	11,187.04
INTERNATIONAL CODE COUNCIL, INC	CPS-TRAINING MANUALS-CARLSON	252.52
JOSE D CORREA-GERRILLO	REFUND PRE-CONNECT DEPOSIT	500.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	558.21
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE TO 2021/02/05	69.34
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/01/11-2021/02/01	211.01
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	276.63
WESTLAKE ACE HARDWARE	DISPENSER GUN TAPE	9.99
		$ 13,429.40

CPS-Payments made with City credit card

MINUTE RECORD

CLAIMS FOR MARCH 16, 2021

POLICE

911 CUSTOM, LLC	PEPPER SPRAY	299.00
AMAZON.COM, LLC	CONFERENCE WEBCAM, OFFICE SUPPLIES, PAINTBALL HARNESS, FLAG DISPLAY CASE	1,289.15
AMERICAN HEART ASSOCIATION	CPS-AED BOOKS-PLEISS	252.52
APD LOCKSMITH	OPEN SENTRY SAFE	75.00
AUTO BODY AUTHORITY	TOW CHARGE	80.00
BELLEVUE FORT CROOK, LLC	RENT FOR K9 BUILDING-APR 2021	1,248.00
BENEFIT PLANS	POLICE PENSION PLAN-MAR 2021-MD, JG, MG	8,817.56
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	220.08
CITY OF OMAHA	OFF-SITE INCINERATION-OCT-DEC 2020	977.84
COMPCHOICE OCCUPATIONAL HEALTH	TESTING FOR NEW RECRUIT	105.00
DAVIS & STANTON	COMMENDATION BARS	414.00
DOLAN CONSULTING GROUP	CPS-TRAINING-DUCKER, BANKS, MEYERS	195.00
DON'S PIONEER UNIFORMS	UNIFORMS-WALKEWICZ	378.98
ELEVEN 10 LLC	TOURNIQUETS, RIGID CASES	735.75
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	131,776.42
FBINAA - NEBRASKA CHAPTER	CPS-TRAINING-DUCKER	700.00
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGES	48.26
FORCE SCIENCE INSTITUTE	CPS-TRAINING-STUCK	5,050.00
FORT CROOK ARMORY & SUPPLIES	AR RIFLE, RIFLE CASE	1,374.60
FOX VALLEY TECHNICAL COLLEGE	CPS-TRAINING-MILLER	611.96
GRANT WRITING USA	CPS-TRAINING-N CLARK	405.00
GREAT PLAINS UNIFORMS	BALLISTIC VEST-STROEHER	2,296.40
INFOSAFE SHREDDING	SHREDDING	120.00
J.L. DARLING CORP	CPS-OFFICE SUPPLIES	135.20
JACKSON SERVICES, INC	DOOR MAT SERVICE-BPD	227.68
JASON MELROSE	REIMB TRAINING EXPENSES 2021/02/14-15	76.50
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE-FEB 2021	285.38
MENARDS	FURRING, PVC PIPE, SUPPLIES FOR NEW OFFICE, BACKSPLASH	1,189.85
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE TO 2021/02/05	1,228.84
MIDLANDS PRINTING	BUSINESS CARDS	348.00
NATIONAL ASSOCIATION OF SCHOOL RESOURCES OFFICERS	CPS-TRAINING-DUCKER	1,350.00
NEBRASKA DIVISION INTERNATIONAL	MEMBERSHIP DUES-BEES	50.00
NEWMAN SIGNS	OFFICER OF THE YEAR SIGN-JEZEK	19.21
NORTH AMERICAN RESCUE	TRAMA KITS	914.10
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/01/11-2021/02/01	3,747.15
OWYHEE GROUP COMPANIES	EYE PROTECTION FOR SWAT	770.00
PEN-LINK	CPS-TRAINING-GREINER	995.00
SATO AMERICA, LLC	CPS-TRAINING-MILOS	141.12
SECRETARY OF STATE	NOTARY RENEWAL-PLEISS	30.00
SECURITY EQUIPMENT	RELOCATE REORDING SYSTEM, NEW CARD READERS	4,942.00
SMITH DAVIS INSURANCE INC	RENEW SURETY BOND-PLEISS	40.00
SOUTHWEST AIRLINES	CPS-AIR FARE FOR TRAINING-DUCKER	660.92
STREET COP TRAINING	CPS-TRAINING-5 OFFICERS	1,495.00
THE CURE	REFLECTIVE SAFETY VESTS	359.40
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	3,990.86
VERIZON WIRELESS	MONTHLY SERVICE 2021/01/24-02/23	908.62
VOGEL WEST	PAINT-NEW OFFICES	392.47
WESTLAKE ACE HARDWARE	KEY FOB, PUTTY KNIFE, ROLLER, PAINT	201.91
		$ 181,969.73

CPS-Payments made with City credit card

MINUTE RECORD

CLAIMS FOR MARCH 16, 2021

FIRE & RESCUE

AIRGAS USA, LLC	OXYGEN	102.18
AMAZON.COM, LLC	CPS-MEDICAL SUPPLIES, OFFICE SUPPLIES, PRINTER, SHREDDER	1,012.96
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,499.20
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	COMPRESSOR WORK, SCBA REPAIR	1,259.25
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	81,995.48
GREAT PLAINS UNIFORMS	BADGES	3,505.50
JAMES HAHN	REIMB FEE PAID BY INSURANCE	97.91
MARVIN LENGEMANN	REIMB FEE PAID BY INSURANCE	713.00
MARY KAWA	REIMB FEE PAID BY INSURANCE	74.71
MENARDS	FLOOR SQUEEGEE, HOSE REPAIR	170.86
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE TO 2021/02/05	3,942.34
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/23	5,921.79
PAMELA SWANSON	REIMB FEE PAID BY INSURANCE	87.09
PAUL LUCHT & SONS	ALIGNMENT	564.50
PWW MEDIA, INC	CPS-TRAINING-GRAY	149.00
SANDRY FIRE SUPPLY, LLC	HELMETS	2,096.00
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	1,317.80
WALMART SUPERSTORE	SUPPLIES	45.04
WESTLAKE ACE HARDWARE	PADLOCKS	59.97
ZIRMED, INC	MONTHLY PROF CLAIMS MGT FEE-2021/02/10	136.71
ZOLL DATA SYSTEMS INC	QTRLY EPCR/FRMS MAINT 2021/3/15-2021/6/14	2,522.25
		$ 110,281.49

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CABLE, PRINTER	317.68
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	11.34
		$ 329.02

NON-DEPARTMENTAL/CONTRACTS

BKD & ASSOCIATES, LLP	2020 AUDIT PROGESS BILLING #3, ANNEXATION WORK	11,500.00
GOTOMEETING	MONTHLY CONFERENCE CALLS	17.12
LOCKTON COMPANIES, LLC	PREMIUM/PROP CASUALTY INSURANCE	99,890.00
PM AM CORPORATION	ALARM FEES-DEC 2021	1,790.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-APR 2021	13,452.93
SCOTT WELCH	MONTHLY WEB MAINTENANCE-FEB 2021	125.00
SILVERSTONE GROUP, INC	OPEB & POLICE PENSION	500.00
		$ 127,275.05

WASTEWATER

AMAZON.COM, LLC	GLOVES, PIPE GUIDE	164.25
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	40.94
CENTURY LINK	MONTHLY SERVICE 2021/02/13-2021/03/12	211.44
ELLIOTT EQUIPMENT CO	LEADER HOSE, MANHOLE ROLLER	905.73
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2021	11,695.89
GRAINGER	VACUUM GAUGE	22.50
HDR ENGINEERING, INC	WW CONNECTION EVALUATION 2021-2-27	2,351.02
MENARDS	BUSHING, WHEEL, GALV TEE	9.65
METRO LEASING	8735-LEASE-2021/02/25-JET TRUCK	22,836.87
NAPA AUTO PARTS	HOSE CLAMP, CLEANER, OIL	135.80
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/23	3,257.81
U.S. CELLULAR	MONTHLY SERVICE 2021/02/03	842.85
USA BLUE BOOK	SAFETY VESTS	579.16
		$ 43,053.91

CPS-Payments made with City credit card

MINUTE RECORD

CLAIMS FOR MARCH 16, 2021

ECNOMIC DEVELOPMENT		
SARPY CO ECONOMIC DEV CORP	2019/2020 ANNUAL INVESTMENTS	10,000.00
		10,000.00
COMMUNITY BETTERMENT		
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/02/23	100.60
		$ 100.60
COMMUNITY DEVELOPMENT		
ACE PROPERTIES LLC	COVID RENT ASSISTANCE	1,070.00
EXCEPTIONAL PROPERTIES GROUP	COVID RENT ASSISTANCE	835.00
PJ MORGAN REAL ESTATE	COVID RENT ASSISTANCE	2,759.00
SOUTHROADS APARTMENTS	COVID RENT ASSISTANCE	1,059.36
ABBY HIGHLAND	CDBG EXPENSES-FEB 2021	4,120.50
HOUSING FOUNDATION FOR SARPY COUNTY	COVID HOUSING PREVENTION	18,753.17
		$ 28,597.03
FEDERAL FORFEITURES		
VERIZON WIRELESS	MONTHLY SERVICE 2021/01/22-02/21	677.23
		$ 677.23
G.O. BONDS		
S&P GLOBAL RATINGS	ANALYTICAL SERVICE-DEBT SERVICE	12,350.00
		$ 12,350.00
BELLEVUE MUNICIPAL BUILDING CORPORATION		
SECRETARY OF STATE'S OFFICE	CORPORATION ANNUAL REPORT -BMCB	23.00
SECRETARY OF STATE'S OFFICE	TAX RETURN-BMCB	2.70
		$ 25.70
	TOTAL CLAIMS FOR MAR 16, 2021	**$ 1,425,768.94**

CPS-Payments made with City credit card

Sarpy County EDC
Sarpy County Economic Development Corporation

Bellevue Annual Return on Investment

GOAL Create, grow and recruit businesses, jobs and investment in Sarpy County

Project Insight

4
Landed Projects
In Sarpy County

2
Prospect Visits
In Bellevue

Capital Investment
$286,000,000

1,020 New Jobs
In Sarpy County

16
Opportunities
In Bellevue

Site Development Breakdown

23
Site and Building Submissions
In Bellevue

$2,330
$$ Spent on Site Development
In Bellevue

In your Community

9 Business Retention and Expansion Meetings
8 Business and Community Interactions
3 Business Assistances
3 Investor Relation Meetings
11 Site Development Meetings

SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION
2020 ANNUAL ECONOMIC INDICATORS REPORT

Sarpy County EDC
Sarpy County Economic Development Corporation

BUILDING PERMIT VALUATIONS						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2020	$ 20,469,643	$ 18,971,973	$ 24,507,494	$ 23,561,906	$ 87,511,016
	2019	$ 23,678,366	$ 38,748,808	$ 30,900,565	$ 27,415,328	$ 120,743,067
Bellevue	2020	$ 41,944,130	$ 30,551,153	$ 31,061,670	$ 28,393,938	$ 131,950,891
	2019	$ 18,351,453	$ 44,755,840	$ 56,768,338	$ 23,046,512	$ 142,922,143
Papillion	2020	$ 126,294,445	$ 41,427,612	$ 78,506,181	$ 213,163,656	$ 459,391,894
	2019	$ 41,526,867	$ 76,074,927	$ 704,057,757	$ 317,894,405	$ 1,139,553,956
La Vista	2020	$ 14,106,362	$ 7,224,734	$ 17,351,538	$ 26,671,368	$ 65,354,002
	2019	$ 4,547,303	$ 15,696,049	$ 10,539,780	$ 5,549,333	$ 36,332,465
Gretna	2020	$ 18,101,527	$ 23,365,500	$ 15,667,847	$ 17,046,363	$ 74,181,237
	2019	$ 16,910,464	$ 11,936,296	$ 11,367,583	$ 12,760,150	$ 52,974,493
Springfield	2020	$ 1,332,075	$ 3,299,988	$ 2,767,920	$ 4,616,975	$ 12,016,958
	2019	$ 1,522,428	$ 879,656	$ 2,207,427	$ 2,669,674	$ 7,279,185
TOTALS	2020	$ 222,248,182	$ 124,840,960	$ 169,862,650	$ 313,454,206	$ 830,405,998
	2019	$ 106,536,881	$ 188,091,576	$ 815,841,450	$ 389,335,402	$ 1,499,805,309

SINGLE FAMILY HOUSING PERMITS ISSUED						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2020	66	76	75	80	297
	2019	77	115	99	80	371
Bellevue	2020	52	49	73	48	222
	2019	26	46	55	40	167
Papillion	2020	85	76	137	118	416
	2019	44	54	82	68	248
La Vista	2020	5	0	0	2	7
	2019	0	0	1	2	3
Gretna	2020	35	38	37	45	155
	2019	21	15	31	36	103
Springfield	2020	4	7	9	4	24
	2019	5	3	6	9	23
TOTALS	2020	247	246	331	297	1,121
	2019	173	233	274	235	915

MULTI-FAMILY HOUSING PERMITS ISSUED (# OF UNITS)						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2020	0	0	0	0	0
	2019	0	0	0	22	22
Bellevue	2020	2	2	0	10	14
	2019	0	204	0	0	204
Papillion	2020	75	4	42	224	345
	2019	0	36	260	0	296
La Vista	2020	72	0	60	150	282
	2019	0	60	36	0	96
Gretna	2020	36	0	0	0	36
	2019	0	0	0	0	0
Springfield	2020	0	0	0	0	0
	2019	0	0	0	0	0
TOTALS	2020	185	6	102	384	677
	2019	0	300	296	22	618

SINGLE FAMILY HOUSING SUBDIVISONS PLATTED (# OF LOTS)						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2020	43	0	4	4	51
	2019	0	0	59	285	344
Bellevue	2020	0	0	0	3	3
	2019	0	121	0	76	197
Papillion	2020	337	96	112	172	717
	2019	30	287	112	0	429
La Vista	2020	0	0	0	0	0
	2019	0	0	0	0	0
Gretna	2020	0	143	0	0	143
	2019	0	0	0	151	151
Springfield	2020	0	0	0	0	0
	2019	0	0	0	0	0
TOTALS	2020	380	239	116	179	914
	2019	30	408	171	512	1,121

SARPY COUNTY LABOR FORCE STATISICS						
		Labor Force	Employment	Unemployment	Rate	
	January	96,611	93,772	2,839	2.9%	
	February	97,288	94,501	2,787	2.9%	
	March	98,282	94,166	4,116	4.2%	
	April	96,954	88,105	8,849	9.1%	
	May	96,985	91,955	5,030	5.2%	
	June	97,888	91,169	6,719	6.9%	
	July	99,840	95,069	4,771	4.8%	
	August	97,990	94,426	3,564	3.6%	
	September	95,323	92,409	2,914	3.1%	
	October	96,343	93,972	2,371	2.5%	
	November	96,072	93,739	2,333	2.4%	
	December	96,568	94,290	2,278	2.4%	

2020 ANNUAL ECONOMIC INDICATORS REPORT

Qtr.	Project	Address/Location	Community	Valuation	Sq. Ft.
4	Google	14865 Gold Coast Road	Papillion	$122,306,000	300,000
1	Hormel	10808 South 132nd Street	Papillion	$60,000,000	0
4	Amazon	9722 S 132nd Street	Papillion	$28,500,000	197,611
1	Papillion La Vista High School Addition	402 E Centennial Road	Papillion	$21,000,000	0
1	Omaha Public Schools	1010 Childs Road	Bellevue	$13,725,474	80,179
2	Gretna Elementary School	19125 Fir Street	Gretna	$10,940,694	26,957
2	R&R #3	14620 Gold Coast Road	Papillion	$8,600,000	0
3	Echo Hills Assisted Living	14509 Echo Hills Drive	La Vista	$8,250,000	80,400
1	Streck Labs	11710 Peel Circle	La Vista	$8,000,000	78,482
3	Love's Travel Shop & Tire Shop	14375 Cornhusker Road	Papillion	$7,000,000	0
3	Carriage Hill Elementary (addition)	400 Cedardale Road	Papillion	$6,050,000	0
4	Pinnacle Bank	South 126th Avenue	Papillion	$5,335,207	23,196
4	City Centre	7878 Main Street	La Vista	$4,797,978	33,048
3	Murphy's Tractor	9751 South 148th Street	Sarpy	$4,300,800	35,331
3	Gretna Fire Station	21825 Capehart Road	Gretna	$3,549,163	30,992
1	Metro Stars Gymnastics Facility	11153 Cumberland Drive	Papillion	$3,391,146	0
1	Woodhouse Mazda & Car Wash	7845 Nebraska Drive	Bellevue	$3,170,223	23,126
2	Southroads Technology Park	1001 Fort Crook Road	Bellevue	$3,000,000	96,640
4	Kidlow Properties commercial storage	17105 South Highway 50	Springfield	$2,901,240	36,000
2	Bellevue University	1000 Galvin Road	Bellevue	$2,445,000	148,117
3	Baxter Subaru (remodel)	7010 South 124th Street	La Vista	$2,300,000	3,903
1	Flex Building	13275 Cornhusker Road	Papillion	$2,181,900	0
1	Papillion Landing Softball Complex	868 West Lincoln Street	Papillion	$2,000,000	0
4	Portal Flex Building	14565 Portal Circle	La Vista	$1,900,000	64,800
2	PayPal remodel	12312 Port Grace Boulevard	La Vista	$1,854,056	105,000
3	Kelley Engineering Equipment	22010 Fowler Drive	Gretna	$1,822,658	16,589
3	Falewich and Son's	11608 Valley Ridge Drive	Papillion	$1,625,000	48,125
2	La Vista City Centre Strip Mall	8373 Bartmettler Drive	La Vista	$1,537,334	12,082
4	Brace Integrated Services	21932 Fowler Drive	Gretna	$1,332,659	81,019
4	Frito-Lay	11511 Cary Street	La Vista	$1,250,000	0
4	Mixed Use Building	14135 South 220th Street	Gretna	$1,238,712	18,000
4	Southern Glazer's Wine and Spirits Phase I & II	13855 Cornhusker Road	Papillion	$1,186,892	0
3	Single Store office	10352 South 71st Terrace	Papillion	$1,173,787	0
3	Commercial Warehouse remodel	11650 South 154th Street	Papillion	$1,133,275	0
3	Pella Windows	9845 South 142nd Street	Papillion	$1,123,000	43,004
4	Granite Falls Mansions Clubhouse & Garage	10951 Wittmus Drive	Papillion	$1,084,037	0
1	Physicians Mutual	601 Galvin Road	Bellevue	$907,500	67,000
1	Two Springs Elementary School	3001 Spring Boulevard	Bellevue	$900,000	0
1	Logan Fontenelle Middle School	701 Kayleen Drive	Bellevue	$900,000	0
3	Shell Building	10960 Harry Watanabe Parkway	La Vista	$897,000	16,200
4	Kroger Fuel Station	803 Galvin Road	Bellevue	$873,000	0
1	Mixed Use Building	21854 Platteview Road	Gretna	$853,155	15,360
4	Van Meter	14472 Gold Coast Road	Papillion	$822,000	0
4	Centennial Warehouse shell	11741 Centennial Road	La Vista	$800,000	45,056
3	St. Mary's Catholic Church	2302 Crawford Street	Bellevue	$800,000	0
2	XPO Logistics	14544 Gold Coast Road, Suite 100	Papillion	$794,200	0
4	Bakers (remodel)	801 Galvin Road	Bellevue	$774,750	0
1	Leonard Lawrence Elementary School	13204 South 29th Street	Bellevue	$750,000	0
1	Office	11650 South 154th Street	Papillion	$725,000	0
2	Multi-Use Commercial Building	240 Poplar Street	Springfield	$707,310	9,000
1	Dentist Office	10983 Cumberland Drive	Papillion	$697,130	0
2	Walmart	14544 Gold Coast Road	Papillion	$662,000	0
1	Burlington Park	20077 Hampton Drive	Gretna	$652,137	11,985
1	Dogtopia	18920 Edna Street, Suite 1	Sarpy	$650,391	7,004

Qtr.	Project	Address/Location	Community	Valuation	Sq. Ft.
4	Hy-Vee Fast & Fresh Express & Canopy	19141 Oakmont Drive	Gretna	$646,145	9,550
2	Pinnacle Data Services	20576 Highway 370	Gretna	$582,779	4,447
2	Commercial Shell	9808 South 148th Street	Sarpy	$573,048	0
4	Sarpy County	1102 E 1st Street	Papillion	$550,000	0
1	Bellevue Public Schools	2812 Arboretum Drive	Bellevue	$550,000	0
4	Tidal Wave Auto Spa	2008 Cornhusker Road	Bellevue	$545,127	3,300
2	Dunkin Donuts	11511 South 36th Street Suite A	Bellevue	$543,864	4,300
1	Indoor Storage	1201 Royal Drive	Papillion	$523,502	23,288
3	Omaha Public Schools Phase II	1001 Fort Crook Road	Bellevue	$500,000	11,282
2	McArtor Masonry, Inc.	11595 Olive Street	La Vista	$500,000	7,100
4	Hy-Vee (remodel)	11651 S 154th Street	Papillion	$442,700	0
4	Walmart (remodel)	8525 S 71st Plaza	Papillion	$425,000	0
3	Gretna Community Museum	410 West Angus Street	Gretna	$416,641	4,064
1	Eastern Nebraska Human	3604 Summit Plaza Drive	Bellevue	$402,755	9,796
1	Tenant Finish	14472 Gold Coast Road	Papillion	$398,880	0
4	Casey's General Store	572 Highway 6	Gretna	$389,147	4,162
2	Yahoo Holdings, Inc.	10917 Harry Watanabe Parkway	La Vista	$380,000	3,200
4	Pelster Construction	16918 Morgan Avenue, Suite 1-3	Sarpy	$366,319	5,150
2	Cobalt Credit Union	11661 South Highway 6	Gretna	$362,222	3,455
1	Papillion Animal Hospital	8410 South 73rd Plaza	Papillion	$350,000	0
1	Chiropractor	10351 Portal Road	Papillion	$345,000	0
4	Chilis	8373 Barmettler Drive	La Vista	$337,500	5,400
1	Aqua Tots	3512 Samson Way, Suite 106	Bellevue	$320,000	4,994
3	St. Columbkille Social Hall (remodel)	200 East 6th Street	Papillion	$300,000	0
1	Texas Roadhouse	7302 Olson Drive	Papillion	$300,000	0
1	Gretna Business Park	20202 Patton Street, Suite A	Gretna	$298,995	3,882
1	Makovckia Physical Therapy	20024 Glenmore Drive, Suite 101	Gretna	$290,724	2,130
1	Remedy Health	1320 Galvin Road	Bellevue	$284,000	3,200
1	Wing Stop	2012 Cornhusker Road, Suite 100	Bellevue	$275,000	2,351
3	Starbucks	8351 Bartmettler Drive	La Vista	$275,000	2,048
4	Lasky's	9808 South 148th Street	Sarpy	$273,507	3,900
2	Taco Bell	16116 Stevens Pointe Circle	Sarpy	$261,164	2,129
3	Ramen	7902 Towne Center Parkway	Papillion	$252,000	0
1	Quench-Eagle Wine	12005 Portal Road, Suite 1	La Vista	$250,000	30,576
2	CVS remodel	6901 South 84th Street	La Vista	$250,000	12,000
1	Vision Works	7505 Towne Center Parkway	Papillion	$250,000	0
3	Honest Chiropractic	16918 Morgan Ave., Suite 6	Sarpy	$236,114	1,449
4	Walmart (remodel)	9460 Giles Road	La Vista	$220,000	0
1	Bellevue Medical Center	2500 Bellevue Medical Center Drive	Bellevue	$218,543	758
1	Hauptman O'Brien Wolf & Lathrop PC	11507 South 42nd Street, Bay 101	Bellevue	$212,344	0
1	Gretna Business Park	20202 Patton Street, Suite C	Gretna	$203,494	1,941
1	Haven 150	12362 South 150th Street	Papillion	$200,000	0
4	Commercial Storage	13501 South 104th Street	Papillion	$200,000	0
4	Deford Family Dental	8410 South 73rd Plaza	Papillion	$198,673	0
2	Resurrection Lutheran Church	153 South McKenna Ave.	Gretna	$197,697	1,038
1	Sarpy County Agriculture Society	Grand Square	Springfield	$197,568	1,800
4	City of Bellevue Splash Pad	13111 Courtney Drive	Bellevue	$178,000	0
4	Wild Willys commercial storage	640 South 1st Street	Springfield	$165,039	2,100
3	All-Brite Glass & Screen addition	601 West Mission Ave.	Bellevue	$162,550	896
2	Makovicka Physical Therapy	11476 South 72nd Street	Papillion	$160,570	0
1	Talus	10914 Cumberland Drive	Papillion	$150,000	4,050
2	Starbucks remodel	1423 Papillion Drive	Papillion	$150,000	0
1	Olymbec USA	4530 Maass Road, Suite 240	Bellevue	$150,000	0
1	Midland Garage Door (remodel)	13661 Giles Road	La Vista	$134,274	0
1	Scooters	2 Cornhusker Plaza	Bellevue	$131,046	964
3	MultiCare Medical	701 Pinnacle Drive, Suite 101	Papillion	$125,000	0
4	Thiele Geotech	13478 Chandler Road	La Vista	$124,000	0
4	Nebraska Health Initiative	11412 Centennial Road Suite 800	La Vista	$122,000	5,000
1	Office (remodel)	501 Olson Drive	Papillion	$120,000	0
1	National Defense - Northrup Grumman	3200 Samson Way	Bellevue	$117,000	117,000

Qtr.	Project	Address/Location	Community	Valuation	Sq. Ft.
1	McDonalds	1608 Galvin Road	Bellevue	$115,000	0
2	New Vestibule addition	15350 Shepard Street	Papillion	$102,000	0
3	Vala's Pumpkin Patch bridge	12102 South 108 Street	Sarpy	$100,000	0
1	MM Finance LLC	2861 Capehart Road, Suite F	Bellevue	$100,000	5,000
1	Electrical Reliability Services (tenant finish)	9753 South 140th Street	Papillion	$100,000	0
1	Garbo's Salon	12744 Westport Parkway, 1-G	La Vista	$98,000	1,829
1	Great Clips	11314 Wickersham Blvd., Suite 200	Sarpy	$89,628	1,400
1	Orthodontist (tenant finish)	10955 Cumberland Drive	Papillion	$86,642	0
3	Advanced Auto Parts	1220 North Washington Street	Papillion	$82,264	0
1	City of Bellevue	1500 Wall Street	Bellevue	$80,000	0
1	HM Cragg	11937 Portal Road #105	La Vista	$75,000	1,800
4	Tenant Finish	249 Olson Drive	Papillion	$75,000	0

City of Bellevue
Nebraska
Office of the Mayor

BEE CITY USA
PROCLAMATION

WHEREAS, the City of Bellevue recognizes the efforts led by Green Bellevue to support pollinators by establishing and maintaining pollinator-friendly habitat on public and private land, raising awareness of pollinator conservation through education and on-going plans to expand pollinator health and habitat within our city; and

WHEREAS, Green Bellevue is seeking to qualify Bellevue as the first City in Nebraska to achieve the BEE CITY USA designation for its work; and

WHEREAS, the mission of BEE CITY USA is to galvanize communities to sustain pollinators, responsible for the reproduction of almost 90% of the world's flowering plant species, by providing them with healthy habitat, rich in a variety of native plants and free to nearly free of pesticides; and

WHEREAS, thanks to the more than 3,600 species of native bees in the United States, along with introduced honey bees, we have very diverse dietary choices rich in fruits, nuts, and vegetables; and

WHEREAS, bees and other pollinators have experienced population declines due to a combination of habitat loss, poor nutrition, pesticides (including insecticides, fungicides, and herbicides), parasites, diseases, and climate change; and

WHEREAS, pollinator-friendly communities can benefit local and regional economies through healthier ecosystems, increased vegetable and fruit crop yields, and increased demand for pollinator-friendly plant materials from local growers; and

WHEREAS, supporting pollinators fosters broad-based community engagement in environmental awareness and sustainability; and

WHEREAS, in order to enhance understanding among local government staff and the public about the vital role that pollinators play and what each of us can do to sustain them, the city of Bellevue chooses to support and encourage healthy pollinator habitat creation and enhancement, and

Now Therefore, I Mayor Rusty Hike have the distinct honor of Proclaiming the City of Bellevue as the BEE CITY USA sponsor and designate Green Bellevue as the BEE CITY USA Liaison to facilitate our city's BEE CITY USA program.

CITY OF BELLEVUE NEBRASKA

Mayor Rusty Hike

*8a.
3/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	SUBMITTED BY: Paul Cook, City Council President	
AGENDA ITEM:	CONSENT AGENDA ☑	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☑

SUBJECT:
2021-2022 Budget Task Force

SYNPOSIS/BACKGROUND:
The City of Bellevue will soon begin the budget process for 2021-2022. I am requesting a Budget Task Force be created to provide guidance and direction with the goal of bringing forward a budget which meets the needs of our City. The Budget Task Force shall begin their work after approval by the City Council and will disband once the 2021-2022 Budget is approved.

FISCAL IMPACT: 0 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:
Approval of the 2021-2022 Budget Task Force

ATTACHMENTS:

1.	Letter recommending Appointments	2.	Council Policy 16	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

March 16, 2021

To: Bellevue Mayor Rusty Hike
Bellevue City Council Members
Bellevue City Administrator Jim Ristow

Subject: Budget Task Force for 2021-2022
Policy Resolution 16 – Council Task Forces

The City of Bellevue will soon begin the budget process for 2021-2022. I am requesting a Budget Task Force be created to provide guidance and direction with the goal of bringing forward a budget which meets the needs of our City. The Budget Task Force shall begin their work after approval by the City Council and will disband once the 2021-2022 Budget is approved.

I am requesting the appointment of the following members to the 2021-2022 Budget Task Force:

Councilman Paul Cook
Councilman Thomas Burns
Councilwoman Kathy Welch
City Administrator Jim Ristow
Finance Director Rich Severson
Fire Chief Perry Guido
Police Chief Ken Clary
Public Works Director Doug Clark

To ensure each council member has the opportunity to provide input throughout this process, the Task Force members will work directly with another Council Member. Councilman Thomas Burns will work with Councilman Don Preister, Councilwoman Kathy Welch will work with Councilman Bob Stinson and Councilman Paul Cook will work with Councilman Jerry McCaw.

The Budget Task Force will utilize the assistance and expertise of City Attorney Bree Robbins. I appreciate your support of this Task Force.

Respectfully submitted,

Paul Cook

Paul Cook
City Council President
Ward III
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

POLICY RESOLUTION 16

COUNCIL TASK FORCES

From time to time it will be beneficial for the City Council to investigate, fact find, seek solutions and remedies to issues of policy or operations of government. To facilitate such efforts, it shall be the policy of the City Council to establish Task Forces as working groups.

A Task Force may only be requested by the Mayor or any City Council member. The City Council shall approve the Task Force, and its defined task and objectives, which shall be presented in writing by the City Council member requesting the Task Force. The members of a Task Force shall be appointed by the City Council member requesting the Task Force and shall be approved by the City Council. The members may include up to three (3) City Council members and additional city personnel, if approved by the City Administrator. The City Council shall set a start date and a tentative end date for each Task Force.

The City Clerk shall maintain a Task Force file containing all member names and contact information, starting and ending dates, defined task with objectives, final written report and any further action taken by the City Council as it relates to the Task Force. Task Force members shall be listed on the city's website during the time the Task Force is active.

Upon completion of the defined task, a written report shall be presented at a regular meeting to the City Council for review. The Task Force shall automatically be disbanded after the presentation of the written report unless further action is requested and approved by majority vote of the City Council. In the event further action is requested and approved, the Task Force shall continue until the defined task or further action is completed, at which time another written report shall be presented at a regular meeting to the City Council for review. If at that time no further action is requested and approved, the Task Force shall automatically be disbanded.

Adopted	3/16
Revised	1/21

10a.
03/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/16/2021		SUBMITTED BY: Susan Kluthe, City Clerk			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☑	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Application for RIFS Inc. dba "Bellevue Quik and Friendly" for a Class D Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 2220 Avery Rd. E., Bellevue and Farrukh Rakhimov as Manager.

SYNPOSIS/BACKGROUND:

RIFS Inc. dba "Bellevue Quik and Friendly" for a Class D Liquor License, to sell beer, wine, and distilled spirits, Off Sale Only, at 2220 Avery Rd. E., Bellevue and Farrukh Rakhimov as Manager. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk publishes a hearing notice and the application is reviewed by the Police, Planning and Clerk and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

FISCAL IMPACT: $615.00/year BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend approval of application for RIFS Inc. dba "Bellevue Quik and Friendly" for Class D to sell beer, wine, and distilled spirits, Off Sale Only, at 2220 Avery Rd. E., Bellevue and Farrukh Rakhimov as Manager

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bradley Rawlins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

LIQUOR LICENSE APPLICATION REPORT
CITY OF BELLEVUE
PLANNING DEPARTMENT

DATE OF CITY COUNCIL PUBLIC HEARING: March 2, 2021

DATE REPORT DUE TO CITY CLERK: January 25, 2021

APPLICANT: RIPS Inc. dba "Bellevue Quik and Friendly"

ADDRESS: 2220 Avery Rd. E., Bellevue 68005

REQUESTED ACTION: Recommendation to approve application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, 2220 Avery Rd. E., Bellevue, and for Farrukh Rakhimov as Manager

BACKGROUND: New Application for Class D Liquor License

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

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

EXISTING ZONING: BG (General Business)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial – Check Cashing Facility

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

ADJACENT LAND USE AND ZONING:

NORTH: BG, Commercial

SOUTH: BG, Village Inn across Avery Road

EAST: Galvin Road right-of-way

WEST: Fort Crook Road right-of-way

DISTANCE FROM SCHOOL (if applicable): n/a

DISTANCE FROM COLLEGE (if applicable): n/a

DISTANCE FROM CHURCH (if applicable): n/a

IMMEDIATE NEIGHBORHOOD/AREA LAND USES: This property is part of a commercial corridor along Avery Road.

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

ANALYSIS OF NEIGHBORHOOD EFFECTS:

TRAFFIC: There is no traffic impact expected.

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

PEDESTRIAN: There is no pedestrian impact expected.

NOISE: There is no noise impact expected.

LIGHTING: There is no lighting impact expected.

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

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: March 2, 2021 Due to City Clerk: January 25, 2021

Applicant: RIFS Inc. dba "Bellevue's Quik & Friendly"

Location/Address: 2220 Avery Rd. E., Bellevue, 68005

Requested Action:

Recommendation to approve application for a Class "D" Liquor License to sell, beer, wine, and distilled spirits, Off Sale Only, for RIFS Inc. dba "Bellevue's Quik & Friendly" at 2220 Avery Rd. E., Bellevue, NE 68005 and Farrukh Rakhimov as Manager.

Individuals to be Checked:

	Name & Address	DOB
1.	Farrukh Rakhimov, 11643 Burt St. Apt P4, Omaha, NE 68154	
2.	Saoda Achilova, 11643 Burt St. Apt P4, Omaha, NE 68154	

Comments:

Approved 2-5-21

Signature of Reviewer: [signature] Date: 2-5-21

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: RIFS Inc. dba "Bellevue's Quik and Friendly"
LOCATION/ADDRESS: 2220 Avery Rd. E, Bellevue, 68005
REQUESTED ACTION: Recommendation to approve new application for Class "D-124109" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only at 2220 Avery Rd. E., Bellevue, **AND** for Farrukh Rakhomov as manager.

DATE APPLICATION RECEIVED: 02/02/20

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 03/19/21

DATE ADVERTISED (not less than 7 nor more than 14 days): 02/17/21

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	1
Class B (Beer off sale only):	0
Class C (Alcoholic liquor, on and off sale):	24
Class D (Alcoholic liquor, off sale only):	27
Class I (Alcoholic liquor on sale only):	31
Class K (Catering License with Class B, C or D license):	5
Class X (Wholesale Liquor)	1
TOTAL	89

APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL

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

RECEIVED
JAN 28 2021
NEBRASKA LIQUOR
CONTROL COMMISSION

Hot List: YES / NO	New/Replacing #	
Class Type D	124109	Initial KF

Applicant name RIFS, Inc Farrukh Rakhimov

Trade name "Bellevue's Quick & Friendly"

Previous trade name N/A

Contact email address rifsinc2015@gmail.com

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

1-31-2026

Crim hx

~~No fee Submitted~~

Office use only
PAYMENT TYPE PayPort
AMOUNT: $400.-
Received: KM

2100000899

1. ✓ Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.

2. ✓ Enclose application fee of $400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.

3. ✓ Enclose the appropriate application forms;
   - Individual License (requires insert form 1)
   - Partnership License (requires insert form 2)
   - ✓ Corporate License (requires insert form 3a & 3c)
   - Limited Liability Company (LLC) (requires form 3b & 3c)

4. ✓ If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.

5. X If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

6. X If buying the business of a current liquor license holder:
   a. Provide a copy of the purchase agreement from the seller (must read applicants name)
   b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
   c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)

7. X If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).

8. ✓ Enclose a list of any inventory or property owned by other parties that are on the premises.

9. ✓ For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
   a. For residency enclose proof of registered voter in Nebraska
   b. If permanent resident include Employment Authorization Card or Permanent Resident Card
   c. See guideline for further assistance

10. ✓ Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.

11. ✓ Submit a copy of your business plan.

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

Signature

01/20/21
Date

APPLICATION FOR LIQUOR LICENSE
RETAIL

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

RECEIVED
JAN 28 2021
NEBRASKA LIQUOR
CONTROL COMMISSION

[redacted]

RETAIL LICENSE(S) [redacted]

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

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

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

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

[redacted]

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

[redacted]

Name Farruch Rakhimov Phone number: 4027064246

Firm Name RIFS Inc

[redacted] INFORMATION

Trade Name (doing business as) Bellevue's Quik & Friendly

Street Address #1 2220 E. Avery (Street) Road Avery RD E

Street Address #2

City Bellevue County Sarpy Zip Code 68005 +4643

Premises Telephone number 402 706 4246

Business e-mail address rifsinc2015@gmail.com

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

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

Name RIFS Inc "Bellevue's Quik & Friendly"

Street Address #1 2220 Avery Road, East, (Bellevue)

Street Address #2

City Bellevue State NE Zip Code 68005 +4643

[redacted]

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

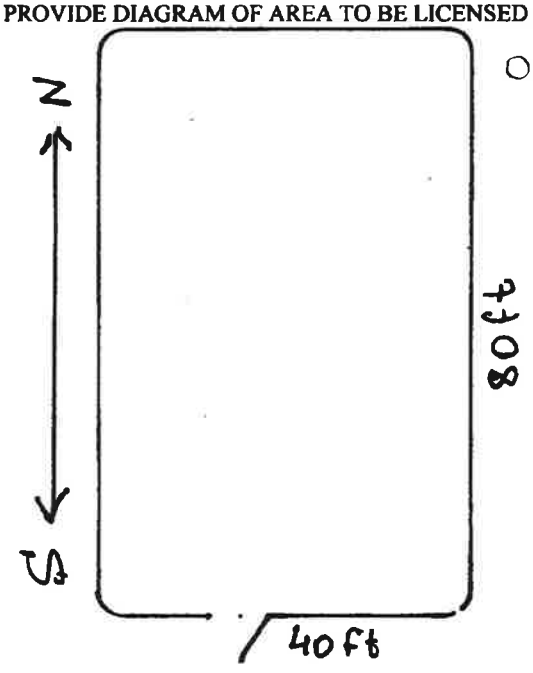
**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 80 x width 40 in feet

Is there a basement? Yes ____ No ✓ If yes, length ____ x width ____ in feet

Is there an outdoor area? Yes ____ No ✓ If yes, length ____ x width ____ in feet

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



One story bldg approx 80 x 40

APPLICATION INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**
Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

✓ YES _____ NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Farrukh Rakhimov	02/2012	Council Bluff, IA	speeding 1-10mph	1 point taken

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

_____YES ✓ NO

If yes, give name of business and liquor license number_____

a) Submit a copy of the sales agreement
b) Include a list of alcohol being purchased, list the name brand, container size and how many
c) Submit a list of the furniture, fixtures and equipment

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

_____YES ✓ NO

If yes, give name and license number_____

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

_____YES ✓ NO

If yes:
a) Attach temporary operating permit (TOP) (Form 125)
b) TOP will only be accepted at a location that currently holds a valid liquor license.

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

_____YES ___✓___NO

If yes, list the lender(s)_____

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

_____YES ___✓___NO

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

No silent partners

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

___✓___YES _____NO

If yes, list such item(s) and the owner. Coolers from Pepsico, Coca-Cola, Dr. Pepper

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

_____YES ___✓___NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)
Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

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

_____YES ___✓___NO

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

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

First National Bank 11404 W. Dodge Road, Omaha, NE 68154 Farrukh Jakhimov

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

"Q st Express", 8410 Q st, 68127
"Papillion's Quik & Friendly" 802 Tara Plaza Suite 102, 68046
"96th St Quik & Friendly" 4751 S. 96th Street, 68127
"Jack's Discount Tobacco & Liquor" Omaha, NE 68154
"Grows's Quik & Friendly" 5014 Grover st, Omaha, NE

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Farrukh Rakhimov	01/2021	Responsible Beverage Service Training, UNL

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Farrukh Rakhimov	1/2002 - 5/2015	TFL Inc "Mega Saver" Manager
Farrukh Rakhimov	5/2015 - current	RIPS Inc Owner 8410 Q St, Omaha, NE 68127

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

✓ Lease: expiration date Jan 31, 2026

_____ Deed

_____ Purchase Agreement

14. When do you intend to open for business? April 2021

15. What will be the main nature of business? Convenience Store offering Liquor, beer, cigarettes, Snacks

16. What are the anticipated hours of operation? 6A - 11p M - Sund.

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

APPLICANT: CITY & STATE	YEAR FROM	YEAR TO	SPOUSE: CITY & STATE	YEAR FROM	YEAR TO
Farrukh Rakhimov, Omaha, NE	12/99	current	Saodat Achilova, Omaha, NE	01/2008	current

If necessary attach a separate sheet.

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

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

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

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

Signature of Applicant	**Signature of Spouse**
Farrukh Rakhimov **Print Name**	**Print Name**
Signature of Applicant	**Signature of Spouse**
Print Name	**Print Name**

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas

The foregoing instrument was acknowledged before me this

1/27/2021 (date) by Farrukh Rakhimov (name of person(s) acknowledged (individual(s) signing))

Notary Public signature

GENERAL NOTARY - State of Nebraska
ALEXANDRA J DAWSON
My Comm. Exp. September 5, 2023

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

APPLICATION FOR LIQUOR LICENSE
CORPORATION
INSERT - FORM 3a

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

Office Use RECEIVED

JAN 28 2021

NEBRASKA LIQUOR CONTROL COMMISSION

Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

1) **All officers, directors and stockholders must be listed**
2) **President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.**
3) **Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)**

Attach copy of Articles of Incorporation

Name of Registered Agent: Farruh Rakhimov

Name of Corporation as it will appear on the license as listed on the Articles

RIFS, Inc

Corporation Address: 11643 Burt street ~~#P4~~ Apt P4

City: Omaha State: NE Zip Code: 68154 + 1547

Corporation Phone Number: 4027064246 Fax Number

Total Number of Corporation Shares Issued: 10,000

Name and residence address of President/CEO (Information must be provided)

Last Name: Rakhimov First Name: Farruh MI:

Home Address: 11643 Burt street ~~#4~~ Apt P4 City: Omaha,

State: NE Zip Code: 68154 + 1547 Home Phone Number:

Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas

The foregoing instrument was acknowledged before me this

1/27/2021 by Farruh Rakhimov
Date name of person acknowledge

Affix Seal

GENERAL NOTARY - State of Nebraska
ALEXANDRA J DAWSON
My Comm. Exp. September 5, 2023

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

Last Name: Rakhimov First Name: Farrukh MI:

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

Title: Owner/CEO Number of Shares 100%

Spouse Full Name (indicate N/A if single): Saodat Achilova *spouse

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

Last Name: First Name: MI:

Social Security Number: Date of Birth:

Title: Number of Shares

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

Spouse Social Security Number: Date of Birth:

Last Name: First Name: MI:

Social Security Number: Date of Birth:

Title: Number of Shares

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

Spouse Social Security Number: Date of Birth:

Last Name: First Name: MI:

Social Security Number: Date of Birth:

Title: Number of Shares

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

Spouse Social Security Number: Date of Birth:

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

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

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

Spouse Social Security Number:_____ Date of Birth:_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

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

Spouse Social Security Number:_____ Date of Birth:_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

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

Spouse Social Security Number:_____ Date of Birth:_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

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

Spouse Social Security Number:_____ Date of Birth:_____

Is the applying corporation controlled by another corporation/company?

☐YES ☒NO

If yes, complete controlling corporation insert form 185

Starting Date: Jan 1 Ending Date: Dec 31

☐YES ☒NO

If yes, provide the Federal ID # _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

SPOUSAL AFFIDAVIT OF NON PARTICIPATION INSERT

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

Office Use

RECEIVED

MAY 27 2020

NEBRASKA LIQUOR CONTROL COMMISSION

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

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

Signature of **NON-PARTICIPATING SPOUSE**

Saadat Achilova

Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

this May, 26 2020 (date)

by Mark Zinkov

Name of person acknowledged (Individual signing document)

Notary Public Signature

GENERAL NOTARY - State of Nebraska
MARK ZINKOV
My Comm. Exp. April 28, 2024

Signature of **APPLICANT**

Farrukh Rakhmov

Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

this May, 26 2020 (date)

by Mark Zinkov

Name of person acknowledged (Individual signing document)

Notary Public Signature

GENERAL NOTARY - State of Nebraska
MARK ZINKOV
Affix Seal My Comm. Exp. April 28, 2024

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

Nebraska Secretary of State

RIFS, INC.

Mon Feb 1 16:03:13 2021

SOS Account Number
10209448
Status
Active

Principal Office Address
11730 BURT STREET
APT Y3
OMAHA, NE 68154
USA
Registered Agent and Office Address
FARRUKH RAKHIMOV
11643 BURT STREET
#4
OMAHA, NE 68154

Nature of Business
RETAIL AND CONVENIENCE STORE
Entity Type
Domestic Corp
Qualifying State: NE
Date Filed
May 22 2015

Corporation Position	Name	Address
President	FARRUKH RAKHIMOV	11643 BURT ST #4 OMAHA, NE 68154 USA
Secretary	FARRUKH RAKHIMOV	11643 BURT ST #4 OMAHA, NE 68154
Treasurer	FARRUKH RAKHIMOV	11643 BURT ST #4 OMAHA, NE 68154
Director	FARRUKH RAKHIMOV	11643 BURT ST #4 OMAHA, NE 68154 USA

Next Report Due Date
Jan 01 2022

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

RECEIVED

JAN 28 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer,** corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

BARCODE

MANAGER APPLICATION
INSERT - FORM 3c

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

Office Use

RECEIVED

JAN 28 2021

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

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

Name of Corporation/LLC: RIFS Inc

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

Premise Trade Name/DBA: Bellevue's Quik & Friendly"

Premise Street Address: 2220 ~~East~~ Avery Road E

City: Bellevue County: Sarpy Zip Code: 68005

Premise Phone Number: 4027064246

Premise Email address: rifsinc2015@gmail.com

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

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

[redacted] PLEASE PRINT CLEARLY

Last Name: Rakhimov First Name: farrukh MI:

Home Address: 11643 Burt street #P4 Apt P4

City: Omaha County: Douglas Zip Code: 68154 / 5547

Home Phone Number: 402-706-4246

Driver's License Number & State: [redacted] NE

Social Security Number: [redacted]

Date Of Birth: [redacted] Place Of Birth: Khujand, Tajikistan

Email address: rifsinc2015@gmail.com

[redacted]

☒ YES ☐ NO #Spouse

[redacted]

X Spouses Last Name: Achilova First Name: Saodat MI:

Social Security Number:

Driver's License Number & State: H NE

Date Of Birth: [redacted] Place Of Birth: Khujand, Tajikistan

[redacted] SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	1999	Current	Omaha, NE	2008	Current

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2002	2015	TFL Inc "Mega Saver"	Rashid Samiev	402 399 5377

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**
Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Farrukh Rakhimov	02/2012	Council Bluff IA	speeding 1-10 mph	1 point taken

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

☒YES ☐NO

IF YES, list the name of the premise(s): Q st Express
Papillion's Quik & Friendly
96th St Quik & Friendly
Grover's Quik & Friendly
Jack's Discount Tobacco & Liquor

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

☒YES ☐NO

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

*NLCC Training Certificate Issued: 07/01/2019 Name on Certificate: Farruch Rakhimov

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Farruch Rakhimov	07/2019	RBST Responsible Beverage Service Training

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Farruch Rakhimov GM	2002-2015	TIL Inc "Mega Saver"
		202 S 73rd St, Omaha, NE
Farruch Rakhimov Owner	2015-current	RIFS Inc stores

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

11a. 11a1. and 11a2.
03/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 02/16/2021	SUBMITTED BY: Tammi Palm		TITLE: Planning Manager		
AGENDA ITEM:	CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐	
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Approval of a request to rezone Lots 1 and 2 Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast 1/4 of the Southwest 1/4 of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska from AG to RS-120 for the purpose of residential development, preliminary plat Lots 1 and 2 Figgyland Overlook, and final plat Lots 1 and 2 Figgyland Overlook. Applicant: HBC Homes, Mike Preston. General Location: 2116 Fairview Road

SYNPOSIS/BACKGROUND:

Mike Preson, on behalf of HBC Homes, is requesting approval of a change of zone and to preliminary plat and final plat Lots 1 and 2, Figgyland Overlook, being a replatting of Tax Lot 11 for the purpose of single family residential development. The property is currently zoned AG and considered non conforming due to the fact it is less than 20 acres. The AG zoning requires a 20 foot side yard setback and the proposed RS-120 zone requires a 10 foot side yard setback. The applicant has indicated a change of zone will match the residential lots adjacent to this property and will also bring the property into conformance.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Rezoning Ordinance
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

PLANNING COMMISSION RECOMMENDATION

APPLICANT: HBC Homes

Case #'s: Z-2012-18, S-2012-29, S-2012-30

CITY COUNCIL HEARING DATE: March 2, 2021

REQUEST: to rezone Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast ¼ of the Southwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, from AG to RS-120 for the purpose of residential development; preliminary plat Lots 1 and 2, Figgyland Overlook; and final plat Lots 1 and 2, Figgyland Overlook.

On January 28, 2021, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL of a request to rezone Lots 1 and 2, Figgyland Overlook, from AG to RS-120 for the purpose of residential development; preliminary plat Lots 1 and 2, Figgyland Overlook; and final plat Lots 1 and 2, Figgyland Overlook. ***APPROVAL*** based upon conformance with the Zoning Ordinance, Subdivision Regulations, Comprehensive Plan, and lack of perceived negative impact tot eh surrounding areas.

VOTE:

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

Planning Commission Hearing (s) was held on: January 28, 2021

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2012-18
S-2012-29
S-2012-30

FOR HEARING OF:
REPORT #1: January 28, 2021
REPORT #2: March 2, 2021

I. GENERAL INFORMATION

A. APPLICANT:

HBC Homes (Mike Preston)
19613 Audrey Street
Gretna, Ne 68028

B. PROPERTY OWNER:

Dennis P Figgins
2116 Fairview Road
Bellevue, NE 68123

C. GENERAL LOCATION:

2116 Fairview Road

D. LEGAL DESCRIPTION:

Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast ¼ of the Southwest ¼ of Section 10, T13N, R13E of the 6th P.M., Sarpy County, NE.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, from AG to RS-120 for the purpose of single-family residential development.

2. Preliminary plat Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11.

3. Final plat Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11.

F. EXISTING ZONING AND LAND USE:

AG, Single Family Residential

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 1.82 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is developed with a single-family residence built in 1964 and an accessory building on the northwest portion of the property. Proposed Lot 2 is presently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Tregaron Golf Course, AG
2. **East:** Single-Family Residential, RS-72-PS and AG
3. **South:** Fairview Elementary School (across Fairview Rd), RS-72,
4. **West:** Tregaron Golf Course, AG

C. REVELANT CASE HISTORY:

On January 28, 2021, the Planning Commission recommended approval of a request to rezone Lots 1 and 2 Figgland Overlook, being a platting of Tax Lot 11, from AG to RS-120 for the purpose of residential development; preliminary plat Lots 1 and 2 Figgyland Overlook; and final plat Lots 1 and 2, Figgyland Overlook.

D. APPLICABLE REGULATIONS:

1. Section 5.08, Zoning Ordinance, regarding RG-120 uses and requirements.

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

3. Chapter 4, Subdivision Regulations, regarding Final Plats.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. MAPA traffic data indicates 5,800 vehicles per day along Fairview Road near the intersection of South 25th Street.

2. This property will have access from existing drives along Fairview Road.

D. UTILITES:

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

E. ANALYSIS:

1. Mike Preston, on behalf of HBC Homes has submitted a request to preliminary plat and final plat Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 1.

2. In conjunction with the platting, the applicant is also requesting a change of zone for Lots 1 and 2, Figgyland Overlook, from AG to RS-120, for the purpose of single-family residential development.

The property is presently zoned AG. The current tax lot is non conforming due to the fact it is less than 20 acres.

The AG zoning requires a 20 foot side yard setback and the proposed RS-120 zone requires a 10 foot side yard setback. The applicant has indicated a change of zone will match the residential lots adjacent to this property. It will also bring the property into conformance.

3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the

requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, made comments pertaining to technical revisions to the preliminary plat and final plat. The applicant's engineer has since satisfied these comments.

Krista Hoffart, Offutt Air Force Base Community Planner, made comments the property is not located within the Accident Potential Zone or Noise Contours.

No other comments were received on this case.

4. With this plat, the applicant is dedicating additional right-of-way for Fairview Road.

5. This property is designated for medium density residential in the Future Land Use Map of the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Preliminary plat received December 23, 2020
4. Final plat received January 15, 2021
5. Letter from Jeff Stoll received January 15, 2021

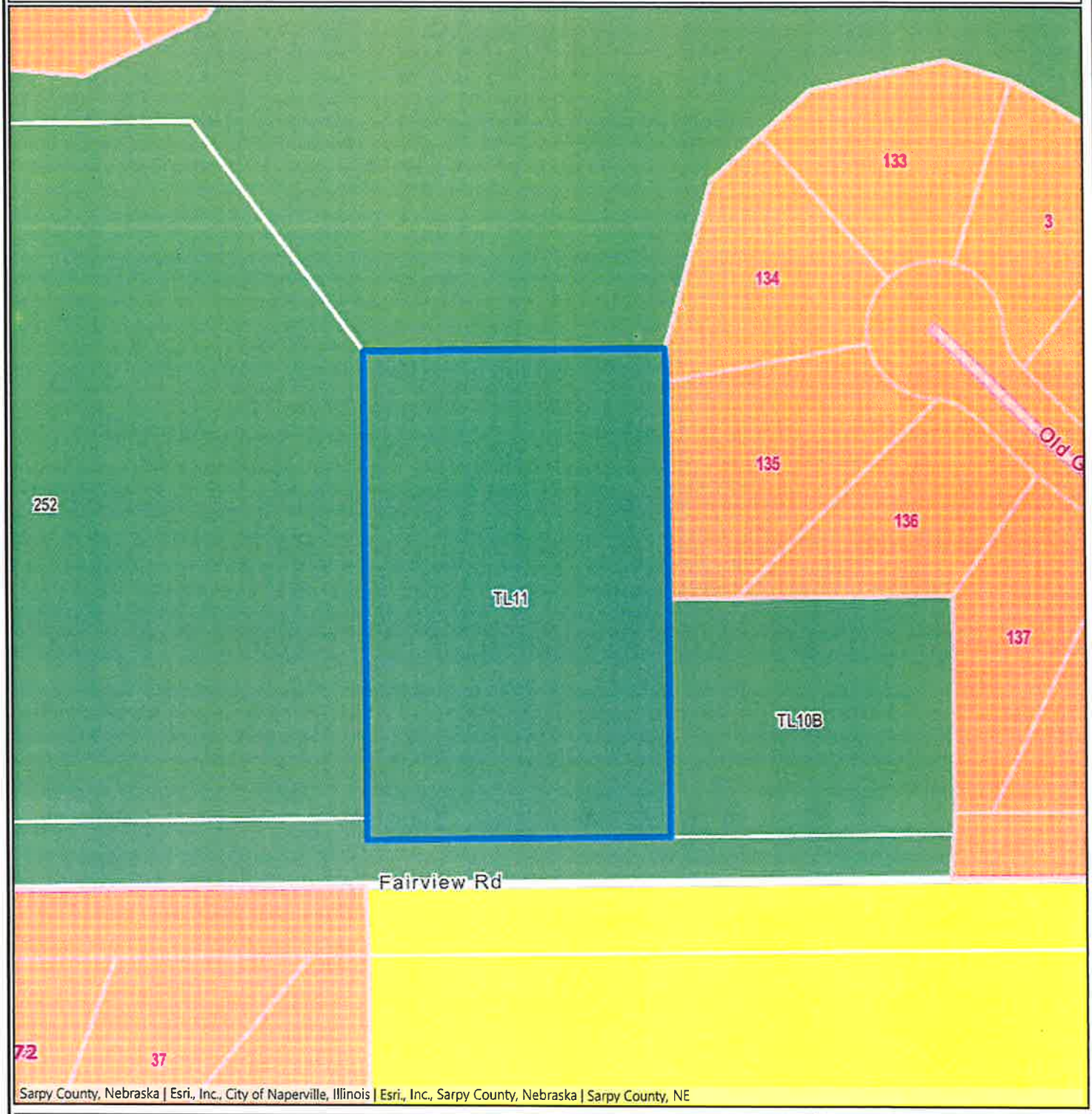
VII. COPIES OF REPORT TO:

1. HBC Homes (Mike Preston)
2. Dennis Figgins
3. E & A Consulting Group, Inc. (Jeff Stoll)
4. Public Upon Request

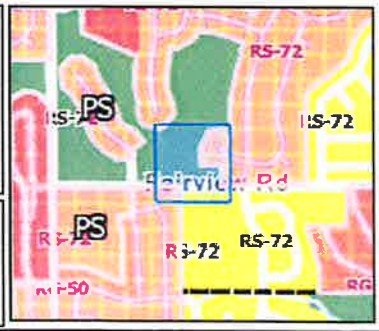
Angela M. Cerny 2/8/21
Assistant Planning Manager Date

Tammi L Palm 02/08/21
Planning Manager Date

SARPY COUNTY
NEBRASKA



Notes

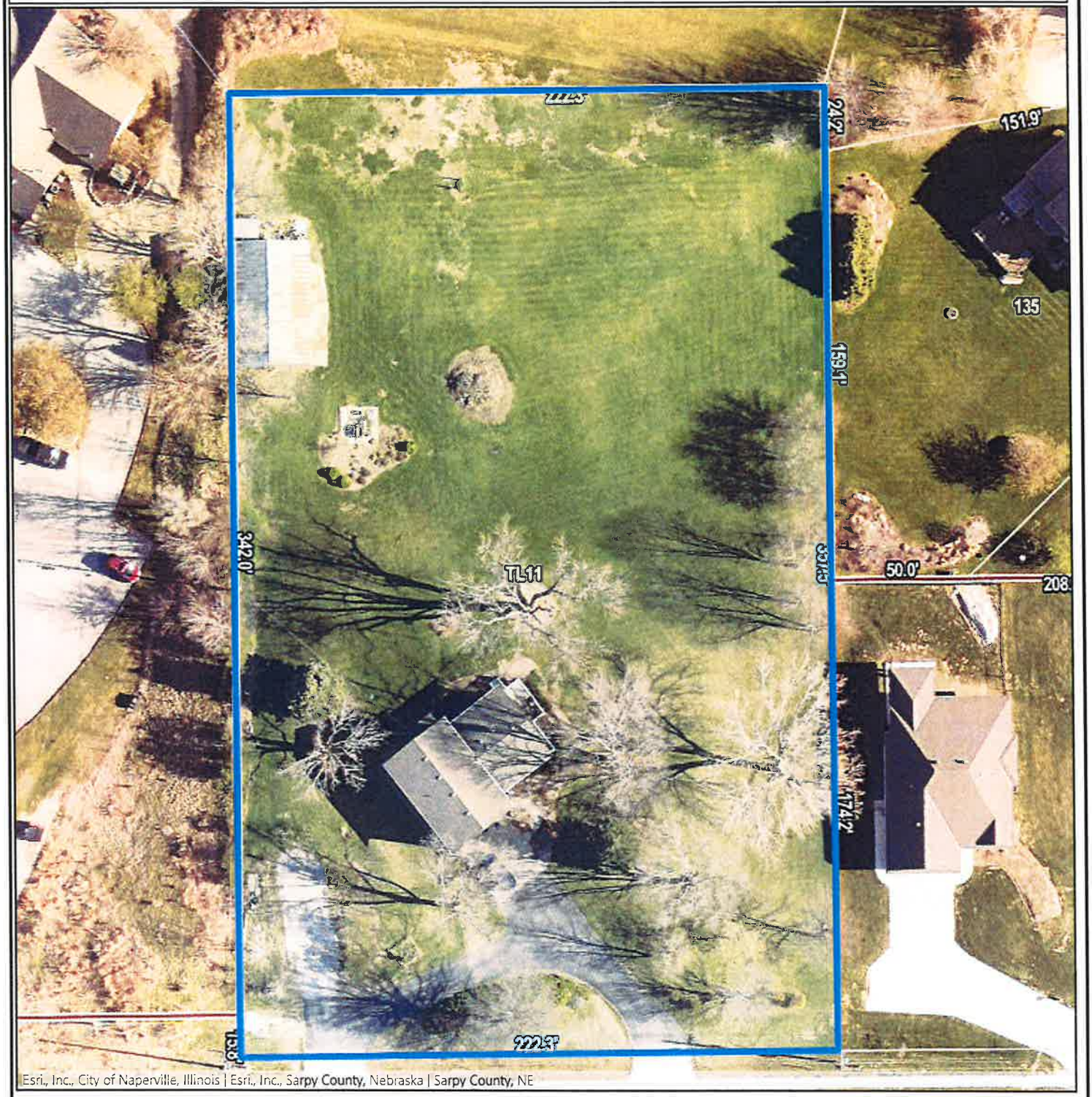


0 150 300 ft

Map Scale 1: 1592

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SARPY COUNTY
NEBRASKA



Notes



0 50 100 ft

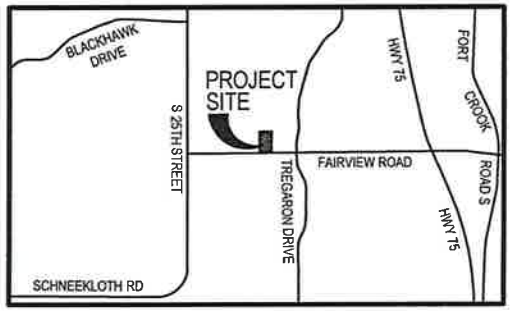
Map Scale 1: 796

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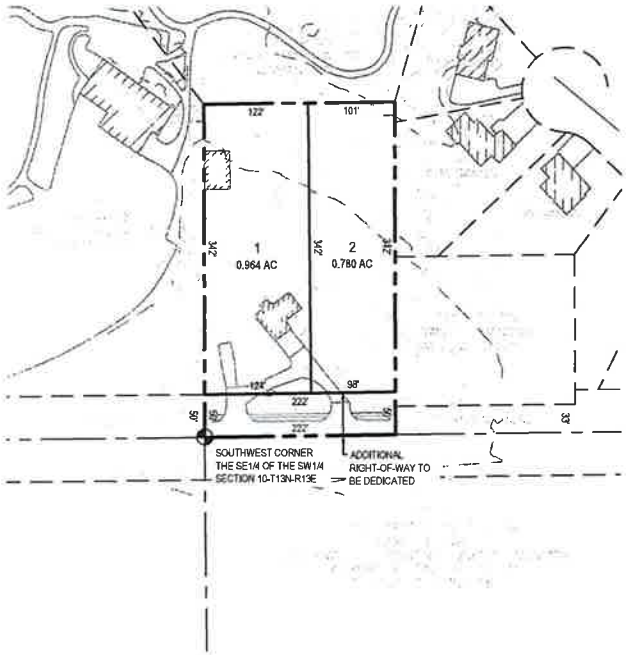
FIGGYLAND OVERLOOK

LOTS 1 AND 2 INCLUSIVE

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



VICINITY MAP



100 0 100

1 inch = 100 ft.

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- SETBACK LINE
- EXIST. BUILDING
- EXIST. MAJOR CONTOURS
- EXIST. MINOR CONTOURS
- SS SS — SANITARY SEWER LINE
- ST ST — STORM SEWER LINE

RS-120 ZONING SETBACK TABLE (LOTS 1 AND 2)	
FRONT YARD	35'
SIDE YARD	10'
STREET SIDE YARD	20'
REAR YARD	35'

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS 87,112 SQUARE FEET OR 2.000 ACRES. MORE OR LESS. SAID TRACT OF LAND CONTAINS FAIRVIEW ROAD RIGHT-OF-WAY WHICH CONTAINS 7,334 SQUARE FEET OR 0.168 ACRES, MORE OR LESS.

DEVELOPER/OWNER
DENNIS P. FIGGINS
2116 FAIRVIEW ROAD
BELLEVUE, NE 68123

ZONING:

EXISTING	AG	
PROPOSED:	RS-120, LOTS 1 & 2	1.644 AC
	PROPOSED RIGHT-OF-WAY	0.257 AC
	TOTAL	2.000 AC

NOTES:

1. DRIVEWAYS OF LOTS 1 & 2 SHALL HAVE SEPARATE ACCESS TO FAIRVIEW ROAD.

RECEIVED
DEC 23 2020
PLANNING DEPT.

Proj No:	P2019.029.003
Date:	12/23/2020
Designed By:	JRS
Drawn By:	EHN
Scale:	1" = 100'
Sheet:	1 of 1

Revisions		
No.	Date	Description

PRELIMINARY PLAT

FIGGYLAND OVERLOOK
LOTS 1 AND 2 INCLUSIVE
BELLEVUE, NEBRASKA

E & A CONSULTING GROUP, INC.
Engineering Answers

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Engineering • Planning • Environmental & Field Services
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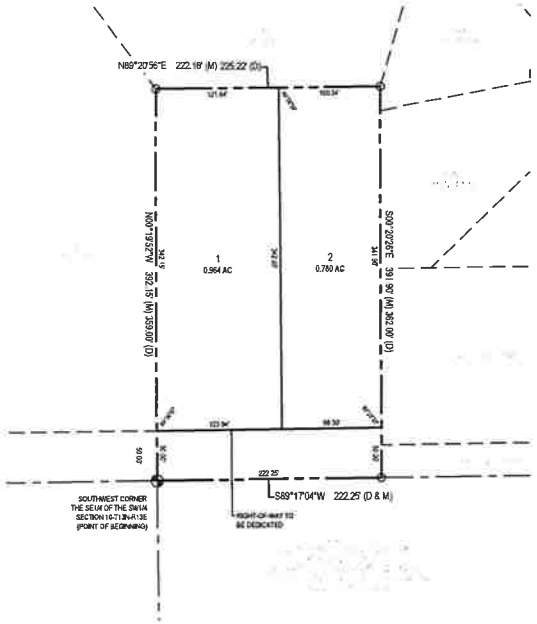
Ethan H. Newman 12/23/2020 9:40 AM N:\Projects\2019\029\pdf\Planning & Platting\Platting\Prelim Plat\PP-Layout-Figgy-000.dwg

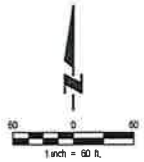
FIGGYLAND OVERLOOK

LOTS 1 AND 2 INCLUSIVE

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

RECEIVED
JAN 15 2021
PLANNING DEPT.





LEGEND

- O 5/8" REBAR SET W/CAP LS-578
- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- EXIST. SECTION CORNER
- EXIST. SECTION LINES
- EXIST. PROPERTY LINES
- D DEED
- M MEASURED

RS-120 ZONING SETBACK TABLE (LOTS 1 AND 2)	
FRONT YARD	35'
SIDE YARD	10'
STREET SIDE YARD	25'
REAR YARD	35'

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, DENNIS P. FIGGINS, A SINGLE PERSON, OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS FIGGYLAND OVERLOOK (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION, THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

DENNIS P. FIGGINS, A SINGLE PERSON

_____
DENNIS P. FIGGINS, A SINGLE PERSON DATE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)

COUNTY OF _____)

ON THIS _____ DAY OF _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DENNIS P. FIGGINS, A SINGLE PERSON WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

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

_____
NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE

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

_____
COUNTY TREASURER DATE

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN FIGGYLAND OVERLOOK (THE LOTS NUMBERED AS SHOWN), A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE 1/4 OF THE SW1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4 OF THE SW1/4, SECTION 10, SAID POINT ALSO BEING SAID TAX LOT 11; THENCE N89°19'52"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SE1/4 OF THE SW1/4, SECTION 10, SAID LINE ALSO BEING THE WEST LINE OF SAID TAX LOT 11, AND ALSO BEING THE EAST LINE OF LOT 252, TREGARON, A SUBDIVISION LOCATED IN SAID SW1/4, SECTION 10, A DISTANCE OF 392.15 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 11, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 252, TREGARON, AND ALSO BEING ON THE SOUTHERLY LINE OF LOT 251, SAID TREGARON; THENCE N89°20'56"E ALONG THE NORTH LINE OF TAX LOT 11, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF SAID LOT 251, TREGARON, A DISTANCE OF 222.18 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 11, SAID POINT ALSO BEING ON THE WESTERLY LINE OF LOT 134, SAID TREGARON; THENCE S00°20'26"E ALONG THE EAST LINE OF TAX LOT 11, SAID LINE ALSO BEING THE WEST LINE OF LOTS 134 AND 135, SAID TREGARON, A DISTANCE OF 391.06 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 11, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID SW1/4, SECTION 10; THENCE S89°17'04"W ALONG THE SOUTH LINE OF SAID TAX LOT 11, SAID LINE ALSO BEING SAID SOUTH LINE OF SW1/4, SECTION 10, A DISTANCE OF 222.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 87,112 SQUARE FEET OR 2.000 ACRES, MORE OR LESS.

_____ _____
JOHN W. VON DOLLEN, LS-579 DATE

BELLEVUE CITY COUNCIL APPROVAL

THIS PLAT OF FIGGYLAND OVERLOOK (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE ON THIS _____ DAY OF _____, APPROVAL OF THIS FINAL PLAT SHALL BECOME NULL AND VOID NINETY (90) DAYS FROM THE DATE OF CITY COUNCIL APPROVAL IF THIS FINAL PLAT IS NOT FILED WITH THE REGISTER OF DEEDS AS PROVIDED IN SECTION 4-10 OF THE CITY OF BELLEVUE SUBDIVISION REGULATIONS.

_____
MAYOR

ATTEST_____

APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAT OF FIGGYLAND OVERLOOK (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

_____
CHAIRMAN OF CITY PLANNING COMMISSION DATE

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF FIGGYLAND OVERLOOK WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE

THIS _____ DAY OF _____, 20_____

_____
COUNTY SURVEYOR / ENGINEER

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone 402.895.4700 • Fax 402.895.3599
www.eacg.com
E & A CONSULTING GROUP, INC. Engineering Answers

FIGGYLAND OVERLOOK
LOTS 1 AND 2 INCLUSIVE
BELLEVUE, NEBRASKA

FINAL PLAT

No.	Date	Revisions Description
1		

Proj No. 2P018.029.001
Date 12/7/2020
Designed By: RS
Drawn By: EWS
Scale 1" = 60'
Sheet 1 of 1

E & A CONSULTING GROUP, INC.
Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950
P 402.895.4700 • F 402.895.3599
www.eacg.com

January 15, 2021

Tammi Palm
City of Bellevue, NE
1510 Wall Street
Bellevue, NE 68005

RE: Figgyland Overlook – Zoning Justification Letter
E & A File: P2019.029.003

Dear Tammi,

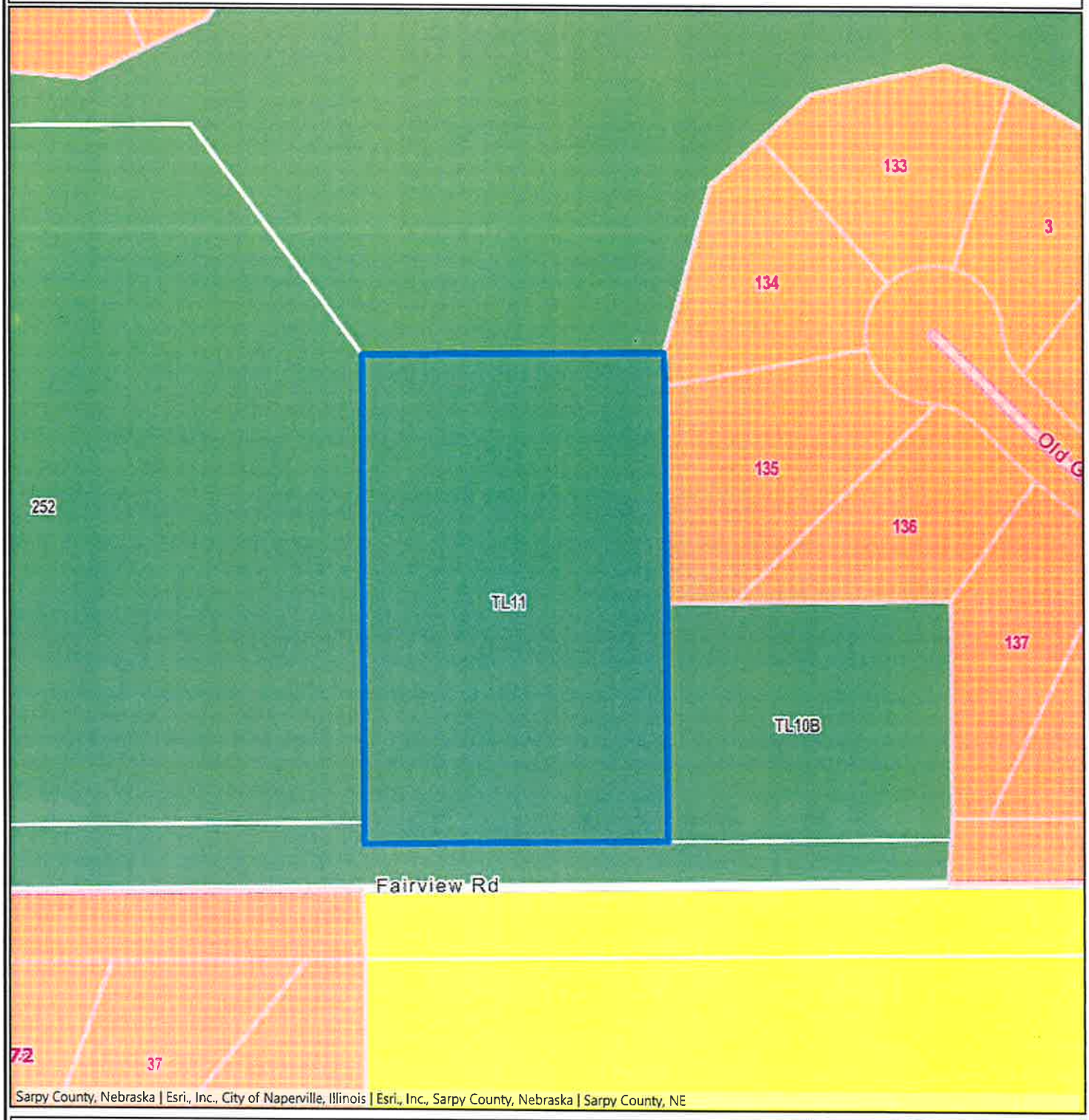
On behalf of our client, HBC Homes, Inc., we recommend that the Figgyland Overlook development, which is currently zoned as AG (Agricultural) District, be rezoned to RS-120 (Single-Family Residential) District. We believe that the proposed rezoning request matches the type of residential lot that is currently directly to the east of this property. The RS-120 zoning and corresponding lot sizes will also lead to home types that complement the adjacent Tregaron Golf Course as will generally comply with the City of Bellevue Comprehensive Plan. While the surrounding neighborhoods have slightly higher density zoning (RD-60 and RS-72), these neighborhoods have smaller lots and would better fit the denser zoning. The lots in this development are near one acre in size and would better fit the RS-120 zoning per City Code.

Sincerely,
E & A Consulting Group, Inc.

Jeff Stoll
Platting Services Assistant Manager

RECEIVED
JAN 15 2021
PLANNING DEPT.

SARPY COUNTY
NEBRASKA

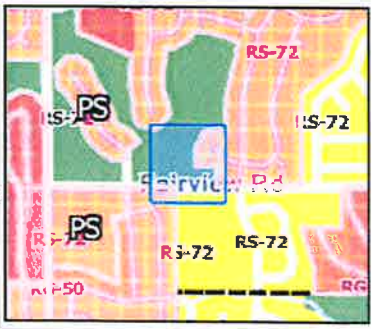


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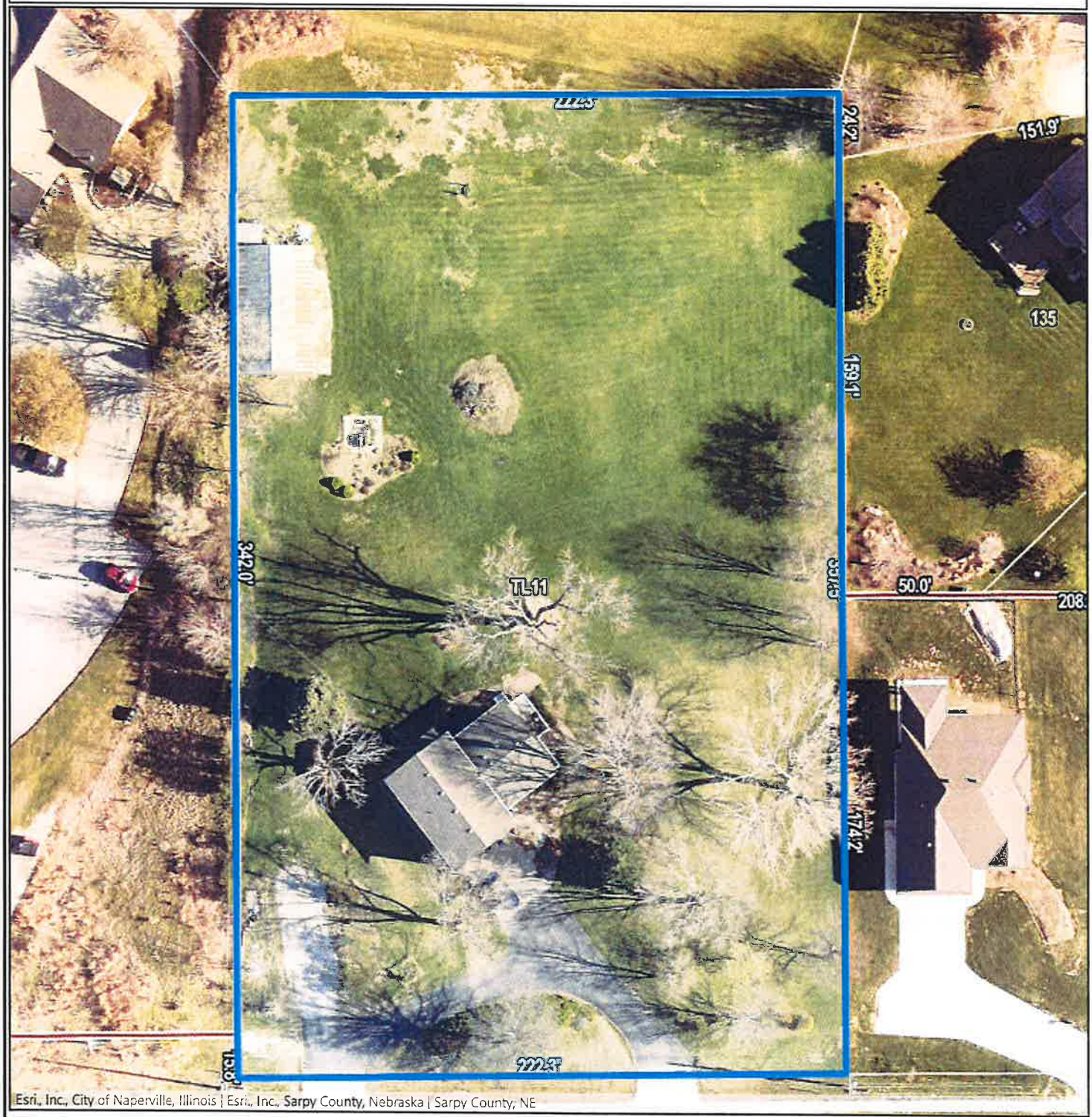
0 150 300 ft

Map Scale 1: 1592



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SARPY COUNTY
NEBRASKA



Notes



0 50 100 ft

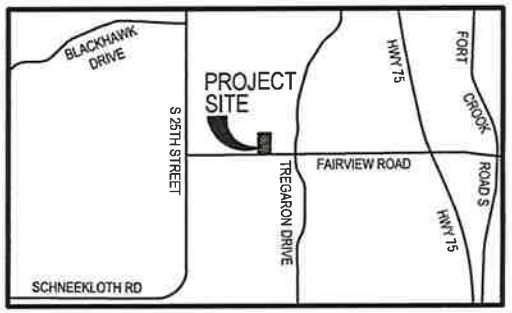
Map Scale 1: 796

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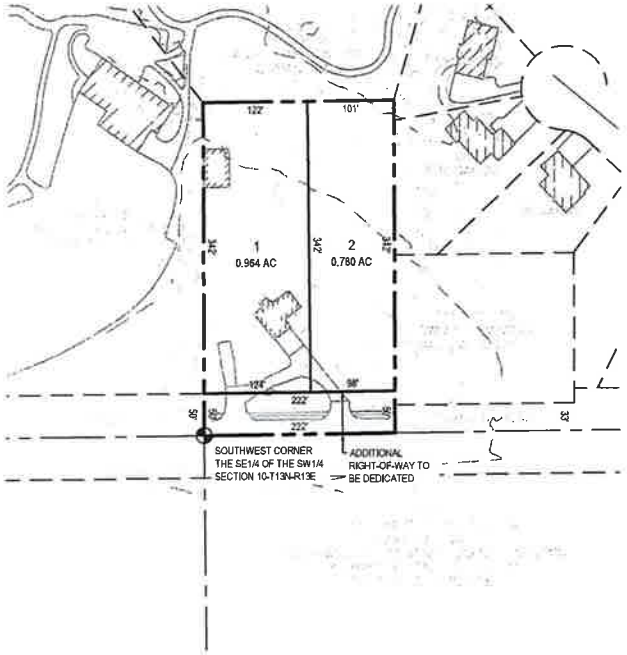
FIGGYLAND OVERLOOK

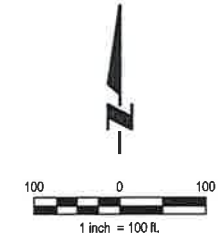
LOTS 1 AND 2 INCLUSIVE

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



VICINITY MAP





LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- SETBACK LINE
- EXIST. BUILDING
- EXIST. MAJOR CONTOURS
- EXIST. MINOR CONTOURS
- —SS—SS— SANITARY SEWER LINE
- —ST—ST— STORM SEWER LINE

RS-120 ZONING SETBACK TABLE (LOTS 1 AND 2)	
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SIDE YARD	10'
STREET SIDE YARD	20'
REAR YARD	35'

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DEVELOPER/OWNER
DENNIS P. FIGGINS
2116 FAIRVIEW ROAD
BELLEVUE, NE 68123

ZONING:

EXISTING	AG	
PROPOSED:	RS-120, LOTS 1 & 2	1.644 AC
	PROPOSED RIGHT-OF-WAY	0.257 AC
	TOTAL	2.000 AC

NOTES:

1. DRIVEWAYS OF LOTS 1 & 2 SHALL HAVE SEPARATE ACCESS TO FAIRVIEW ROAD.

RECEIVED
DEC 23 2020
PLANNING DEPT.

Proj No:	P2019.029.003
Date:	12/23/2020
Designed By:	JRS
Drawn By:	EHN
Scale:	1" = 100'
Sheet:	1 of 1

Revisions		
	Date	Description

PRELIMINARY PLAT

FIGGYLAND OVERLOOK
LOTS 1 AND 2 INCLUSIVE
BELLEVUE, NEBRASKA

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Engineering Answers

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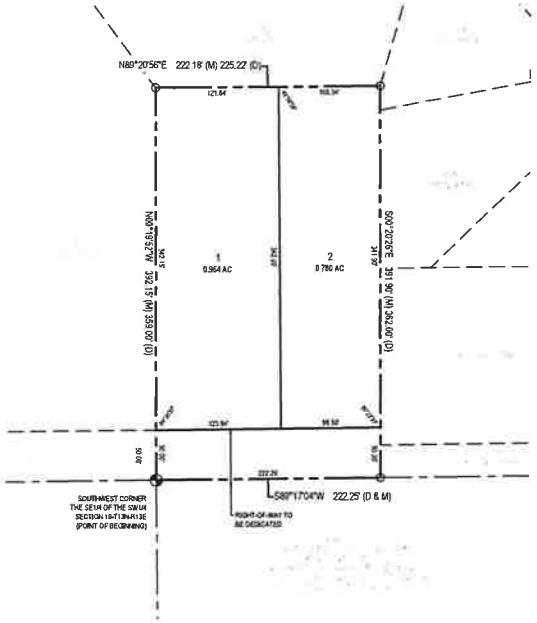
Ethan H. Newman 12/23/2020 9:40 AM K:\Projects\2019\P2019\P029\07\Planning & Platting\Platting\Figgy Plat\PP-Layout-Figgy-000.dwg

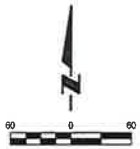
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RECEIVED
JAN 15 2021
PLANNING DEPT.





LEGEND

O	5/8" REBAR SET W/CAP LS-578
	BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENTS
	EXIST. SECTION CORNER
	EXIST. SECTION LINES
	EXIST. PROPERTY LINES
D	DEED
M	MEASURED

RS-120 ZONING SETBACK TABLE (LOTS 1 AND 2)	
FRONT YARD	35'
SIDE YARD	10'
STREET SIDE YARD	20'
REAR YARD	30'

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, DENNIS P. FIGGINS, A SINGLE PERSON, OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS FIGGYLAND OVERLOOK (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION, THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

DENNIS P. FIGGINS, A SINGLE PERSON

_____
DENNIS P. FIGGINS, A SINGLE PERSON DATE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)

COUNTY OF _____)

ON THIS _____ DAY OF _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DENNIS P. FIGGINS, A SINGLE PERSON WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

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

_____
NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE

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

_____
COUNTY TREASURER DATE

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN FIGGYLAND OVERLOOK (THE LOTS NUMBERED AS SHOWN) A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4 LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4 OF THE SW1/4, SECTION 10, SAID POINT ALSO BEING SAID TAX LOT 11; THENCE N00°19'52"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID SE1/4 OF THE SW1/4, SECTION 10, SAID LINE ALSO BEING THE WEST LINE OF SAID TAX LOT 11, AND ALSO BEING THE EAST LINE OF LOT 252, TREGARON, A SUBDIVISION LOCATED IN SAID SW1/4, SECTION 10, A DISTANCE OF 352.15 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 11, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 252, TREGARON, AND ALSO BEING ON THE SOUTHERLY LINE OF LOT 251, SAID TREGARON; THENCE N89°20'56"E ALONG THE NORTH LINE OF TAX LOT 11, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF SAID LOT 251, TREGARON, A DISTANCE OF 222.18 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 11, SAID POINT ALSO BEING ON THE WESTERLY LINE OF LOT 134, SAID TREGARON; THENCE S00°20'25"E ALONG THE EAST LINE OF TAX LOT 11, SAID LINE ALSO BEING THE WEST LINE OF LOTS 134 AND 135, SAID TREGARON, A DISTANCE OF 351.90 FEET TO THE SOUTHEAST CORNER OF SAID TAX LOT 11, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID SW1/4, SECTION 10; THENCE S89°17'04"W ALONG THE SOUTH LINE OF SAID TAX LOT 11, SAID LINE ALSO BEING SAID SOUTH LINE OF SW1/4, SECTION 10, A DISTANCE OF 222.25 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 87,112 SQUARE FEET OR 2.000 ACRES, MORE OR LESS.

_____ _____
JOHN W. VON DOLLEN, LS-578 DATE

BELLEVUE CITY COUNCIL APPROVAL

THIS PLAT OF FIGGYLAND OVERLOOK (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE ON THIS _____ DAY OF _____, _____ APPROVAL OF THIS FINAL PLAT SHALL BECOME NULL AND VOID NINETY (90) DAYS FROM THE DATE OF CITY COUNCIL APPROVAL IF THIS FINAL PLAT IS NOT FILED WITH THE REGISTER OF DEEDS AS PROVIDED IN SECTION 4-10 OF THE CITY OF BELLEVUE SUBDIVISION REGULATIONS.

_____
MAYOR

ATTEST: _____

APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAT OF FIGGYLAND OVERLOOK (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

_____
CHAIRMAN OF CITY PLANNING COMMISSION DATE

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF FIGGYLAND OVERLOOK WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE

THIS _____ DAY OF _____, 20____

_____
COUNTY SURVEYOR / ENGINEER

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eacg.com

FIGGYLAND OVERLOOK
LOTS 1 AND 2 INCLUSIVE
BELLEVUE, NEBRASKA

FINAL PLAT

Proj No.	2713.1325.002
Date	12/22/2020
Designed By	JWS
Drawn By	RHS
Scale	1" = 60'
Sheet	1 of 1

No.	Revisions	Date	Description
1			

Plot Date: 1/15/2021 8:34:52 AM

ORDINANCE NO. 4026

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 2116 FAIRVIEW ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

> Lots 1 and 2, Figgyland Overlook, being a platting of Tax Lot 11, located in the Southeast ¼ of the Southwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska.
>
> From AG (Agricultural District) to RS-120 (Single Family Residential – 12,000 Square Foot Zone).
>
> (HBC Homes)

Section 2. This ordinance shall not take effect until such time as the final plat of Lots 1 and 2, Figgyland Overlook is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2021.

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

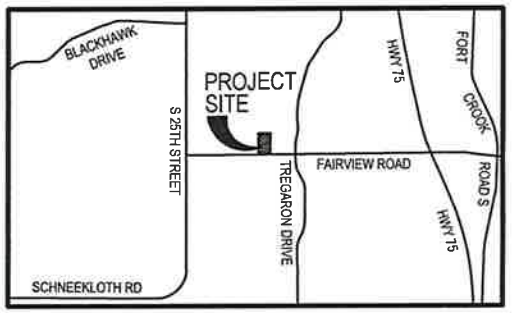
_____ _____
City Clerk Mayor

First Reading: 02/16/2021
Second Reading: 03/02/2021
Third Reading: 03/16/2021

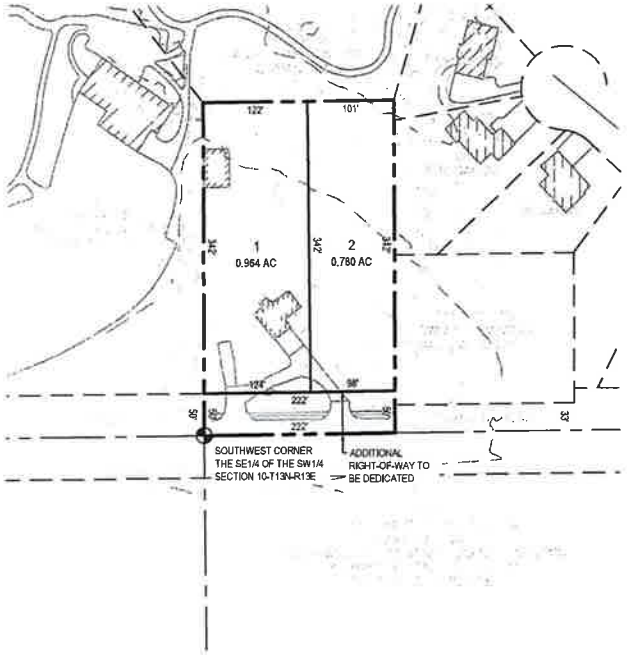
FIGGYLAND OVERLOOK

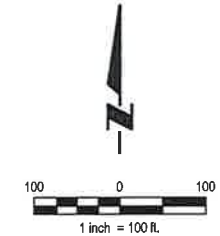
LOTS 1 AND 2 INCLUSIVE

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



VICINITY MAP





LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- SETBACK LINE
- EXIST. BUILDING
- EXIST. MAJOR CONTOURS
- EXIST. MINOR CONTOURS
- —SS—SS— SANITARY SEWER LINE
- —ST—ST— STORM SEWER LINE

RS-120 ZONING SETBACK TABLE (LOTS 1 AND 2)	
FRONT YARD	35'
SIDE YARD	10'
STREET SIDE YARD	20'
REAR YARD	35'

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAID TRACT OF LAND CONTAINS 87,112 SQUARE FEET OR 2.000 ACRES, MORE OR LESS, SAID TRACT OF LAND CONTAINS FAIRVIEW ROAD RIGHT-OF-WAY WHICH CONTAINS 7,334 SQUARE FEET OR 0.168 ACRES, MORE OR LESS.

DEVELOPER/OWNER
DENNIS P. FIGGINS
2116 FAIRVIEW ROAD
BELLEVUE, NE 68123

ZONING:

EXISTING	AG	
PROPOSED:	RS-120, LOTS 1 & 2	1.644 AC
	PROPOSED RIGHT-OF-WAY	0.257 AC
	TOTAL	2.000 AC

NOTES:

1. DRIVEWAYS OF LOTS 1 & 2 SHALL HAVE SEPARATE ACCESS TO FAIRVIEW ROAD.

RECEIVED
DEC 23 2020
PLANNING DEPT.

Proj No:	P2019.029.003
Date:	12/23/2020
Designed By:	JRS
Drawn By:	EHN
Scale:	1" = 100'
Sheet:	1 of 1

Revisions		
	Date	Description

PRELIMINARY PLAT

FIGGYLAND OVERLOOK
LOTS 1 AND 2 INCLUSIVE
BELLEVUE, NEBRASKA

E & A CONSULTING GROUP, INC.
Engineering Answers

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
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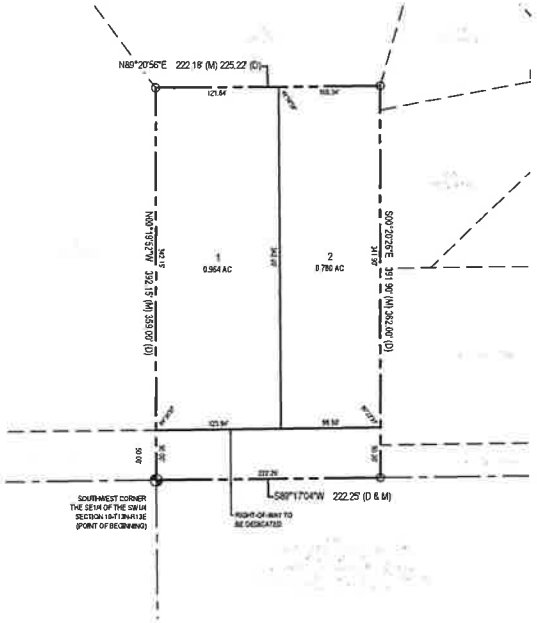
Ethan H. Newman 12/23/2020 9:40 AM K:\Projects\2019\P2019\P029\07\Planning & Platting\Platting\Figgy Plat\PP-Layout-Figgy-000.dwg

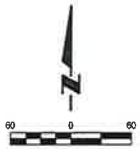
FIGGYLAND OVERLOOK

LOTS 1 AND 2 INCLUSIVE

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4, LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

RECEIVED
JAN 15 2021
PLANNING DEPT.





LEGEND

O	5/8" REBAR SET W/CAP LS-578
	BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENTS
	EXIST. SECTION CORNER
	EXIST. SECTION LINES
	EXIST. PROPERTY LINES
D	DEED
M	MEASURED

RS-120 ZONING SETBACK TABLE (LOTS 1 AND 2)	
FRONT YARD	35'
SIDE YARD	10'
STREET SIDE YARD	20'
REAR YARD	30'

NOTES:

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I, DENNIS P. FIGGINS, A SINGLE PERSON, OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS FIGGYLAND OVERLOOK (LOTS TO BE NUMBERED AS SHOWN), AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION, THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

DENNIS P. FIGGINS, A SINGLE PERSON

_____
DENNIS P. FIGGINS, A SINGLE PERSON DATE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)

COUNTY OF _____)

ON THIS _____ DAY OF _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DENNIS P. FIGGINS, A SINGLE PERSON WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

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

_____
NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE

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

_____
COUNTY TREASURER DATE

SURVEYORS CERTIFICATION

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN FIGGYLAND OVERLOOK (THE LOTS NUMBERED AS SHOWN) A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE1/4 OF THE SW1/4 LOCATED IN SECTION 10, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TRACT OF LAND CONTAINS 87,112 SQUARE FEET OR 2.000 ACRES, MORE OR LESS.

_____ _____
JOHN W. VON DOLLEN, LS-578 DATE

BELLEVUE CITY COUNCIL APPROVAL

THIS PLAT OF FIGGYLAND OVERLOOK (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE ON THIS _____ DAY OF _____, _____ APPROVAL OF THIS FINAL PLAT SHALL BECOME NULL AND VOID NINETY (90) DAYS FROM THE DATE OF CITY COUNCIL APPROVAL IF THIS FINAL PLAT IS NOT FILED WITH THE REGISTER OF DEEDS AS PROVIDED IN SECTION 4-10 OF THE CITY OF BELLEVUE SUBDIVISION REGULATIONS.

_____
MAYOR

ATTEST: _____

APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAT OF FIGGYLAND OVERLOOK (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

_____
CHAIRMAN OF CITY PLANNING COMMISSION DATE

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF FIGGYLAND OVERLOOK WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE

THIS _____ DAY OF _____, 20____

_____
COUNTY SURVEYOR / ENGINEER

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eacg.com

FIGGYLAND OVERLOOK
LOTS 1 AND 2 INCLUSIVE
BELLEVUE, NEBRASKA

FINAL PLAT

Proj No.	2713.1325.002
Date	12/22/2020
Designed By	JWS
Drawn By	RHS
Scale	1" = 60'
Sheet	1 of 1

No.	Revisions	Date	Description
1			

Plot Date: 1/15/2021 8:34:52 AM

13a.
3/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY:	Doug Clark, Public Works Director			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Prohibition of Engine Braking

SYNOPSIS/BACKGROUND:

The City of Bellevue does not currently have an ordinance prohibiting engine braking within the City limits. Nebraska Revised Statute Section 60-680 (1)(v) allows local authorities to adopt and enforce an ordinance prohibiting the use of engine brakes. If adopted, Ordinance No. 4029 would amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new section 19-83 regarding prohibition of engine braking.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Ordinance No. 4029 to amend Article VI, Chapter 19, of the Bellevue Municipal Code by adding a new section 19-83 regarding prohibition of engine braking and to provide an effective date.

ATTACHMENTS:

1.	Ordinance	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bryce Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 4029

AN ORDINANCE TO AMEND ARTICLE VI, CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 19-83 REGARDING PROHIBITION OF ENGINE BRAKING 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 Section 19-83 of Chapter 19, Article VI of the Bellevue Municipal Code is hereby added to read as follows:

Section 19-83 ENGINE BRAKING.

Any person using or operating or causing to be used or operated within the City an engine braking system that emits loud, excessive or disturbing noise on any semi-tractor or commercial vehicle shall be deemed to be in violation of the provisions of this Article. For the purposes of this ordinance, an engine braking system shall be deemed to be any device which uses the force of the engine in the described vehicle to slow or alter the speed of the vehicle. It shall be a defense to any alleged violation of this section that the operator of the vehicle used such brakes to reasonably avoid a collision or in response to other emergency situations.

Section 2. This Ordinance shall take effect and be in full force on the ____ day of _____ 2021.

ADOPTED by the Mayor and City Council this ___ day of _____ 2021.

ATTEST:

_____
Mayor, Rusty Hike

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

First Reading: 03/16/2021
Second Reading: _____
Third Reading: _____

14a.& 14a1.
03/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY: CDBG/Finance Department	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☑
RESOLUTION ☑	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Conduct a public hearing and approve the resolution for the CDBG 2019-2020 Consolidated Annual Performance and Evaluation Report

SYNPOSIS/BACKGROUND:

As a recipient of CDBG funding, HUD regulation requires the City to submit a Consolidate Annual Performance Evaluation Report (CAPER) outlining all activities and expenditures of grant funds during the fiscal year. During the FY19-20, the CDBG program expended $441,309.54 in total funding. Of the total funding, 6% was expended for public service activities, 100% was expended for activities that benefited the low- and moderate-income residents, and 14% was expended for program administration. The CAPER requires a 15-day public notice and a public hearing prior to approval of the resolution by the City Council.

FISCAL IMPACT: NA | BUDGETED FUNDS?: YES | GRANT/MATCHING FUNDS?: NO None required.

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Conduct a public hearing and approve resolution for the 2019-2020 CAPER.

ATTACHMENTS:

1. Resolution 2021-	2. CAPER Public Notice	3. 2019-2020 CAPER Draft
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, NE

2019 Consolidated Annual Performance and Evaluation Report (CAPER)

Report for the Annual Activities for the CDBG Program Year 2019

Prepared for and submitted to the
U.S. Department of Housing and Urban Development
in accordance with 24 CFR Part 91

PREPARED BY:

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EQUAL HOUSING OPPORTUNITY

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OMB Control No: 2506-0117 (exp. 09/30/2021)

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Bellevue as entitlement community for Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) must submit a Consolidated Annual Performance and Evaluation Report (CAPER) that explains in detail the activities completed and funds expended to meet those goals outlined in the Consolidated Plan and the Annual Action Plan. The City's 2019 CAPER provides a review and evaluation of the city's progress towards meeting the annual goals and outcomes as outlined in the Annual Action Plan. The 2019-2020 CAPER demonstrates the completion of the first year of the five-year Consolidated Plan period effective October 1, 2019, through September 30, 2023; this report will summarize the City's accomplishments for that time period.

In addition to the annual funding allocation and projects, the City also worked to respond to the COVID-19 coronavirus pandemic. HUD appropriated special allocations of funding to entitlements through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and the City completed substantial amendments to the CDBG Citizen Participation Plan, 2019-2023 Consolidated Plan, and 2019 Action Plan for the purpose of adding the CDBG Coronavirus (CDBG-CV) program goals and projects. Due to receipt of the funds late in the fiscal year, the City of Bellevue was not able to complete expenditures of CDBG-CV funding toward outlined projects, but will continue to work towards accomplishing these goals and anticipates completing and reporting the projects to prevent, prepare for, and respond to the COVID-19 pandemic in the next CAPER.

With the annual allocation of CDBG entitlement funds and the CDBG-CV special allocation, the City of Bellevue focused available funding on efforts to improve the quality of life for low and moderate income residents through projects and resources the addressed the following Consolidated Plan goals: improvements to public facilities to support revitalization including infrastructure improvements, removal of barriers to accessibility; support the availability of public services to the low and moderate-income households; increase affordable housing opportunities and sustain current affordable housing opportunities for low- and moderate-income homeowners; COVID-19 preparation, prevention, and response through affordable housing services and public services; and, administration and planning for successful application of the CDBG program and requirements.

To meet these goals, CDBG entitlement funding was allocated to seven projects: Habitat 2020 Land Purchase project to purchase a lot for the development of affordable housing which was delayed due to a restructuring of Habitat for Humanity of Sarpy County. The project has

continuing to move forward with searching for lots for redevelopment. The Chandler Hills Paving Project received additional funding to support the removal of dilapidated streets and reconstructed the streets with curbs and proper drainage in a low and moderate-income census tract. The Washington Park Improvement project to complete infrastructure enhancements around the park were bid and construction began with an anticipated completion date of October 2020. The Housing Foundation for Sarpy County was award funding for capacity building, but was unable to complete the activity due to the need to focus on coronavirus response; it is anticipated this project will be complete in 2021. The Participation Assistance Program with BJSA was also delayed to the coronavirus, but was extended for one year to allow for expenditure of funds. Heartland Housing Navigator program continued to assist individuals facing homelessness with navigating housing and supportive services.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Accessibility of Transportation Opportunities	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	20	0	0.00%			

COVID-19 Preparation, Prevention and Response	Affordable Housing Non-Housing Community Development	CDBG-CV: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		1950	0	0.00%
COVID-19 Preparation, Prevention and Response	Affordable Housing Non-Housing Community Development	CDBG-CV: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	197742	0	0.00%	190	0	0.00%
COVID-19 Preparation, Prevention and Response	Affordable Housing Non-Housing Community Development	CDBG-CV: $	Other	Other	5000	0	0.00%	2	0	0.00%
Fair Housing Outreach	Non-Housing Community Development	CDBG: $	Other	Other	1	0	0.00%			
Increase Affordable Housing Opportunities	Affordable Housing	CDBG: $	Homeowner Housing Added	Household Housing Unit	2	1	50.00%	1	1	100.00%
Increase Affordable Housing Opportunities	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	0	1		0	1	
Increase Affordable Housing Opportunities	Affordable Housing	CDBG: $	Housing for Homeless added	Household Housing Unit	0	0		0	0	

Increase Affordable Housing Opportunities	Affordable Housing	CDBG: $	Housing for People with HIV/AIDS added	Household Housing Unit	0	0		0	0	
Increase Employment Opportunities	Non-Housing Community Development	CDBG: $	Jobs created/retained	Jobs	10	0	0.00%			
Increase Financial Literacy	Affordable Housing	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25	0	0.00%			
Planning and Administration	Administration	CDBG: $	Other	Other	5	0	0.00%	1	1	100.00%
Provide Community/Neighborhood Services	Non-Homeless Special Needs	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	97	97.00%	84	97	115.48%
Public Facilities and Infrastructure Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1165	2590	222.32%	2740	2590	94.53%

Rehabilitation of Commercial Buildings	Non-Housing Community Development	CDBG: $	Facade treatment/business building rehabilitation	Business	2	0	0.00%			
Removal of Barriers to Accessibility	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1400	0	0.00%			
Sustain Current Affordable Housing	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	10	0	0.00%			
Sustain Current Affordable Housing	Affordable Housing	CDBG: $	Other	Other	0	0		1	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The summary of accomplishments below lists all activities carried out with CDBG funds during the 2019 fiscal year and assesses efforts to carry out the activities as described in the 2019 Action Plan. Of the $781,212.85 in CDBG funds available during the program year, $441,309.54 was expended. The total unexpended program balance of $339,903.31 will be available for the specified projects in the Action Plan until February 2020 when subrecipient agreements will expire, and projects will be evaluated and determined if funding shall remain with that project or reallocated during the next funding cycle. Due to project delays caused by the coronavirus pandemic, it is anticipated that extension request for projects will be granted. All available funding was used to address goals identified in the Consolidated Plan and 100% was used for projects

benefiting low- and moderate-income (LMI).

In the 2019-2023 Consolidated Plan, the City of Bellevue has identified six high priorities: encourage economic development through business development and job creation, improve and expand available and accessible public facilities and buildings, increase housing availability and sustainability, increase and expanse public service availability, prepare for, prevent of, and response to the COVID-19 pandemic, and administration of the CDBG program. As part of the 2019 program year, the City had five activities supporting high priorities including: Washington Park Improvement project completed infrastructure enhancements around the park in an LMI area; Chandler Hills Paving project which assisted with the reconstruction and replacement of streets and curb ramps in a LMI neighborhood; Capacity Building for the Housing Foundation of Sarpy County to develop and sustain affordable housing in Bellevue; Habitat 2020 Land Purchase to purchase lots for affordable housing; and, program administration for continue success of the CDBG program. The remaining two activities BJSA Sports Participation Assistance and Heartland Housing Navigator Program were in support of expanding public service availability which was a low priority goal.

Open activities funded in previous years which also supported Consolidated Plan goals include: 2017 Land Purchase project provided funding to Habitat for Humanity for the purchase of two lots for the development of affordable housing; Chandler Hills Curb and Reconstruction project was funded to assist with the reconstruction and replacement of streets and curb ramps in a LMI neighborhood; BJSA Participation Assistance Program for participation assistance; Heartland Family Services Housing Navigator Program with housing and supportive services; and Backyard Sports Clinic and Club Participation assisted children from low and moderate-income households participated in organized sports programs.

The completion of these projects all followed CDBG regulations, no action or willful inactions were taken to hinder the progress of the projects described in the Consolidated Plan, and all the funds except for administration and planning were committed to the benefit of low- to moderate-income persons living in the City of Bellevue, thus meeting the Nation Objectives for the CDBG program.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	48
Black or African American	33
Asian	0
American Indian or American Native	12
Native Hawaiian or Other Pacific Islander	0
Total	**93**
Hispanic	8
Not Hispanic	85

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The table above presents data for families and persons assisted by CDBG funded activities. In addition to the persons reported in the table above, the City of Bellevue also reported in the IDIS system a count for Black/African American & White (4) persons assisted, which would add an additional persons to the City of Bellevue total for a grand total of 97.

Of the 97 persons assisted with CDBG projects, 40 were from female head of household families and one household requested ADA accomodations.

The City of Bellevue continues to expand outreach to all low- and moderate-income families in the community. The City funds projects have provided assistance to low- and moderate-income areas as well as programs that assist person and household. The information above is supplemented with the PR-23 and PR-03.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	781,212	441,310
Other	public - federal	422,032	

Table 3 - Resources Made Available

Narrative

During the 2019 fiscal year, the City of Bellevue received an annual allocation of CDBG funding in the amount of $ 355,531.00. During the funding cycle, the CDBG entitlement funding were allocated to eligible to projects. The remaining balance of CDBG entitlement funding that was previous allocated toward projects was $ 425,681.75. The table above illustrates the total amount of funding made available to the City of Bellevue during the FY2019. The total amount of funds expended during the year was $ 441,309.54. Total amount available and the amount expended can be found in the PR26 provided in the attachments.

Funding through the CDBG-CV special allocation was awarded in the fiscal year, but funding for the activities was not released until the 2020 fiscal year.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Bellevue	100	100	

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that address needs of low- and moderate-income persons, households, or areas. While the City does emphasize assisting LMI areas, the funding of specific activities is based upon an evaluation of each project's ability to meet the need identified in the Consolidated Plan and have the greatest impact on the City's low- and moderate-income population. Of the seven projects funded during the 2019 fiscal year, three have specific locations. The City of Bellevue's CDBG Chandler Paving project will be located in north central Bellevue in Census Tract 101.07, Block Group 1. This block group has a population of 1,165 with 71% low- and moderate-income population. The City's Washington Park Improvements project is also located in a low- and moderate-income census tract located in eastern Bellevue. The Census Tract 101.06, Block Group 4 and 5 has a population of 1,405 with a low and moderate-income population of 69.47%. The remaining projects will directly assist low- and moderate-income individuals and households city-wide.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Bellevue is an entitlement community for CDBG funding and does not receive any additional funding from HUD. During the annual funding cycle, the City does not require match funding to a project application, but does emphasize providing leveraged funding from projects seeking CDBG funds. Agencies are required to identify their efforts to obtain additional resources to assist with their projects as part of the application packet.

The City does encourage and support community organizations to seek other grants through private, public, state and federal grants to supplement CDBG improvement projects. As in the past, the City of Bellevue will be as creative as possible to find other sources of funding from state, federal, private developer, tax-credits, loans, and local funds in order to develop and deliver efficient and cost-effective projects.

During the 2019-2020 program year, the projects which have planned leveraged funds to complete the identified activities were the City of Bellevue CDBG Chandler Hills Paving Project and the Heartland Housing Navigator Program. The CDBG Chandler Hills Paving Project provide $ 2,721.94 in leveraged funds in addition to project management through the Public Works Department and the Heartland Housing Navigator Program provided $36,710.44 in leveraged funds to salaries and program administration.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	25	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**25**	**0**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	1	1
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	**1**	**1**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During the 2019-2023 Consolidated Plan, the City of Bellevue identified increase and maintaining affordable housing supply as a priority need. During the 2019-2020 program year, funds were allocated to two open projects that supported housing project in Bellevue: Habitat for Humanity of Sarpy County's 2020 Land Purchase project and Housing Foundation for Sarpy County's Capacity Building project. The 2020 Land Purchase activity has funding available to purchase one or more lots for development of affordable housing. The Capacity Building assistance for the Housing Foundation for Sarpy County will

be used to develop a plan for the public housing units managed by the Bellevue Housing Authority which have been requested to transfer ownership. Beneficiaries are shown in the PR03 and PR23 reports included in the attachments.

The 2017 Land Purchase activity with Habitat for Humanity of Sarpy County purchased one lot where a new affordable single family housing unit was built. The house unit is scheduled to be completed in Fall 2020; Habitat for Humanity has provided the City of Bellevue with accomplishment reports regarding beneficiaries.

Discuss how these outcomes will impact future annual action plans.

Unfortunately, the City's CDBG projects were negatively impacted the COVID-19 pandemic which significantly delayed several projects which negatively impacted the project outcomes for both the City and subrecipients. The City will continue to work closely with Habitat for Humanity of Sarpy County to complete the land acquisition project to address the need for affordable housing units in Bellevue as well as several organizations through the CDBG-CV program to provide needed housing assistance to prevent homelessness and provide supportive services for the health and safety of the community.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	80	0
Low-income	15	0
Moderate-income	3	0
Total	**98**	**0**

Table 7 – Number of Households Served

Narrative Information

The table above includes all numbers served and entered into IDIS with reference to the PR-23 Summary of Accomplishments which is available in the attachments. The households and persons reported are part of the Habitat 2017 Land Purchase project, BJSA Paticipation Assistance Program, Heartland Family Service Housing Navigator Program, and the Backyard Sports Clinics and Club Program Participation.

The City of Bellevue is not a HOME recipient.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During the 2019 program year, the City assisted Heartland Family Service with the Housing Navigator Program. The Housing Navigator Program aids homeless persons to navigate the system, identify housing assisting available, and work to gain permanent housing. The program assisted 73 persons during the program year.

The City of Bellevue also relies on the Metropolitan Area Continuum of Care for Homeless (MACCH) to assist with providing activities and projects directly to the homeless and other special needs populations.

Due to limited resources, the City encourages and supports the efforts of community-based organizations to seek other Federal, State, and local public and private sector resources to address the identified needs of the homeless persons, those at risk of becoming homeless, and special needs populations.

Addressing the emergency shelter and transitional housing needs of homeless persons

Through MACCH's network of providers working day to day with homeless, they are most capable of reaching out to the homeless population and assessing their individual needs. Heartland Family Service is assisting homeless persons with identifying and placement for permanent housing. The City has limited funding and is only a recipient of CDBG funds from HUD.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Bellevue offered the Critical and Emergency Home Repair program for elderly homeowners in our community for accessibility improvement to assist them with remaining in their homes and aging in place. Although the program has expended all funds and closed, the City still works with other organizations to provide assistance to households who need housing and emergency repair assistance.

The City has not adopted any specific strategies to address homelessness and the priority need of

homeless persons. This is due to the very limited funding availability and the lack of existing combined data on homeless people in Bellevue and Sarpy County. The City continues to work with service organization present in the community to identify gaps in service for Bellevue as part of organization's service area. At the current time, the City utilizes each non-profits service data to review the needs on an individual basis. As gaps in services are identified, Bellevue will work with area agencies to develop programs and projects to help address the need and end homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Through the Housing Navigator program with Heartland Family Services, the City is able to provide the support to homeless persons to search through the available programs and find available housing for a permanent solution.

The City of Bellevue continues to support the Bellevue Housing Authority who administers the housing choice voucher program for the Bellevue community. The City is working with MACCH to identify gaps in service for Bellevue and to identify partners to help develop programs and projects that will eligible for future grant funding as well as additional federal funds to assist with the transition to permanent housing and decrease the wait time for assistance.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Bellevue Housing Authority is the primary provider of housing to very low-income household in the City of Bellevue. During the 2019-2020 Action Plan, no funds or programs were directly allocated to meet public housing needs. The City continues to work with Bellevue Housing Authority to identify housing needs in the community and research funding sources to help address those needs.

The City of Bellevue provided assistance to the Housing Foundation for Sarpy County which is a partner agency to the Bellevue Housing Authority for capacity building and prepare for the conversion of 51 units of public housing within Bellevue city limits. By assisting with the development of a plan for the affordable housing, the project will ensure the continued available of the units for low- and moderate-income households.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

With limited funding available, the City of Bellevue did not fund a project encouraging public housing residents to become more involved in management and to participate in homeownership. The Bellevue Housing Authority does provide Rentwise curriculum to residents as well as family self-sufficiency programs. The City will continue to provide support to the Bellevue Housing Authority in the search for additional funding to support future ventures.

Actions taken to provide assistance to troubled PHAs

None. The Bellevue Housing Authority is not identified as troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

In an effort to address any negative effects of public policy on affordable housing, the City of Bellevue utilizes various opportunities for input and review prior to the approve of policies or programs. CDBG staff participate in various events throughout the year to ensure the City continues to focus on affordable housing. These events include, but are not limited to, the annual strategic planning meetings where staff and the public can discuss the priorities and goals for the city as a whole throughout the next year, the development of the City's Capital Improvement Plan, regular attendance at agenda meetings and City Council meeting to continue to remain on the forefront of City issues that may affect affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

In addition to obstacles identified in the Consolidated Plan, no additional obstacles to meeting the underserved needs were identified during the 2019 program year. The City will continue to identify community partners and work towards addressing the needs of the underserved in the community as they are identified. The limited funding available affects the actions available to address obstacles.

The coronavirus pandemic has highlighted the need for assistance for households who have lost employment and face homelessness. The City is working with subrecipients to respond to the need through the CDBG-CV program and working with them to identify ways to address the need when CARES Act funding is exhausted.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

As part of the critical and emergency home repair program, the City of Bellevue provides lead hazard information to homeowners and will assist with address lead-based paint abatement in homes were funding above the limited outlined is provided. With limited CDBG funds available, the City will continue to pursue additional funds for lead based paint educations, and assistance for contractors with training opportunities.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City will continue to work with community leaders and businesses to identify opportunities to increase employment options and services in our community for low and moderate-income residents to increase financial independence.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

With limited funding, the City does not have the capacity to address homeless populations, persons with special needs, or the various public services needs of the low- and moderate-income individuals in our community without the assistance of community partners. Throughout 2019, the City's CDBG staff participated in various community meetings, housing task force meetings and developed connections with various stakeholders throughout the community to develop participation in the Consolidated Plan and its issues as well as expand the program and institutional structure to reach more residents. By adding to the number of partner agencies, the City hopes to enhance the coordination amount partners and further examine the needs of the homeless and at-risk population, developing data sources to ensure the more recent information is available, and provide outreach and information to at-risk population addressing the needs when identified.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Bellevue continued to maintain contact with the Metropolitan Area Continuum of Care for the Homeless (MACCH) to ensure the City is an active participant in the non-profits outreach efforts.

The City has partnered with the City of Omaha, City of Council Bluffs, the Bellevue Housing Authority, and other housing authorities in the area to develop a regional approach to fair housing efforts to develop the Affirmatively Further Fair Housing plan specifically the Assessment of Fair Housing and the next Consolidated Plan. Although the regulations were delayed, the City was able to reach out to additional stakeholders and community partners to develop relationship and encouraged vested interest in addressing the needs of community residents within Bellevue city limits.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Bellevue worked to develop the Affirmatively Further Fair Housing Plan and formed a partnership with the City of Omaha and Council Bluffs and surrounding housing authorities to develop a plan to address the impediments identified. Following flooding in the Spring of 2019, the City of Bellevue joined the Housing Task Force of Sarpy County to begin efforts to address housing needs that arised from housing damaged by flooding.

To encourage participation for all residents, the City of Bellevue has developed a Limited English Proficiency Plan to addressed the needs for a small population with a wide variety of languages spoken in the community. The plan continues to be reviewed and developed as new partners and resources are identified. The City referred two complainants to the Fair Housing Center of Nebraska and Iowa for additional assistance.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The CDBG Program Administrator manages all CDBG projects and subrecipients, carries out the day-to-day operations, and implementation of funded activities with the help of the Finance Department. The monitoring process helps to facilitate the evaluation of program accomplishments in relation to the goals and objectives established in project proposals and contracts by allowing the City to review all programs and housing service providers to assess strengths, weaknesses, performance capabilities and accomplishments. Information gained from the review gives the City an opportunity to determine which programs and/or strategies are working, if benefits are being achieved, needs being met and accomplishment of objectives. Both qualitative and quantifiable methods of evaluation are utilized.

Unfortunately, due to the coronavirus pandemic, the monitoring procedures were amended during the 2020 program year to reduce the number of in-person meetings with subrecipients. The City continues to monitor subrecipients via phone and email conversations, pre-award review, invoice submissions, and quarterly performance reports. Following the receipt of reports, the CDBG Program Administrator conducts a project review and contacts subrecipients with questions and concerns.

The City of Bellevue uses an application process to distribute funding and select subrecipients to administer CDBG funded programs. In order to ensure that CDBG-funded activities are meeting a national objective; addressing priority needs described in this Consolidated Plan; and complying with federal program standards, a subrecipient agreement is executed and several forms of subrecipient monitoring are undertaken.

Prior to the execution of agreements with subrecipients, the CDBG Program Administrator holds a meeting to discuss the contract requirements, record-keeping and documentation requirements, among other CDBG-related topics. For invoice submission, subrecipients are required to submit supporting documentation (i.e. invoices, time sheets, etc.) with requests for reimbursement; support documentation is reviewed thoroughly to ensure compliance. Along with on-going monitoring, each subrecipient will be monitored on-site annually.

All purchases, including purchases under the CDBG Program, are subject to the City's Purchasing Manual. Small purchases in the aggregate follow documented price and rate quote processes. Purchases of goods and service more than the purchase ceiling follow formal RFQ, RFP or closed sealed bid processes and are subject to Council approval. All opportunities for contractors with the CDBG program are published in the local paper and posted on the City's website. The CDBG staff works with Permits and Inspections to notify contractors as they apply for City licenses about the bid opportunities through the City's grant program.

The CDBG Program Administrator and other staff continually review the program to identify concerns and address any issues. Currently, the City is in the process of updating the application process, subrecipient oversight and monitoring efforts to include a risk analysis and include in the subrecipient agreements a clause allowing for only a one-year extension of the agreement with a proposed workout plan.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Bellevue adopted a revised Citizen Participation Plan in July 2020 to meet all requirements for the CDBG Coronavirus funding through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and regulations published in the Federal Register Docket No. FR-6218-N-01. A copy of plan is available on the City of Bellevue's website at all times and by contacting the City's CDBG Program Administrator. The plan places emphasis on: (1) encouraging the participation of all citizens, local and regional institutions, public housing agencies, non-profit organizations, city departments, contractors, faith-based organizations, and other interested parties during the development of all plans, reports, and any substantial amendments, (2) requires a 15 day comment period before a public hearing, (3) requires at least 3 public hearings during each Program Year (one during the plan's development, one a during the draft availability, and one during the annual performance evaluation), (4) provides full access to records and information regarding all aspects of the CDBG Program, (5) non-English speaking and hearing impaired residents are provided reasonable accommodation when notified prior to hearing, and (6) provides guidance for a contingency plan in the even tof an emergency or disaster

The CAPER was developed by the City of Bellevue and a draft will made available for public comments during a fifteen-day comment period. Notice was published in the area media outlets on February 24, 2021, and the CAPER was available for review at the following locations:

- Bellevue City Hall, City Clerk's Office, 210 West Mission Avenue, Bellevue, NE 68005, Hours Monday – Friday 8:00 a.m. to 4:30 p.m. (City Clerk and CDBG Offices)
- Bellevue Public Library, 1003 Lincoln Road, Bellevue, NE 68005, Hours: Monday – Thursday 9:00 a.m. to 9:00 p.m.; Friday and Saturday 9:00 a.m. to 5:00 p.m.; Sunday 12:00 p.m. to 5:00 p.m.
- Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005, Monday – Friday, 8:00 a.m. to 4:30 p.m.
- Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005, Tuesday, Thursday and Friday - 6:00 a.m. to 10:00 p.m. Wednesday - 6:00 a.m. to 7:00 p.m., Saturday - 8:00 a.m. to 5:00 p.m., Sunday - 12 noon - 5:00 p.m.
- City of Bellevue website at www.bellevue.net

A public hearing will be held on March 16, 2021, during the regular City Council meeting and residents will be given the opportunity to submit verbal comments regarding the CAPER. All comments received are included in the final CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

As with other communities throughout the country, the City of Bellevue was faced with the coronavirus pandemic which delayed or brought to a hault many planned activities and a change to disaster response needs. The City received special allocations through the CARES Act and CDBG-CV funding for the preparation of, prevention of, and response to the coronavirus pandemic. This included a substantial amendment to add goals to the Consolidated Plan and projects to the Action Plan.

Other than coronavirus response, the City has not made any major changes to the CDBG program in the last year. The program continues to focus on:

- Encouraging economic develop through business development assistance and commercial rehabilitation.
- Improve public facilitates to support revitalization in neighborhoods and infrastructure improvements in support of economic development
- Increase affordable housing supply by maintaining affordable housing stock and encouraging the production of affordable rental units
- Provide community and neighborhood services to address identified gaps in services and expanded fair housing information and service.

The City is continuing to manage and review the program to ensure efficiency. As a result, there are proposed changes begin drafted for the program in the upcoming year to guarantee the program is up to date with current changes in regulations including the updated Section 3 regulations and requirements and CDBG-CV projects and reporting.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

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Resolution 2021-

RESOLUTION 2021-

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the City of Bellevue receives Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, HUD requires CDBG entitlement jurisdictions complete and submit an annual summary of their grant programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER) for each program year; and

WHEREAS, the CAPER was prepared in accordance with HUD regulations and waivers due to the coronavirus pandemic, and provides information about the program year's accomplishments and how the projects met goals and objectives in the 2019-2023 Consolidated Plan; and

WHEREAS, the City provided a 15-day public comment period for the purpose of receiving written and oral comments and conducted a public hearing on March 16, 2021, for the CAPER.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows:

a.) Approves the 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER); and
b.) Authorizes the Mayor to submit on behalf of the City of Bellevue the CAPER to the U.S. Department of Housing and Urban Development (HUD); and
c.) Allows staff to make minor technical modifications and/or necessary corrections to the CAPER as required by HUD.

PASSED AND APPROVED, by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this the 16th day of March 2021.

_____
Rusty Hike, Mayor

(SEAL)

ATTEST:

_____
Susan Kluthe, City Clerk

PR26 CDBG Financial Summary



Office of Community Planning and Development	DATE:	11-11-20
U.S. Department of Housing and Urban Development	TIME:	13:42
Integrated Disbursement and Information System	PAGE:	1
PR26 - CDBG Financial Summary Report		
Program Year 2019		
BELLEVUE , NE		

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	425,681.85
02 ENTITLEMENT GRANT	355,531.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	781,212.85
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	394,548.05
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	394,548.05
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	46,761.49
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	441,309.54
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	339,903.31
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	394,548.05
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	394,548.05
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2019 PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	394,548.05
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	394,548.05
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	100.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	20,568.62
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	33,282.72
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	30,851.34
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	23,000.00
32 ENTITLEMENT GRANT	355,531.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	355,531.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	6.47%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	46,761.49
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	75,590.10
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	72,351.34
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	50,000.25
42 ENTITLEMENT GRANT	355,531.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	355,531.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	14.06%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	3	44	6398023	Washington Park Improvement	03F	LMA	$72,319.50
2019	3	44	6403760	Washington Park Improvement	03F	LMA	$6,318.25
2019	3	44	6411555	Washington Park Improvement	03F	LMA	$121,085.78
2019	3	44	6415685	Washington Park Improvement	03F	LMA	$35,052.90
					03F	Matrix Code	$234,776.43
2019	2	43	6391529	CDBG Chandler Hills Paving Reconstruction and Improvement	03K	LMA	$54,684.00
2019	2	43	6398023	CDBG Chandler Hills Paving Reconstruction and Improvement	03K	LMA	$77,558.85
2019	2	43	6407521	CDBG Chandler Hills Paving Reconstruction and Improvement	03K	LMA	$6,960.15
					03K	Matrix Code	$139,203.00
2017	3	33	6320181	BJSA Participation Assistance Program	05Z	LMC	$960.00
2017	4	34	6321285	Heartland Housing Navigator	05Z	LMC	$5,711.34
2018	3	39	6369369	Backyard Sports Clinics & Club Participation Assistance	05Z	LMC	$1,660.00
2019	5	46	6374199	BJSA Sports Participation Assistance Program	05Z	LMC	$1,360.00
2019	5	46	6391529	BJSA Sports Participation Assistance Program	05Z	LMC	$440.00
2019	5	46	6415685	BJSA Sports Participation Assistance Program	05Z	LMC	$1,670.00
2019	6	47	6374199	Heartland Housing Navigator	05Z	LMC	$3,589.31
2019	6	47	6398023	Heartland Housing Navigator	05Z	LMC	$5,177.97
					05Z	Matrix Code	$20,568.62
Total							$394,548.05

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	3	33	6320181	BJSA Participation Assistance Program	05Z	LMC	$960.00
2017	4	34	6321285	Heartland Housing Navigator	05Z	LMC	$5,711.34
2018	3	39	6369369	Backyard Sports Clinics & Club Participation Assistance	05Z	LMC	$1,660.00
2019	5	46	6374199	BJSA Sports Participation Assistance Program	05Z	LMC	$1,360.00
2019	5	46	6391529	BJSA Sports Participation Assistance Program	05Z	LMC	$440.00
2019	5	46	6415685	BJSA Sports Participation Assistance Program	05Z	LMC	$1,670.00
2019	6	47	6374199	Heartland Housing Navigator	05Z	LMC	$3,589.31
2019	6	47	6398023	Heartland Housing Navigator	05Z	LMC	$5,177.97
					05Z	Matrix Code	$20,568.62
Total							$20,568.62

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	5	30	6321285	Program Administration	21A		$2,437.72
2016	5	30	6328409	Program Administration	21A		$1,547.75
2016	5	30	6332221	Program Administration	21A		$981.05
2016	5	30	6342197	Program Administration	21A		$187.66
2016	5	30	6346500	Program Administration	21A		$218.40

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2016	5	30	6350515	Program Administration	21A		$1,128.97
2016	5	30	6355548	Program Administration	21A		$944.45
2016	5	30	6365842	Program Administration	21A		$58.76
2017	6	36	6321285	Program Administration	21A		$1,073.54
2017	6	36	6328409	Program Administration	21A		$574.00
2017	6	36	6332221	Program Administration	21A		$1,138.39
2017	6	36	6342197	Program Administration	21A		$82.73
2017	6	36	6346500	Program Administration	21A		$259.34
2017	6	36	6350515	Program Administration	21A		$846.24
2017	6	36	6355548	Program Administration	21A		$516.59
2017	6	36	6364803	Program Administration	21A		$33.80
2017	6	36	6365842	Program Administration	21A		$1,127.48
2017	6	36	6369369	Program Administration	21A		$93.76
2017	6	36	6377164	Program Administration	21A		$881.50
2017	6	36	6381080	Program Administration	21A		$522.75
2017	6	36	6391529	Program Administration	21A		$510.30
2017	6	36	6395324	Program Administration	21A		$258.60
2017	6	36	6398023	Program Administration	21A		$620.82
2017	6	36	6403760	Program Administration	21A		$631.34
2017	6	36	6406553	Program Administration	21A		$16.26
2017	6	36	6411555	Program Administration	21A		$4.30
2017	6	36	6415685	Program Administration	21A		$721.42
2018	5	41	6321285	Program Administration	21A		$400.21
2018	5	41	6328409	Program Administration	21A		$738.00
2018	5	41	6332221	Program Administration	21A		$1,960.46
2018	5	41	6342197	Program Administration	21A		$319.88
2018	5	41	6346500	Program Administration	21A		$204.74
2018	5	41	6350515	Program Administration	21A		$1,551.44
2018	5	41	6355548	Program Administration	21A		$966.16
2018	5	41	6365842	Program Administration	21A		$1,439.48
2018	5	41	6377164	Program Administration	21A		$1,107.00
2018	5	41	6381080	Program Administration	21A		$574.00
2018	5	41	6391529	Program Administration	21A		$430.50
2018	5	41	6398023	Program Administration	21A		$1,156.71
2018	5	41	6403760	Program Administration	21A		$1,081.01
2018	5	41	6406553	Program Administration	21A		$16.27
2018	5	41	6415685	Program Administration	21A		$767.35
2019	7	48	6355548	Program Administrator	21A		$221.12
2019	7	48	6365842	Program Administrator	21A		$1,696.94
2019	7	48	6377164	Program Administrator	21A		$1,465.75
2019	7	48	6381080	Program Administrator	21A		$3,228.75
2019	7	48	6391529	Program Administrator	21A		$2,167.24
2019	7	48	6395324	Program Administrator	21A		$396.60
2019	7	48	6398023	Program Administrator	21A		$2,574.05
2019	7	48	6403760	Program Administrator	21A		$3,090.41
2019	7	48	6406553	Program Administrator	21A		$16.27
2019	7	48	6415685	Program Administrator	21A		$1,773.23
					21A	Matrix Code	$46,761.49
Total							$46,761.49

PR26 - Activity Summary by Selected Grant
Date Generated: 11/11/2020
Grantee: BELLEVUE
Grant Year: 2019, 2018, 2017, 2016
Formula and Competitive Grants only

Total Grant Amount for 2019 Grant year = $355,531.00

State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2019	B19MC310003	Acquisition	01	LMH	42	No	Open	$22,000.00	$0.00		$22,000.00	$0.00
				Total Acquisition						$22,000.00	$0.00	0.00%	$22,000.00	$0.00
NE	BELLEVUE	2019	B19MC310003	Administrative And Planning	21A		48	No	Open	$50,000.00	$19,394.75		$50,000.00	$19,394.75
				Total Administrative And Planning						$50,000.00	$19,394.75	5.46%	$50,000.00	$19,394.75
NE	BELLEVUE	2019	B19MC310003	Other	19C	LMH	45	No	Open	$10,000.00	$0.00		$10,000.00	$0.00
				Total Other						$10,000.00	$0.00	0.00%	$10,000.00	$0.00
NE	BELLEVUE	2019	B19MC310003	Public Improvements	03F	LMA	44	No	Open	$164,900.00	$126,629.91		$289,900.00	$251,629.91
NE	BELLEVUE	2019	B19MC310003	Public Improvements	03K	LMA	43	No	Open	$85,630.00	$14,201.65		$210,631.35	$139,203.00
				Total Public Improvements						$250,530.00	$140,831.56	39.61%	$500,531.35	$390,832.91
NE	BELLEVUE	2019	B19MC310003	Public Services	05Z	LMC	46	No	Open	$8,000.00	$3,470.00		$8,000.00	$3,470.00
NE	BELLEVUE	2019	B19MC310003	Public Services	05Z	LMC	47	No	Open	$15,000.00	$8,767.28		$15,000.00	$8,767.28
				Non CARES Related Public Services						$23,000.00	$12,237.28	3.44%	$23,000.00	$12,237.28
				Total 2019						$355,530.00	$172,463.59	48.51%	$605,531.35	$422,464.94

Total Grant Amount for 2018 Grant year = $356,838.00

State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2018	B18MC310003	Administrative And Planning	21A		41	No	Open	$40,000.00	$15,129.09		$40,000.00	$15,129.09
				Total Administrative And Planning						$40,000.00	$15,129.09	4.24%	$40,000.00	$15,129.09
NE	BELLEVUE	2018	B18MC310003	Economic Development	14E	LMA	40	No	Open	$60,000.00	$0.00		$60,000.00	$0.00
				Total Economic Development						$60,000.00	$0.00	0.00%	$60,000.00	$0.00
NE	BELLEVUE	2018	B18MC310003	Public Improvements	03F	LMA	44	No	Open	$100,000.00	$100,000.00		$289,900.00	$251,629.91
NE	BELLEVUE	2018	B18MC310003	Public Improvements	03K	LMA	38	No	Completed	$130,013.00	$130,013.00		$255,087.00	$255,087.00
NE	BELLEVUE	2018	B18MC310003	Public Improvements	03L	LMA	37	No	Cancel	$0.00	$0.00		$0.00	$0.00
				Total Public Improvements						$230,013.00	$230,013.00	64.46%	$544,987.00	$506,716.91
NE	BELLEVUE	2018	B18MC310003	Public Services	05Z	LMC	39	No	Open	$26,825.00	$4,305.00		$26,825.00	$4,305.00
				Non CARES Related Public Services						$26,825.00	$4,305.00	1.21%	$26,825.00	$4,305.00
				Total 2018						$356,838.00	$249,447.09	69.90%	$671,812.00	$526,151.00

Total Grant Amount for 2017 Grant year = $318,561.00

State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2017	B17MC310003	Acquisition	01	LMH	31	No	Open	$25,000.00	$12,522.43		$25,000.00	$12,522.43
				Total Acquisition						$25,000.00	$12,522.43	3.93%	$25,000.00	$12,522.43
NE	BELLEVUE	2017	B17MC310003	Administrative And Planning	21A		36	No	Open	$50,000.00	$39,528.02		$50,000.00	$39,528.02
				Total Administrative And Planning						$50,000.00	$39,528.02	12.41%	$50,000.00	$39,528.02
NE	BELLEVUE	2017	B17MC310003	Economic Development	18A	LMJ	35	No	Cancel	$0.00	$0.00		$0.00	$0.00
				Total Economic Development						$0.00	$0.00	0.00%	$0.00	$0.00
NE	BELLEVUE	2017	B17MC310003	Public Improvements	03F	LMA	44	No	Open	$25,000.00	$25,000.00		$289,900.00	$251,629.91
NE	BELLEVUE	2017	B17MC310003	Public Improvements	03K	LMA	32	No	Completed	$45,781.00	$45,781.00		$45,781.00	$45,781.00
NE	BELLEVUE	2017	B17MC310003	Public Improvements	03K	LMA	43	No	Open	$125,000.00	$125,000.00		$210,631.35	$139,203.00
				Total Public Improvements						$195,781.00	$195,781.00	61.46%	$546,312.35	$436,613.91
NE	BELLEVUE	2017	B17MC310003	Public Services	05Z	LMC	33	No	Completed	$8,000.00	$8,000.00		$8,000.00	$8,000.00
NE	BELLEVUE	2017	B17MC310003	Public Services	05Z	LMC	34	No	Completed	$39,780.00	$39,780.00		$39,780.00	$39,780.00
				Non CARES Related Public Services						$47,780.00	$47,780.00	15.00%	$47,780.00	$47,780.00
				Total 2017						$318,561.00	$295,611.45	92.80%	$669,092.35	$536,444.36

Total Grant Amount for 2016 Grant year = $298,768.00

State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2016	B16MC310003	Administrative And Planning	21A		30	No	Open	$50,000.00	$44,483.97		$50,000.00	$44,483.97
				Total Administrative And Planning						$50,000.00	$44,483.97	14.89%	$50,000.00	$44,483.97
NE	BELLEVUE	2016	B16MC310003	Economic Development	14E	LMJP	29	No	Open	$9,694.00	$9,694.00		$9,694.00	$9,694.00
				Total Economic Development						$9,694.00	$9,694.00	3.24%	$9,694.00	$9,694.00
NE	BELLEVUE	2016	B16MC310003	Housing	14A	LMH	27	No	Completed	$70,248.46	$70,248.46		$70,248.46	$70,248.46
				Total Housing						$70,248.46	$70,248.46	23.51%	$70,248.46	$70,248.46
NE	BELLEVUE	2016	B16MC310003	Public Improvements	03K	LMA	38	No	Completed	$86,761.00	$86,761.00		$255,087.00	$255,087.00
NE	BELLEVUE	2016	B16MC310003	Public Improvements	03K	LMA	43	No	Open	$0.54	$0.54		$210,631.35	$139,203.00
NE	BELLEVUE	2016	B16MC310003	Public Improvements	03L	LMA	26	No	Completed	$66,704.00	$66,704.00		$66,704.00	$66,704.00
				Total Public Improvements						$153,465.54	$153,465.54	51.37%	$532,422.35	$460,994.00
NE	BELLEVUE	2016	B16MC310003	Public Services	05Z	LMC	28	No	Completed	$15,360.00	$15,360.00		$15,360.00	$15,360.00
				Non CARES Related Public Services						$15,360.00	$15,360.00	5.14%	$15,360.00	$15,360.00
				Total 2016						$298,768.00	$293,251.97	98.15%	$677,724.81	$600,780.43
				Grand Total						$1,329,697.00	$1,010,774.10	76.02%	$2,624,160.51	$2,085,840.73

PR23 CDBG Accomplishments

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Summary of Accomplishments
Program Year: 2019

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TIME: 17:05
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BELLEVUE

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Acquisition	Acquisition of Real Property (01)	2	$0.00	0	$0.00	2	$0.00
	Total Acquisition	2	$0.00	0	$0.00	2	$0.00
Public Facilities and Improvements	Parks, Recreational Facilities (03F)	1	$234,776.43	0	$0.00	1	$234,776.43
	Street Improvements (03K)	0	$0.00	3	$139,203.00	3	$139,203.00
	Total Public Facilities and Improvements	1	$234,776.43	3	$139,203.00	4	$373,979.43
Public Services	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	2	$12,237.28	3	$8,331.34	5	$20,568.62
	Total Public Services	2	$12,237.28	3	$8,331.34	5	$20,568.62
General Administration and Planning	General Program Administration (21A)	4	$46,761.49	0	$0.00	4	$46,761.49
	Total General Administration and Planning	4	$46,761.49	0	$0.00	4	$46,761.49
Other	CDBG Non-profit Organization Capacity Building (19C)	1	$0.00	0	$0.00	1	$0.00
	Total Other	1	$0.00	0	$0.00	1	$0.00
Grand Total		10	$293,775.20	6	$147,534.34	16	$441,309.54

BELLEVUE

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Acquisition	Acquisition of Real Property (01)	Housing Units	1	0	1
	Total Acquisition		1	0	1
Public Facilities and Improvements	Parks, Recreational Facilities (03F)	Public Facilities	1,425	0	1,425
	Street Improvements (03K)	Persons	0	8,110	8,110
	Total Public Facilities and Improvements		1,425	8,110	9,535
Public Services	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	Persons	97	109	206
	Total Public Services		97	109	206
Other	CDBG Non-profit Organization Capacity Building (19C)	Organizations	0	0	0
	Total Other		0	0	0
Grand Total			1,523	8,219	9,742

BELLEVUE

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Non Housing	White	119	14	0	0
	Black/African American	63	0	1	0
	American Indian/Alaskan Native	12	0	0	0
	Asian & White	1	0	0	0
	Black/African American & White	10	0	0	0
	Other multi-racial	1	0	0	0
	Total Non Housing	206	14	1	0
Grand Total	White	119	14	0	0
	Black/African American	63	0	1	0
	American Indian/Alaskan Native	12	0	0	0
	Asian & White	1	0	0	0
	Black/African American & White	10	0	0	0
	Other multi-racial	1	0	0	0
	Total Grand Total	206	14	1	0

BELLEVUE

CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Non Housing	Extremely Low (<=30%)	0	0	80
	Low (>30% and <=50%)	0	0	15
	Mod (>50% and <=80%)	1	0	2
	Total Low-Mod	1	0	97
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	1	0	97

PR06 Summary of Consolidated Plan Projects for Report Year

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
PR06 - Summary of Consolidated Plan Projects for Report Year

DATE: 2/17/2021
TIME: 5:04:06 PM
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IDIS

Plan Year	IDIS Project	Project Title and Description		Program	Project Estimate	Commited Amount	Amount Drawn Thru Report Year
2019	1	Habitat 2020 Land Purchase	The project will the purchase of one or more plots of land for the development of affordable housing. The land would be located within the city limits of Bellevue and assist with decreasing the overall cost of the construction of the housing unit for the 2020 home build project.	CDBG	$22,000.00	$22,000.00	$0.00
	2	CDBG Chandler Hills Paving Reconstruction and Improvement	The proposed project includes the removal and reconstruction of deteriorated streets along 17th Street between Sydney Street and Josephine Streets. The project includes the removal of asphalt pavement and reconstruction with concrete pavement including integral curb and gutter and replacement of the guardrail. The completed street project will have a life expectancy of 20 years.	CDBG	$210,631.35	$139,203.00	$139,203.00
	3	Washington Park Improvements	The proposed project includes improvement to Washington Park. Safety improvements will include installation of ADA accessible around the exterior of the park, including along Franklin Street, accessible paths to each of the play structures and benches with accessible pads. ADA curb ramps will be installed at each intersection. Park improvements will include installation of new swing set with an ADA bay. ADA approved ground cover will be installed under a portion of the swing set and under the play structure. A new picnic shelter will be installed if funding allows.	CDBG	$289,900.00	$289,900.00	$234,776.43
	4	Housing Foundation Capacity Building and Development	CDBG funding will be provided to complete capacity building for the Housing Foundation of Sarpy County to prepare for the conversion of 51 units of public housing located with Bellevue city limits. The capacity building will include evaluation of units to determine the type of acquisition, rehabilitation or sale is appropriate for each unit and the bests use for equity in each property to further finance development of affordable housing in Bellevue and Sarpy County. All 51 units are located within Bellevue and will have an impact on the affordable housing supply within city limits.	CDBG	$10,000.00	$10,000.00	$0.00

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IDIS

Plan Year	IDIS Project	Project Title and Description		Program	Amount Available to Draw	Amount Drawn in Report Year
2019	1	Habitat 2020 Land Purchase	The project will the purchase of one or more plots of land for the development of affordable housing. The land would be located within the city limits of Bellevue and assist with decreasing the overall cost of the construction of the housing unit for the 2020 home build project.	CDBG	$22,000.00	$0.00
	2	CDBG Chandler Hills Paving Reconstruction and Improvement	The proposed project includes the removal and reconstruction of deteriorated streets along 17th Street between Sydney Street and Josephine Streets. The project includes the removal of asphalt pavement and reconstruction with concrete pavement including integral curb and gutter and replacement of the guardrail. The completed street project will have a life expectancy of 20 years.	CDBG	$0.00	$139,203.00
	3	Washington Park Improvements	The proposed project includes improvement to Washington Park. Safety improvements will include installation of ADA accessible around the exterior of the park, including along Franklin Street, accessible paths to each of the play structures and benches with accessible pads. ADA curb ramps will be installed at each intersection. Park improvements will include installation of new swing set with an ADA bay. ADA approved ground cover will be installed under a portion of the swing set and under the play structure. A new picnic shelter will be installed if funding allows.	CDBG	$55,123.57	$234,776.43
	4	Housing Foundation Capacity Building and Development	CDBG funding will be provided to complete capacity building for the Housing Foundation of Sarpy County to prepare for the conversion of 51 units of public housing located with Bellevue city limits. The capacity building will include evaluation of units to determine the type of acquisition, rehabilitation or sale is appropriate for each unit and the bests use for equity in each property to further finance development of affordable housing in Bellevue and Sarpy County. All 51 units are located within Bellevue and will have an impact on the affordable housing supply within city limits.	CDBG	$10,000.00	$0.00

IDIS

Plan Year	IDIS Project	Project Title and Description		Program	Project Estimate	Commited Amount	Amount Drawn Thru Report Year
2019	5	BJSA Sports Participation Assistance Program	The program will assist Bellevue Junior Sports Association to offer participation assistance for low- and moderate-income families who reside within Bellevue city limits. The participation assistance will be expanded and available for all sports programs offered by BJSA. The program offers assistance to help offset the cost of the program participation, including registration fees and equipment fees required to participate in the specific sports program.	CDBG	$8,000.00	$8,000.00	$3,470.00
	6	Heartland Housing Navigator	The project will assist low- and moderate-income homeless individuals and domestic violence victims with housing navigation services in Bellevue city limits. The project also will provide supportive services designed to connect homeless individuals or those fleeing domestic violence to safe, affordable housing options in addition to employment and income support. The program will be expanded to serve anyone at imminent risk of homelessness.	CDBG	$15,000.00	$15,000.00	$8,767.28
	7	Program Administration	The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.	CDBG	$50,000.00	$50,000.00	$16,630.36
	8	Habitat 2020 Land Purchase	The project includes the purchase of one or more plots of land tp increase the development of affordable housing units through infill.	CDBG	$22,000.00	$0.00	$0.00
	9	Chandler Hills Paving Improvement and Reconstruction Project	The project includes the removal and reconstruction of the pavement, installation of curb and gutter, and replacement of the guardrail to improve the public infrastructure and reverse deterioration in existing neighborhoods.	CDBG	$260,631.35	$0.00	$0.00
	10	Washington Park Improvements	The project includes improvement to Washington Park infrastructure and sidewalks to improve existing public facilities and address ADA infrastructure needs.	CDBG	$114,900.00	$0.00	$0.00

IDIS

Plan Year	IDIS Project	Project Title and Description		Program	Amount Available to Draw	Amount Drawn in Report Year
2019	5	BJSA Sports Participation Assistance Program	The program will assist Bellevue Junior Sports Association to offer participation assistance for low- and moderate-income families who reside within Bellevue city limits. The participation assistance will be expanded and available for all sports programs offered by BJSA. The program offers assistance to help offset the cost of the program participation, including registration fees and equipment fees required to participate in the specific sports program.	CDBG	$4,530.00	$3,470.00
	6	Heartland Housing Navigator	The project will assist low- and moderate-income homeless individuals and domestic violence victims with housing navigation services in Bellevue city limits. The project also will provide supportive services designed to connect homeless individuals or those fleeing domestic violence to safe, affordable housing options in addition to employment and income support. The program will be expanded to serve anyone at imminent risk of homelessness.	CDBG	$6,232.72	$8,767.28
	7	Program Administration	The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.	CDBG	$33,369.64	$16,630.36
	8	Habitat 2020 Land Purchase	The project includes the purchase of one or more plots of land tp increase the development of affordable housing units through infill.	CDBG	$0.00	$0.00
	9	Chandler Hills Paving Improvement and Reconstruction Project	The project includes the removal and reconstruction of the pavement, installation of curb and gutter, and replacement of the guardrail to improve the public infrastructure and reverse deterioration in existing neighborhoods.	CDBG	$0.00	$0.00
	10	Washington Park Improvements	The project includes improvement to Washington Park infrastructure and sidewalks to improve existing public facilities and address ADA infrastructure needs.	CDBG	$0.00	$0.00

IDIS

Plan Year	IDIS Project	Project Title and Description		Program	Project Estimate	Commited Amount	Amount Drawn Thru Report Year
2019	11	Housing Foundation Capacity Building and Development	The project will provide support for capacity building and development for an organization focused on addressing housing need in Bellevue.	CDBG	$10,000.00	$0.00	$0.00
	12	Sports Participation and Assistance Program	The project will provide participation assistance for low- and moderate-income families who reside within Bellevue city limits.	CDBG	$8,000.00	$0.00	$0.00
	13	COB Human Services COVID-19 Prevention Project	The proposed project includes funding to provide rent and mortgage assist to resident of Bellevue acing homelessness due to financial hardship from COVID-19. The financial assistance will help bridge the gap between job loss and benefits to prevent evictions and loss of housing.	CDBG	$0.00	$20,000.00	$0.00
	14	Housing Foundation COVID-19 Housing Prevention Project	The project includes funding to assist low- and moderate-income households in Bellevue with rental and mortgage payments to prevent homelessness. By providing assistance in support of housing, the program will lead to housing stability for facing financial hardship due to the coronavirus pandemic.	CDBG	$0.00	$121,150.00	$0.00
	15	ENCAP Food Pantry Expansion	The project includes funding to add a Volunteer coordinator position to be responsible for recruitment, coordination, and development of volunteers at the Bellevue food Pantry to ensure efficient pantry operations due to the increased community need and response to COVID-19. The food pantry is available to Bellevue residents and will also be expanding to provide drop office service for those who are unable to visit the food bank location.	CDBG	$0.00	$46,592.00	$0.00
	16	CDBG-CV R1 Program Administration	The project includes all activities associated with successful administration of the CDBG Coronavirus (CDBG-CV) program including expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), financial and reporting requirements, project monitoring, and other responsibility for the CDBG-CV program..	CDBG	$0.00	$15,000.00	$0.00
	17	Housing Foundation COVID-19 Housing Assistance	The proposed project will assist low- and moderate-income households affected by the COVID-19 pandemic with rental and mortgage payments to prevent homelessness.	CDBG	$145,479.00	$0.00	$0.00

IDIS

Plan Year	IDIS Project	Project Title and Description		Program	Amount Available to Draw	Amount Drawn in Report Year
2019	11	Housing Foundation Capacity Building and Development	The project will provide support for capacity building and development for an organization focused on addressing housing need in Bellevue.	CDBG	$0.00	$0.00
	12	Sports Participation and Assistance Program	The project will provide participation assistance for low- and moderate-income families who reside within Bellevue city limits.	CDBG	$0.00	$0.00
	13	COB Human Services COVID-19 Prevention Project	The proposed project includes funding to provide rent and mortgage assist to resident of Bellevue acing homelessness due to financial hardship from COVID-19. The financial assistance will help bridge the gap between job loss and benefits to prevent evictions and loss of housing.	CDBG	$20,000.00	$0.00
	14	Housing Foundation COVID-19 Housing Prevention Project	The project includes funding to assist low- and moderate-income households in Bellevue with rental and mortgage payments to prevent homelessness. By providing assistance in support of housing, the program will lead to housing stability for facing financial hardship due to the coronavirus pandemic.	CDBG	$121,150.00	$0.00
	15	ENCAP Food Pantry Expansion	The project includes funding to add a Volunteer coordinator position to be responsible for recruitment, coordination, and development of volunteers at the Bellevue food Pantry to ensure efficient pantry operations due to the increased community need and response to COVID-19. The food pantry is available to Bellevue residents and will also be expanding to provide drop office service for those who are unable to visit the food bank location.	CDBG	$46,592.00	$0.00
	16	CDBG-CV R1 Program Administration	The project includes all activities associated with successful administration of the CDBG Coronavirus (CDBG-CV) program including expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), financial and reporting requirements, project monitoring, and other responsibility for the CDBG-CV program..	CDBG	$15,000.00	$0.00
	17	Housing Foundation COVID-19 Housing Assistance	The proposed project will assist low- and moderate-income households affected by the COVID-19 pandemic with rental and mortgage payments to prevent homelessness.	CDBG	$0.00	$0.00

IDIS

Plan Year	IDIS Project	Project Title and Description		Program	Project Estimate	Commited Amount	Amount Drawn Thru Report Year
2019	18	BPSF COVID-19 PPE Emergency Assistance	The proposed project will assist with the purchase of personal protective equipment for personnel and students at each school in the Bellevue school district with 51% or more of students participating in free and reduced lunch program to protect and prevention of spread of the virus.	CDBG	$8,904.00	$0.00	$0.00
	19	All Communities COVID-19 Companionship and Outreach Program	The proposed project will expand the outreach program to counter the psychological effects of self-isolation for elderly residents for an additional six months. Funds will be used to add additional staff hours , transportation cost, and supplies for the program	CDBG	$29,907.00	$0.00	$0.00
	20	CDBG-CV R3 Program Administration	The proposed project includes general management, oversight, and monitoring for the CDBG-CV program and activities.	CDBG	$35,000.00	$0.00	$0.00

IDIS

Plan Year	IDIS Project	Project Title and Description		Program	Amount Available to Draw	Amount Drawn in Report Year
2019	18	BPSF COVID-19 PPE Emergency Assistance	The proposed project will assist with the purchase of personal protective equipment for personnel and students at each school in the Bellevue school district with 51% or more of students participating in free and reduced lunch program to protect and prevention of spread of the virus.	CDBG	$0.00	$0.00
	19	All Communities COVID-19 Companionship and Outreach Program	The proposed project will expand the outreach program to counter the psychological effects of self-isolation for elderly residents for an additional six months. Funds will be used to add additional staff hours , transportation cost, and supplies for the program	CDBG	$0.00	$0.00
	20	CDBG-CV R3 Program Administration	The proposed project includes general management, oversight, and monitoring for the CDBG-CV program and activities.	CDBG	$0.00	$0.00

PR03 CDBG Activity Summary Report



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2019
BELLEVUE

Date: 17-Feb-2021
Time: 17:02
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PGM Year: 2016
Project: 0004 - Commercial Rehabilitation and Improvement
IDIS Activity: 29 - Buckley 2110 Office Upgrade

Status: Canceled 12/10/2020 12:00:00 AM
Location: 2110 Franklin St Bellevue, NE 68005-5058

Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)
National Objective: LMJP

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/10/2017

Description:

Activity will include facade improvement and parking reconstruction of one commercial building in Olde Towne Bellevue which has been identified as an area of need for economic development activities.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Jobs : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0

PR03 - BELLEVUE Page: 1 of 33

Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0

Female-headed Households:	0	0	0

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2016	A Phase I Environmental Site Assessment Report indicated there was the potential for adverse impact on the site due to VOCs from cleaning solvents. A Phase II concluded there were constituents of ferns within the ground water on the property and NDEQ was contacted regarding mitigation actions. The project is currently awaiting NDEQ response.	
2017	Buckley continues to work with NDEQ to identify all mitigation requirements and received a letter of clearance prior to approval for the project to move forward with grant funding.	
2019	Buckley has been working with Nebraska Department of Environmental Quality (NDEQ) to complete remediation for groundwater contamination prior to moving forward with the activity. Due to the extent of contamination and anticipated remediation cost, NDEQ passed the project on to the Environmental Protection Agency (EPA), who is currently conducting extensive testing in the Olde Towne area prior to determining the required mitigation steps and the anticipated cost. With ongoing environmental concerns and a timeline for remediation of contamination unavailable, CDBG staff is working to determine the next step for the activity.	

PGM Year: 2016
Project: 0005 - Program Administration
IDIS Activity: 30 - Program Administration

Status: Open
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 01/10/2017

Description:

Activity includes all requirements associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC310003	$50,000.00	$7,504.76	$44,483.97
Total	Total			$50,000.00	$7,504.76	$44,483.97

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

Female-headed Households: 0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2017
Project: 0001 - 2018 Land Purchase
IDIS Activity: 31 - 2018 Land Purchase

Status: Open
Location: 1001 Fort Crook Rd N Ste 207 STE 207 Bellevue, NE 68005-4226

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Acquisition of Real Property (01)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/06/2018

Description:

The proposed project includes the purchase of two lots by Habitat for Humanity of Sarpy County for the new construction of affordable housing units.
Each plot of land will be build with a safe, affordable house constructed for a qualified low- and moderate-income family through Habitat's application process.
The home construction or rehabilitation will take place with funds received through donations, fundraising, and grants.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC310003	$12,522.43	$0.00	$12,522.43
Total	Total			$12,522.43	$0.00	$12,522.43

Proposed Accomplishments

Housing Units : 2

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	1	0	0	0	1	0	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Habitat for Humanity of Sarpy County is in the process of targeting a couple of identified lots for development.	
2018	A lot was identified and purchased in May. Habitat has identified two additional lots for purchase and working to complete all checks prior to pursuing purchase.	
2019	The subrecipient agreement extension expired without additional lots purchased. Construction began on the property in August of 2020 with a family of 9 ready to purchase the house upon completion. The home is anticipated to be completed by November 2020.	

PGM Year: 2017
Project: 0002 - Chandler Hills Curb and Reconstruction
IDIS Activity: 32 - Chandler Hills Curb and Reconstruction

Status: Completed 11/30/2019 12:00:00 AM
Location: 210 W Mission Ave Bellevue, NE 68005-5237

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/06/2018

Description:

The proposed project includes the reconstruction of deteriorated streets and the installation of curb and guttering in an area with substandard infrastructure to prevent further deterioration and storm water runoff.
The project is located in a low- and moderate-income census tract in north central Bellevue.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC310003	$45,781.00	$0.00	$45,781.00
Total	Total			$45,781.00	$0.00	$45,781.00

Proposed Accomplishments

People (General) : 1,170
Total Population in Service Area: 1,635
Census Tract Percent Low / Mod: 71.56

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	The level of funds award was substantially less than the amount of funds requested to complete the project. Following evaluation by the City of Bellevue Public Works Department and initially cost estimates, it was determined in order to be cost effective, additional funding would be requested from B-18 CDBG funding with project construction in Spring 2019.	
2018	Bid documents were prepared and a Notice for Bids was published in February 2019. A bid opening was held and a contract was awarded to Swain Construction during the March 11, 2019, council meeting. Construction began in May 2019.	

PGM Year: 2017
Project: 0003 - BJSA Participation Assistance Program
IDIS Activity: 33 - BJSA Participation Assistance Program

Status: Completed 11/19/2019 12:00:00 AM
Location: 1001 High School Dr Bellevue, NE 68005-3200

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/06/2018

Description:

The project will assist Bellevue Junior Sports Association by providing financial support for a scholarship program to benefit very low-, low- and moderate-income households living within the city limits to allow children to participate in the organized sports programs.
The scholarships will be used to help offset the cost of any of the sports programs allowing more individuals to have the same opportunity to participate.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC310003	$8,000.00	$960.00	$8,000.00
Total	Total			$8,000.00	$960.00	$8,000.00

Proposed Accomplishments

People (General) : 50

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	23	0
Black/African American:	0	0	0	0	0	0	12	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	1	0
Black/African American & White:	0	0	0	0	0	0	4	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:			0	0	0	0	0	0	41	0
Female-headed Households:			0		0		0			

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	13
Low Mod	0	0	0	20
Moderate	0	0	0	5
Non Low Moderate	0	0	0	0
Total	0	0	0	38
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	BJSA posted information about the scholarship program on the website and posted flyers next to all registration forms. Applications for the program increased as more sports programs were available in the fall. Of the 19 households assisted, nine were from Female Head of Households.	
2018	The activity continued until funds were exhausted during the 4th Quarter of 2018-2019. The final activity accomplishment report was received in October and the City completed final review and monitoring visit in November.	

PGM Year: 2017
Project: 0004 - Housing Navigator
IDIS Activity: 34 - Heartland Housing Navigator

Status: Completed 12/2/2019 12:00:00 AM
Location: 2101 S 42nd St Omaha, NE 68105-2909

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/06/2018

Description:

The proposed project includes financial assistance to create an employment position, Housing Navigator.
The position will assist residents of Bellevue at-risk of becoming homeless and those that are homeless with accessing supportive service, housing resources, and income supports.
The assistance will be open to those residents living in Bellevue.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC310003	$39,780.00	$5,711.34	$39,780.00
Total	Total			$39,780.00	$5,711.34	$39,780.00

Proposed Accomplishments

People (General) : 75

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	22	6
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:			0	0	0	0	0	0	24	6
Female-headed Households:			0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	22
Low Mod	0	0	0	2
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	24
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2017	Of the total number of persons served: 16 were homeless, 6 Severely Disabled Adult and 2 were Severely Disabled Children. Of the total persons served: 24 were Female Head of Households.	
2018	Of the total number of persons served: 1 was homeless Of the total persons served: 3 were Female Head of Households. The activity continued until funds were exhausted during the 4th Quarter of the 2018-2019 fiscal year. Final quarterly subrecipient was received in October 2019 and the City began closure of the activity and final monitoring visit.	

PGM Year: 2017
Project: 0006 - Program Administration
IDIS Activity: 36 - Program Administration

Status: Open
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 04/06/2018

Description:

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC310003	$50,000.00	$9,913.16	$38,909.10
Total	Total			$50,000.00	$9,913.16	$38,909.10

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

Female-headed Households: 0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2018
Project: 0001 - Valley View Sidewalk Improvements
IDIS Activity: 37 - Valley View Sidewalk Improvements

Status: Canceled 7/8/2020 11:24:10 AM
Location: 4100 Valley View Ave Bellevue, NE 68147-1064

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/04/2019

Description:

The proposed project includes the installation of sidewalks and accessible curb ramps in an area where none currently exist or are in poor condition to provide safe pedestrian travel routes for residents, school children, and individuals with special needs.
The sidewalks and curb ramps will be ADA compliant and promote outdoor physical activity by creating safe walking conditions and remove barriers to connectivity in the neighborhoods.
The project is located in a low income neighborhood that was developed several decades ago before being annexed in to the City of Bellevue limits.
The upgrades will bring the area up to city subdivision standards.
Land disturbance activities to be undertaken as a result of this project will be limited removing a section to reconstruct sidewalks and install curb ramps.
Construction will not occur on any previously undisturbed ground, as the project site has been previously used for roadway and home construction.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

People (General) : 1,165
Total Population in Service Area: 1,335
Census Tract Percent Low / Mod: 67.79

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2018	The City of Bellevue developed a bid packet and distributed and published a Request for Bids in February 2019. No interest was shown in the project and no bids were received from contractors. The City is reevaluating the project to determine the next step to completing the project.	
2019	The City proposed canceling and reallocating the funding from the Valley View Sidewalk Project due to concerns regarding the size of the project hindering the bidding process. A substantial amendment recommending the cancellation of the project and reallocation of funding was approved in April 2019: the funds were reallocated to another public facilities and improvement project approved in the 2019 Action Plan.	

PGM Year: 2018
Project: 0002 - CDBG Chandler Paving Project
IDIS Activity: 38 - CDBG Chandler Paving Project

Status: Completed 12/31/2019 12:00:00 AM
Location: 7300 S 19th Street Bellevue, NE 68147

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/04/2019

Description:

The proposed project includes the reconstruction of deteriorated streets and the installation of curb and guttering in an area with substandard infrastructure.
The project is located in a low- and moderate-income census tract in north central Bellevue.
Land disturbance activities to be undertaken as a result of this project will be limited to the removed and reconstructed sections of street.
Construction will not occur on any previously undisturbed ground, as the project site has been previously used for the roadway construction.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$35,001.00	$0.00	$0.00
		2014	B14MC310003		$0.00	$35,001.00
		2015	B15MC310003	$3,312.00	$0.00	$3,312.00
		2016	B16MC310003	$86,761.00	$0.00	$86,761.00
		2018	B18MC310003	$130,013.00	$0.00	$130,013.00
Total	Total			$255,087.00	$0.00	$255,087.00

Proposed Accomplishments

People (General) : 1,335
Total Population in Service Area: 1,635
Census Tract Percent Low / Mod: 71.56

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2018	Bid documents were prepared and a Notice for Bids was published in February 2019. A bid opening was held and a contract was awarded to Swain Construction during the March 11, 2019, council meeting. Construction began in May 28, 2019 and was completed in June 2019.	
2019	Staff completed review of the project in October and November 2019 with Public Works approving closing of the project in November 2019.	

PGM Year: 2018
Project: 0003 - Backyard Sports Clinics & Club Participation Assistance
IDIS Activity: 39 - Backyard Sports Clinics & Club Participation Assistance

Status: Completed 11/19/2020 11:43:26 AM
Location: 1500 Wall St Bellevue, NE 68005-3675

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/04/2019

Description:

The project will provide assistance to very low-, low- and moderate-income households living within the city limits to allow children to participate in the organized sports programs and specific sport clinics.
This project is for public service activities only and does not include land acquisition or ground disturbance.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC310003	$4,305.00	$1,660.00	$4,305.00
Total	Total			$4,305.00	$1,660.00	$4,305.00

Proposed Accomplishments

People (General) : 92

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	13	0
Black/African American:	0	0	0	0	0	0	11	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	0	0	0	0	0	0	24	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	3
Low Mod	0	0	0	21
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	24
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2018	During the 2nd and 3rd Quarter of 2018/2019 fiscal year, Backyard Sports offered child and adult swimming lesson with the assistance of the Lied Activity Center. Of the total individuals served, 8 were from female-headed households.	
2019	Obstacles during 2020 due to the coronavirus pandemic. After try different possibilities, the momentum the program gained in 2019 diminished. With no end to restrictions put in place by the pandemic, Backyard determined it was in the best interest of the grant to end the programs and return the funding. The City is current completing final monitoring and close out for the activity which will be complete in November.	

PGM Year: 2018
Project: 0004 - Buckley 2110 Office Retail Upgrade Phase II
IDIS Activity: 40 - Buckley 2110 Office Retail Upgrade Phase II

Status: Canceled 11/17/2020 1:57:56 PM
Location: 2110 Franklin St Bellevue, NE 68005-5058

Objective: Create economic opportunities
Outcome: Sustainability
Matrix Code: Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/04/2019

Description:

The project will provide assistance with correction of code violations and facade improvements on a building located in low and moderate-income census tract in Olde Towne Bellevue at 2110 Franklin Street.
The project includes any environmental testing that may be required as the rehabilitation moves forward.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

Businesses : 1
Total Population in Service Area: 680
Census Tract Percent Low / Mod: 75.74

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	Buckley has been working with Nebraska Department of Environmental Quality (NDEQ) to complete remediation for groundwater contamination prior to moving forward with the activity. Due to the extent of contamination and anticipated remediation cost, NDEQ passed the project on to the Environmental Protection Agency (EPA), who is currently conducting extensive testing in the Olde Towne area prior to determining the required mitigation steps and the anticipated cost. With ongoing environmental concerns and a timeline for remediation of contamination unavailable, the City is working with Buckley to determine the next step for the activity. In October, CDBG staff proposed canceling the activity in IDIS due to the unknown timeline for activity and completion.	

PGM Year: 2018
Project: 0005 - Program Administration
IDIS Activity: 41 - Program Administration

Status: Open
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/04/2019

Description:

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC310003	$40,000.00	$12,713.21	$14,386.47
Total	Total			$40,000.00	$12,713.21	$14,386.47

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

Female-headed Households: 0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2019
Project: 0001 - Habitat 2020 Land Purchase
IDIS Activity: 42 - Habitat 2020 Land Purchase

Status: Open
Location: 1001 Fort Crook Rd N Ste 207 Bellevue, NE 68005-4226

Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Acquisition of Real Property (01)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

The project will the purchase of one or more plots of land for the development of affordable housing.
The land would be located within the city limits of Bellevue and assist with decreasing the cost of the construction of the housing unit for the 2020 home build project.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	$22,000.00	$0.00	$0.00
Total	Total			$22,000.00	$0.00	$0.00

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0

Female-headed Households:	0	0	0

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	Habitat for Humanity of Sarpy County partnered with Habit for Humanity of Omaha to assist with projects moving forward. The grant agreement was executed in September and Habitat is currently looking for a vacant lot to purchase for development.	

PGM Year: 2019
Project: 0002 - CDBG Chandler Hills Paving Reconstruction and Improvement
IDIS Activity: 43 - CDBG Chandler Hills Paving Reconstruction and Improvement

Status: Completed 11/17/2020 4:19:12 PM
Location: 7300 S 17th St Bellevue, NE 68147-1608

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Street Improvements (03K)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

The proposed project includes the the removal and reconstruction of 17th Street between Sydney Street and Josephine Streets.
The project includes the removal of asphalt pavement and reconstruction with 7 inch concrete pavement including integral curb and gutter and replacement of the guardrail.
The completed street project will have a life expectancy of 20 years.
The funds will be for construction only; no administration.
All administration will be in-kind provided by the Public Works Department.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$0.15	$0.00	$0.00
		2014	B14MC310003		$0.15	$0.15
		2015	B15MC310003	$0.66	$0.66	$0.66
		2016	B16MC310003	$0.54	$0.54	$0.54
		2017	B17MC310003	$125,000.00	$125,000.00	$125,000.00
		2019	B19MC310003	$14,201.65	$14,201.65	$14,201.65
Total	Total			$139,203.00	$139,203.00	$139,203.00

Proposed Accomplishments

People (General) : 1,165
Total Population in Service Area: 1,570
Census Tract Percent Low / Mod: 80.57

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	The bid documents were prepared in March 2020 and the project was distributed for bids in April 2020. A bid opening was held on April 29, 2020, and the lowest responsible bidder was selected for the project. The contract was awarded and executed during the May 5th council meeting and a notice to proceed was issued. Construction work began in June and was completed in August following five weeks of work. Close out of the project began in September and was complete in November 2020.	

PGM Year: 2019
Project: 0003 - Washington Park Improvements
IDIS Activity: 44 - Washington Park Improvement

Status: Open
Location: 1900 Franklin St Bellevue, NE 68005-3457

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Parks, Recreational Facilities (03F)
National Objective: LMA

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

The proposed project includes improvement to Washington Park.
Safety improvements will include installation of ADA accessible around the exterior of the park, including along Franklin Street, accessible paths to each of the play structures and benches with accessible pads.
ADA curb ramps will be installed at each intersection.
A new picnic shelter will be installed as funding allows.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC310003	$25,000.00	$25,000.00	$25,000.00
		2018	B18MC310003	$100,000.00	$100,000.00	$100,000.00
		2019	B19MC310003	$164,900.00	$109,776.43	$109,776.43
Total	Total			$289,900.00	$234,776.43	$234,776.43

Proposed Accomplishments

Public Facilities : 1
Total Population in Service Area: 1,425
Census Tract Percent Low / Mod: 69.47

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	The bid documents were prepared in March 2020 and the project was distributed for bids in May 2020. A bid opening was held on May 22, 2020, and the lowest responsible bidder was selected for the project. The contract was awarded and executed during the June 2nd council meeting and a notice to proceed was issued. Construction work began in July and is anticipated to be completed in October 2020. The City provided in-kind labor for the project including project engineering, bid document preparation, and project oversight through the Public Works Department.	

PGM Year: 2019
Project: 0004 - Housing Foundation Capacity Building and Development
IDIS Activity: 45 - Housing Foundation Capacity Building and Development

Status: Open
Location: 8214 Armstrong Cir Bellevue, NE 68147-1871

Objective: Provide decent affordable housing
Outcome: Sustainability
Matrix Code: CDBG Non-profit Organization Capacity Building (19C)
National Objective: LMH

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

CDBG funding will be provided to complete capacity building for the Housing Foundation of Sarpy County to prepare for the conversion of 51 units of public housing located with Bellevue city limits.
The capacity building will include evaluation of units to determine the type of acquisition, rehabilitation or sale is appropriate for each unit and the bests use for equipty in each property to further finance development of affordable housing in Bellevue and Sarpy County.
All 51 units are located within Bellevue and will have an impact on the affordable housing supply within city limits.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	$10,000.00	$0.00	$0.00
Total	Total			$10,000.00	$0.00	$0.00

Proposed Accomplishments

Organizations : 1

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0

Female-headed Households: 0 0 0

Income Category:	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019		

PGM Year: 2019
Project: 0005 - BJSA Sports Participation Assistance Program
IDIS Activity: 46 - BJSA Sports Participation Assistance Program

Status: Open
Location: 1001 High School Dr Bellevue, NE 68005-3200

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

The program creates a participation assistance for low- and moderate-income families who reside within Bellevue city limits.
The participation assistance will be expanded and available for all sports programs offered by BJSA.
The program covers registration fees and equipment fees required to participate in the specific sports program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	$8,000.00	$3,470.00	$3,470.00
Total	Total			$8,000.00	$3,470.00	$3,470.00

Proposed Accomplishments

People (General) : 59

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	10	1
Black/African American:	0	0	0	0	0	0	10	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	4	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	0	0	0	0	0	0	24	1	
Female-headed Households:	0		0		0				

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	14
Low Mod	0	0	0	8
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	24
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	As with many organizations providing public services, BJSA worked to develop procedures to ensure the safety of all participants as health mandates are eased and programs are able to begin opening up again. Of the total persons benefiting from the participation assistance program, 17 were from female-headed households.	

PGM Year: 2019
Project: 0006 - Heartland Housing Navigator
IDIS Activity: 47 - Heartland Housing Navigator

Status: Open
Location: 302 American Pkwy Papillion, NE 68046-6270

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)

National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

The project will assist low- and moderate-income homeless individuals and domestive violence victims with housing navigation services in Bellevue city limits.
The project also will provide supportive services designed to commect homeless individuals or those fleeing domestic violence to safe, affordable housing options in addition to employment and income support.
The program will be expanded to serve anyone at imminent risk of homelessness.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	$15,000.00	$8,767.28	$8,767.28
Total	Total			$15,000.00	$8,767.28	$8,767.28

Proposed Accomplishments

People (General) : 25

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	38	7
Black/African American:	0	0	0	0	0	0	23	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	12	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0

Total:	0	0	0	0	0	0	73	7	
Female-headed Households:	0		0		0				

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	66
Low Mod	0	0	0	7
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	73
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2019	As with many organization, Heartland Family Services has worked to continue to provide services to the community while focusing on health and safety for all during the pandemic. With the help of CDBG funding, 13 families have found permanent housing, and 6 families transitioned into temporary housing. Of the families who have exited the program to a known decimation, 17 families found new, safe, and healthy home environments away from their abuser, and 1 family returned home with a safety plan.	

PGM Year: 2019
Project: 0007 - Program Administration
IDIS Activity: 48 - Program Administrator

Status: Open
Location: ,

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Activity to prevent, prepare for, and respond to Coronavirus: No

Initial Funding Date: 02/05/2020

Description:

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	$50,000.00	$16,630.36	$16,630.36
Total	Total			$50,000.00	$16,630.36	$16,630.36

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0

Female-headed Households: 0

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

Total Funded Amount:	$1,039,578.43
Total Drawn Thru Program Year:	$552,711.61
Total Drawn In Program Year:	$441,309.54

CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING AND NOTICE OF AVAILABILITY OF THE
2019-2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

TO ALL INTERESTED AGENCIES GROUPS AND INDIVIDUALS:

The City of Bellevue announces the availability of the draft 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER outlines progress made in achieving goals established in the 2019-2023 Consolidated Plan and activities outlined in the 2019 Annual Action Plan. The draft report includes: information regarding amount of funds invested in projects and activities; (2) descriptions of households assisted through investment of these funds; (3) actions taken to affirmatively further fair housing; and (4) other information relevant to the status of grant-funded projects administered by the City of Bellevue which affect local housing and community development needs. The draft CAPER covers the period of October 1, 2019, through September 30, 2020. Copies may be viewed electronically on the on the City of Bellevue website at www.bellevue.net and paper copies can be requested by contracting the City of Bellevue CDBG program.

A public hearing for the purpose of obtaining comments on the draft 2019-2020 CAPER is scheduled for: Tuesday, March 16, 2021, at 6:00 PM during the Bellevue City Council meeting. The meeting will be held virtually pursuant to the Governor's Executive Orders and COVID-19 Directed Health Measures. Please call 402-293-3052 for more information on how to access and/or participate in the Bellevue City Council meeting. If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the City Clerk at (402) 293-3007 no later than March 12, 2021. Questions, comments or suggestions are encouraged concerning the 2019-2020 CAPER and will be accepted until the time of final approval at the March 16, 2021, City Council meeting. All interested parties may submit written comments to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email to abby.highland@outlook.com; or contact by phone at (402)293-3000. The approved 2019-2020 CAPER will be submitted to the U.S. Department of Housing and Urban Development on or before March 26, 2021.

RESOLUTION 2021-07

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR THE 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the City of Bellevue receives Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, HUD requires CDBG entitlement jurisdictions complete and submit an annual summary of their grant programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER) for each program year; and

WHEREAS, the CAPER was prepared in accordance with HUD regulations and waivers due to the coronavirus pandemic, and provides information about the program year's accomplishments and how the projects met goals and objectives in the 2019-2023 Consolidated Plan; and

WHEREAS, the City provided a 15-day public comment period for the purpose of receiving written and oral comments and conducted a public hearing for the CAPER on March 16, 2021, during the virtual council meeting.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows:

a.) Approves the 2019-2020 Consolidated Annual Performance and Evaluation Report (CAPER); and
b.) Authorizes the Mayor to submit on behalf of the City of Bellevue the CAPER to the U.S. Department of Housing and Urban Development (HUD); and
c.) Allows staff to make minor technical modifications and/or necessary corrections to the CAPER as required by HUD.

PASSED AND APPROVED, by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this the 16th day of March 2021.

_____
Rusty Hike, Mayor

(SEAL)

ATTEST:

_____
Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
03/16/2021

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY: Doug Clark, Public Works Director	Rich Severson, Finance Director
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐
RESOLUTION ☑	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Bond Reimbursement Resolution for 2021 Paving Improvements

SYNOPSIS/BACKGROUND:

This resolution preserves the flexibility of the City to make preliminary payments from funds on hand and then, if it so chooses, to reimburse itself from bond proceeds if bonds are issued in the future. Adoption of this resolution does not require the City to issue any bonds nor does it create authority for financing any project. Street Department Capital Improvement Projects included in 2021 Paving Improvements are: ST 21(2) 2021 Concrete Projects; ST 21(3) 2021 Overlay Projects; ST 21(4) 2021 Reconstruction Projects; ST 21(5) So 36th St; ST 21(6) Bridge Repairs; ST 21(8) 26th St to Sarpy Ave, Olive St to Chandler Rd Improvements; ST 21(9) Willow Springs (s/15th St access road); ST 21(10) Wall Rehabilitation.

FISCAL IMPACT: $10,000,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

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:	Various CIP Project Names				
START DATE:		END DATE:		PAYMENT DATE:	
INSURANCE REQUIRED:	NO				
CIP PROJECT NAME:	Various CIP Projects Names	CIP PROJECT NUMBER:	ST 21 (2, 3, 4, 5, 6, 8, 9 and 10)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	HAFPB-2021	ACCOUNT NUMBER:	4810		

RECOMMENDATION:

Approve and authorize the Mayor to sign Resolution 2021-08 for Bond Reimbursement for Fiscal Year 2021 Paving Improvements

ATTACHMENTS:

1. Resolution 2021-08	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Brett Ibsen

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

RESOLUTION NO. 2021-08

WHEREAS, the Mayor and City Council of the City of Bellevue, Nebraska, during a regular meeting of the City Council, conducted a public hearing at 6:00 p.m. on August 18, 2020, in the Council Chambers at Bellevue City Hall, 1500 Wall Street, on the proposed City of Bellevue Fiscal Year 2021 Capital Improvement Plan, and

WHEREAS, the proposed Capital Improvement Plan was reviewed by the Mayor and City Council and opportunity for public testimony was given and received, and

WHEREAS, the projects listed below are included in the 2021 Capital Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows:

Section 1. That the Mayor and City Council of the City of Bellevue, Nebraska, do hereby declare this resolution to the City's official declaration of intent under Internal Revenue Code Regulation Section 1.150-2 to provide for the incurring of indebtedness which may include reimbursements of expenditures made by the City in connection with costs incurred in connection with the construction of paving improvements associated with Capital Improvement Projects: ST 21(2), ST 21(3), ST 21(4), ST 21(5), ST 21(6), ST 21(8), ST 21(9) and ST 21(10) of the City. The preliminary estimate of debt contemplated to be issued for such project exceeds $10,000,000.00.

Section 2. That up to the expenditure of the full amount of such project described within this Resolution, the City may advance funds as may be necessary for meeting the immediate costs of such project. It is the intent of the Mayor and City Council that the City shall reimburse such expenditures, as may be made from general funds on hand, from the proceeds of the issuance of its debt obligations.

Section 3. That the City Clerk shall make a copy of this Resolution available for public inspection at the main office of the City at all times during normal business hours within ten days after the adoption hereof. Such copies shall remain available for public inspection at all such times until the bonds or such other tax-exempt obligations contemplated herein are issued.

DATED this 16th day of March, 2021.

_____
Rusty Hike, Mayor

ATTEST:

_____
Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
3/16/2021

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐
RESOLUTION ☑	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Resolution and Construction Engineering Services Agreement (Non-Participating), 36th Street, N-370 - Sheridan (MAPA-5061(5), CN 22276)

SYNOPSIS/BACKGROUND:

On February 16, 2021 the City of Bellevue approved Resolution 2021-05 Signing of Preliminary Engineering Services Agreement - BK2102 to enter into an agreement with Olsson to provide professional engineering services for the rerouting of the storm sewer south of Lookingglass Dr. near Heartland Hills Park as part of the federal-aid project 36th Street, N-370 – Sheridan Rd (MAPA-5061(5), CN 22276) administered by the Nebraska Department of Transportation (NDOT). Olsson will perform construction engineering services for the rerouting of the storm sewer pursuant to Agreement No. BK2105 in an amount of $8,200.00 which will be 100% funded by the City.

FISCAL IMPACT: $8,200.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Construction Engineering Services Agreement - Project

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 36th St., N-370 - Sheridan, (MAPA 5061(5), CN 22276)

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

CIP PROJECT NAME: So 36th St CIP PROJECT NUMBER: ST21(5)

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

ACCOUNTING DISTRUBUTION CODE: CIPST21(5) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Resolution and the Construction Engineering Services Agreement - BK2105 between the City of Bellevue and Olsson not to exceed $8,200.00 for the 36th St, N-370 - Sheridan Project (MAPA-5061(5), Control No. 22276).

ATTACHMENTS:

1. Resolution
2. Construction Engineering Services Agreement
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

RESOLUTION
CONSTRUCTION ENGINEERING SERVICES AGREEMENT – BK2105

CITY OF BELLEVUE

Resolution No. 2021-09

Whereas: City of Bellevue is developing a transportation project.

Whereas: City of Bellevue and Olsson wish to enter into a Professional Services Agreement to provide Construction Engineering for the transportation project.

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

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Construction Engineering services between City of Bellevue and Olsson.

City of Bellevue is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOT Project Number: MAPA-5061(5)

NDOT Control Number: 22276

NDOT Project Description: 36th Street, N-370 – Sheridan Rd, Bellevue

Adopted this _____ day of _____, 2021 at _____ Nebraska.

The City Council of City of Bellevue, Nebraska:

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
City Clerk

Exhibit "C"

LPA/CONSULTANT LOCALLY FUNDED PROFESSIONAL SERVICES, CONSULTANT CONSTRUCTION ENGINEERING SERVICES

CITY OF BELLEVUE, NEBRASKA
OLSSON
PROJECT NO. MAPA-5061(5)
CONTROL NO. 22276
36TH ST, N-370 – SHERIDAN RD, BELLEVUE

THIS AGREEMENT, made and entered into by and between the City of Bellevue, Nebraska, hereinafter referred to as the "LPA" and Olsson, hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the LPA is in the process of developing a federal-aid transportation project, and

WHEREAS, LPA intends to engage the Consultant to render professional services for the above-named project, and

WHEREAS, the above-named project is solely the responsibility of the LPA; the Nebraska Department of Transportation (NDOT) involvement in this project is for the sole purpose of acting as the representative of the FHWA for eligibility of the federal funding for future phases of work; and

WHEREAS, the LPA will fund the professional services under this agreement with LPA funds only, and has obtained funding approval from the NDOT to do so, based on the LPA meeting all federal-aid eligibility requirements for all phases of the project, and

WHEREAS, NDOT will pay the Consultant directly and bill the LPA for 100% of the agreement amount, and

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

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work under this agreement.

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

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Olsson and any employees thereof, whose business and mailing address is 2111 South 67th Street, Suite 200, Omaha, Nebraska 68106, and

"STATE" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State represents the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Agreement shall mean the State on behalf of the United States Department of Transportation.

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

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that the LPA has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide Construction Engineering Services for Project No. MAPA-5061(5), C.N. 22276, in Sarpy County, Nebraska.

Upon receiving a written notice to proceed from the LPA, the Consultant shall perform all work required under this agreement as outlined in Exhibit "A", Consultant Work Order, Scope of Services, Consultant's Fee Proposal, and Schedule of Completion which is attached and hereby made a part of this agreement.

For work beyond the agreed Scope of Services the consultant shall document the additional work, estimate the cost to complete the work, negotiate a supplement agreement and

receive written approval from the LPA before beginning work. Any work performed by the consultant prior to approval will be done at the expense of the consultant.

SECTION 3. CONSULTANTS PERSONNEL (OPTIONAL)

The Consultant shall notify the LPA of any need to replace the project manager or significant personnel changes. Personnel who are added as replacements must be persons of comparable training and experience. Personnel added as new personnel and not replacements must be qualified to perform the intended work. The LPA reserves the right to accept or reject the personnel change. Failure on the part of the Consultant to provide acceptable replacement personnel as determined by the LPA will be cause for termination of this agreement, with settlement to be made as provided in the SUSPEND, ABANDON AND TERMINATE section of this agreement.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.

2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 5. NOTICE TO PROCEED AND COMPLETION

The LPA, or the State on behalf of the LPA, issued the Consultant a written Notice-to-Proceed (NTP) on February 12, 2021. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall do all the work according to the schedule included in attached EXHIBIT "A", Consultant Work Order, Scope of Services, and Consultants Fee Proposal, and shall complete all work required under this agreement promptly and in a satisfactory manner by December 12, 2022.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the LPA or State may constitute a basis for an extension of time.

LPA authorized changes in the scope of work, which increase or decrease work hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the total costs of the services under this agreement.

SECTION 6. FEES AND PAYMENTS

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

B. The general provisions concerning payment under this Agreement are set out in Exhibit "B".

C. For performance of the services as described in this Task Order, Consultant will be compensated based on **Specific Rates of Compensation** for actual work performed and direct non-labor expenses up to a maximum not-to-exceed amount of $8,200.00 in accordance with Exhibit "B".

SECTION 7. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional performance and ability of the Consultant. Any examination by the LPA or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's notice of any errors or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its work, it shall notify the LPA of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 8. SUSPEND, ABANDON AND TERMINATE

The LPA has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The LPA can suspend or terminate this agreement at any time.

If the LPA abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be reimbursed for work completed up to the date of suspension, abandonment or termination of the agreement, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the LPA can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the LPA will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting

documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 9. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic data, and other project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 10. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or the State to the Consultant is "Confidential Information" contained within "Privileged Documents" protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or the State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA.

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

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

The Consultant agrees to obtain the written approval of the LPA, with the concurrence of the State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur to LPA or the State as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify, and release the LPA, or when applicable, the State for any liability that may ensue on the part of the LPA or the State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 11. CONFLICT OF INTEREST

The Consultant shall review the conflict of interests provisions of 23 C.F.R. 1.33 and any other applicable provisions and agrees to fully comply with all the conflict of interest provisions in order to insure that the project remains fully eligible for state or federal funding. By signing this agreement, the Consultant certifies that it has no financial or other interests in this project or the outcome of this project. For further federal interpretation of these provisions, see "PE/CE Consultant Conflict of Interest Frequently Asked Questions" located on the State's Local Federal Aid Projects' Frequently Asked Questions webpage:

http://www.transportation.nebraska.gov/gov-aff/faq.html

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

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

discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the LPA for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the LPA or a duly authorized representative, whose decision in the matter will be final and conclusive on the Parties to this agreement, using the process set out in section 4.4.3.5 of the Nebraska LPA Manual for Federal Aid Projects.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 18. SUCCESSORS AND ASSIGNS

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

SECTION 19. DRUG-FREE WORKPLACE POLICY

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

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

The Consultant 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 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. TITLE VI, NONDISCRIMINATION

A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.

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

C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.

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

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

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the LPA and United States enter into such litigation to protect the interests of the LPA and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

Any other subletting, assignment, or transfer of any professional services to be performed by the Consultant is hereby prohibited unless prior written consent of the LPA is obtained.

As outlined in the DISABILITIES ACT Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet

any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. LPA CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this project involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 26. ALL ENCOMPASSED

This instrument embodies the whole 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.

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

EXECUTED by the Consultant this _____ day of _____, 2021.

OLSSON
Michael Piernicky, P.E.

_____
Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this _____ day of _____, 2021.

_____
Notary Public

EXECUTED by the City of Bellevue, Nebraska this _____ day of _____, 2021.

CITY OF BELLEVUE, NEBRASKA
Rusty Hike

_____
Mayor

Subscribed and sworn to before me this _____ day of _____, 2021.

_____
Clerk

EXECUTED by the State this _____ day of _____, 2021.

NEBRASKA DEPARTMENT OF TRANSPORTATION
Jodi Gibson

_____
Local Assistance Division Manager

Consultant Work Order

(Local Projects)

Project No.:		Control No.:
MAPA-5061(5)		22276
Consultant: *(Name and Representative)*	Agreement No	Work Order No.:
Olsson	BK2105	
LPA: *(Name and Representative)*		Constr. Change Order No.: *(If applicable)*
City of Bellevue, Dean Dunn		TBD

All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.

Justification to modify agreement: *(Include scope of services, deliverables, and schedule)*

CE efforts and plan revisions associated with storm sewer re-route in the area of Lookingglass Drive & 36th Street. See attached SOS for details. This effort will occur once NTP is provided.

It is understood this effort will be non-eligible for federal funds.

Work Title	Summary of Fee		
See fee workbook for details. SRC Contract Plan revisions = 26 hrs CE = 45 hrs	A. Total Direct Labor Cost	=	7,865.10
	B. Overhead (Factor * x A)	=	
	C. A + B	=	
	D. Profit/Fee (Factor ** x C)	=	
*Overhead Factor: 184.12%	E. FCCM (Factor*** x A)	=	
**Profit/Fee Factor: 12.00%	F. Direct Non-Labor Cost	=	**334.90**
***Facility Capital Cost of Money (FCCM): 0.93%	G. Subconsultant Services	=	
Total Fee Notes: SRC Contract	**TOTAL FEE: C + D + E + F + G**	=	**$8,200.00**
	☐ ESTIMATED TOTAL FEE:		**$8,200.00**
	☐ FINAL TOTAL FEE:		

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Tony Egelhoff — *Name* — Tony Egelhoff — *Signature* — 2/9/2021 — *Date*

LPA:

Dean A. Dunn — *Name* — Dean A. Dunn — *Signature* — 2/11/2021 — *Date*

LPS PC *(for Preliminary Engineering)* and State Rep. *(for Construction Engineering)*:

Name — *Signature* — *Date*

Notice to Proceed will be granted by email by: LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

LPS Unit Head Review *(for PE Phase)*:

Nicole Taylor — *Name* — [signature] — *Signature* — 02/12/21 — *Date*

LPS Manager or Construction Engineer *(Construction Phase)*:

Jeff Sula — *Name* — [signature] — *Signature* — 2/12/21 — *Date*

FMIS Approval Date: n/a non participating

FHWA: *(FHWA Approval on Full Oversight Projects Only)*:

Name — *Signature* — *Date*

Notice to Proceed Date: 2/2/21

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

NDOT Form 250, November 18

Exhibit ___
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING
(Non-Participating)
for

Project Name: 36th Street, Bline To Sheridan
Project Number: MAPA-5061(5)
Control Number: 22276

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for the storm sewer re-routing work near Lookingglass Drive. This is to include constructing new storm sewer pipe, manhole, outlet structures and riprap, BMP's, tree removal, minor grading, and abandonment of existing pipe. This work has been determined to be non-participating effort.

Olsson (Consultant) shall serve as agent for Bellevue, (LPA), representing the LPA in all matters related to construction engineering services for this project. The task descriptions below will follow the base CE scope of services as established in the original agreement.

D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. Specific to the non-participating efforts.

5. Construction Survey/Staking. Specific to the non-participating efforts.

   5.1 Assume **2** trips to the project site for construction survey/staking.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Specific to the non-participating efforts.

9. Construction Inspection. Specific to the non-participating efforts.

10. Perform Material Sampling and Testing. Specific to the non-participating efforts.

    10.1 Assume **5** trips to the project site for Material Sampling and Testing.

11. As-Built Drawings. Specific to the non-participating efforts.

12. Final Inspections. Specific to the non-participating efforts.

13. Project Closeout. Specific to the non-participating efforts.

14. Other.

    14.1 Design Modifications. This task includes effort for plan modifications associated with non-participating efforts. It is anticipated up to 3 sheets will be revised and up to 3 sheets added.

E. SCHEDULE

1. Anticipated Notice to Proceed: 2/15/2021
2. The Consultant shall provide a schedule of activities and deliverables upon award

SRC Billing Rates

Construction Engineering

Date: February 10, 2021

Consultant: Olsson

SRC Billing Rates Calculated based on:

Overhead:	184.12%
Profit Rate:	12.00%
FCCM (if applies):	0.93%
Salary Escalation Factor:	3.0%

Weighting*			
5%	Period 1:	NTP through:	January 15, 2021
45%	Period 2:	Labor beginning:	January 16, 2021
50%	Period 3:	Labor beginning:	January 16, 2022
	Period 4:	Labor beginning:	January 16, 2023
100%	*% of work estimated during each period		

SRC BILLING RATE per employee

New Employee Multiplier = 3.18

Employee Name	Current Rate	SRC Billing Rate Period 1	Period 2	Period 3	Period 4	% Assigned
Principal						
Mike Piernicky	$80.77	$258.00	$266.00	$274.00		100%
Weighted Rate For Calculating Contract Max:	$269.60					
Project Manager						
Marty Weander	$40.87	$130.00	$134.00	$138.00		5%
Ryan Amys	$51.20	$163.00	$168.00	$173.00		5%
Terry Rothanzl	$50.48	$161.00	$166.00	$171.00		15%
William "Shane" Groh	$30.00	$96.00	$99.00	$102.00		75%
Weighted Rate For Calculating Contract Max:	$115.80					
Engineer						
Tony Egelhoff	$62.02	$198.00	$204.00	$210.00		100%
Weighted Rate For Calculating Contract Max:	$206.70					
Designer/CAAD Tech						
Dan Hanna	$32.00	$102.00	$105.00	$108.00		80%
Zach Turek	$30.17	$96.00	$99.00	$102.00		15%
Christian Thom	$32.21	$103.00	$106.00	$109.00		5%
Weighted Rate For Calculating Contract Max:	$105.50					
Lead Inspector						
Pat Camazzo	$32.00	$102.00	$105.00	$108.00		100%
Weighted Rate For Calculating Contract Max:	$106.35					
Inspector 2						
Jeff Stolp	$29.00	$93.00	$96.00	$99.00		85%
Brian Brink	$27.25	$87.00	$90.00	$93.00		10%
Samantha McKee	$26.50	$85.00	$88.00	$91.00		5%
Weighted Rate For Calculating Contract Max:	$96.35					
Survey Crew Chief						
Drew Peterson	$27.00	$86.00	$89.00	$92.00		50%
Zach Johnson	$25.73	$82.00	$84.00	$87.00		50%
Weighted Rate For Calculating Contract Max:	$87.88					
Survey Crew Assistant						
Quentin Keuck	$22.28	$71.00	$73.00	$75.00		50%
Nicholas Hug	$22.77	$73.00	$75.00	$77.00		50%
Weighted Rate For Calculating Contract Max:	$74.90					
Administrative						
Stacy Zablocki	$23.25	$74.00	$76.00	$78.00		40%
Stacey Roach	$30.67	$98.00	$101.00	$104.00		30%
Anthony Fitzgerald	$23.08	$74.00	$76.00	$78.00		30%
Weighted Rate For Calculating Contract Max:	$84.54					
Material Testing						
Matt Markham	$29.09	$93.00	$96.00	$99.00		5%
Nicolas Larson	$21.75	$69.00	$71.00	$73.00		40%
James Belling	$16.50	$53.00	$55.00	$57.00		50%
Sue Snyder	$21.50	$69.00	$71.00	$73.00		5%
Weighted Rate For Calculating Contract Max:	$65.17					

Consultant's Estimate of Hours — Construction Engineering

Project Name: 36th Street Bline to Sheridan
Project Number: MAPA-5061(5)
Consultant: Olsson
Control Number: 22276
Consultant PM: Marty Weander
NDOT PC: Karl Burns
Date: February 10, 2021

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	INSP 1	INS 2	INS 3	INS 4	ADM	MT	Total
1. Project Management & Coordination		**1**	**1**						**0.5**		**2.5**
1.1 Project Management		1	1						0.5		2.5
1.2 Plan and Spec review, project setup											
~~**2. Meetings**~~											
~~**3. Traffic Control Plan**~~											
~~**4. SWPPP Inspections/Manual Updates**~~											
5. Construction Survey/Staking		**1**		**1.5**			**3.5**	**3.5**			**9.5**
5.1 Provide coordination of staking needs w/ Contractor		1									1
5.2 Verify and re-establish the survey control, if needed											
5.3 Stake limits of construction throughout project				0.5			0.5	0.5			1.5
5.4 Mark removal limits. Stake ROW & const easements				0.5			0.5	0.5			1.5
5.5 Provide slope stakes for grading											
5.6 Provide paving hubs											
~~5.7 Provide cross-section for new culverts~~											
5.8 Stake fence relocation and guardrail											
5.9 Stake silt fence				0.5			0.5	0.5			1.5
5.10 Verify exist tie-in elevations, adjust pavement grades											
5.11 Trips to Site (Travel Time) for Const Survey/Staking							2	2			4
6. Construction Consultation/Site Manager & Daily Work Report (DWR)		**0.5**			**1**						**1.5**
6.1 Construction Consultation/Site Manager & DWR		0.5			1						1.5
~~**7. Girder Shim Surveying (Bridge Projs Only)**~~											
~~**8. Perform Bearing Calculations**~~											
9. Construction Inspection		**0.5**	**2**		**10**	**2**					**14.5**
9.1 Construction Inspection			1		8	2					11
9.2 Measure, calculate, and document qty of pay items					1						1
9.3 Maintain records/data, prepare Weekly Report of WDs		0.5			1						1.5
9.4 Trips to Site (Travel Time) for Const Inspection			1								1
10. Perform Material Sampling and Testing					**1**					**11**	**12**
10.1 Collect, verify, document, deliver all samples to test lab					0.5					2	2.5
10.2 Provide all req'd material certs to the NDOR M&R Lab					0.5					2	2.5
10.3 Review and document all test results of all samples										2	2
10.4 Evaluate Unsuitable soils or subgrade											
10.5 Trips to Site (Travel) for Delivery & Collecting Samples										5	5
11. As-Built Drawings					**1**						**1**
11.1 Prepare As-Built Drawings					1						1
12. Final Inspections		**0.5**	**0.5**		**1.5**						**2.5**
12.1 Walkthrough of Site and Preparation of Punch List		0.5	0.5		1						2
12.2 Review Project to verify Punch List has been completed					0.5						0.5
13. Project Closeout		**0.5**			**1**						**1.5**
13.1 Project Closeout		0.5			1						1.5
14. Other			**6**	**20**							**26**
14.1. Design Revisions & Plan Modifications			6	20							26
14.2. Additional Public Engagement											
14.3. Settlement Monitoring											
Total Days		*0.5*	*1.19*	*2.69*	*1.94*	*0.25*	*0.44*	*0.44*	*0.1*	*1.38*	*9*
Total Hours		**4**	**9.5**	**21.5**	**15.5**	**2**	**3.5**	**3.5**	**0.5**	**11**	**71.0**

Direct Expenses — Construction Engineering

Project Name: 36th Street Bline to Sheridan
Consultant: Olsson
Project Number: MAPA-5061(5)
Control Number: 22276

Subconsultants:			Amount
		Subtotal	
Printing and Reproduction:	**Qty**	**Unit Cost**	**Amount**
Plan Set Half-Size	0.1	$150.000	$15.00
Special Provisions - Contract		$50.000	
		Subtotal	**$15.00**
Mileage/Travel:	**Qty**	**Unit Cost**	**Amount**
Mileage/Travel:	200	$0.750	$150.00
Mileage/Travel Survey:	50	$0.75	$37.50
Final Thickness Cores		$80.00	
Compression Test - Concrete Cores		$70.00	
Settlement Plates		$1,500.00	
		Subtotal	**$187.50**
Lodging/Meals:	**Qty**	**Unit Cost**	**Amount**
Motel - Standard Rate $94+tax		$110.00	
Motel - Omaha/Douglas Co. $109+tax		$125.00	
Meals & Incidentals (Standard Rate)		$55.00	
Meals & Incidentals (Omaha/Douglas Co.)		$61.00	
		Subtotal	
Other Miscellaneous Costs:	**Qty**	**Unit Cost**	**Amount**
Maturity Meter forTesting Concrete Strength		$200.00	
Standard Proctor		$180.00	
Modified Proctor		$240.00	
Atterburg Limits		$100.00	
P-200 Sieve Analysis		$120.00	
Wood Stakes	25	$1.00	$25.00
Paint	1	$5.00	$5.00
2' Rebar	2	$2.50	$5.00
Compression Test - Concrete		$19.00	
Miscellaneous Postage, Mailing, Deliveries Etc.	1	$97.40	$97.40
		Subtotal	**$132.40**
TOTAL DIRECT EXPENSES			**$334.90**

Project Cost & Breakdown — Construction Engineering

Project Name: 36th Street Bline to Sheridan
Project Number: MAPA-5061(5)
Consultant: Olsson
Control Number: 22276
Consultant PM: Marty Weander
NDOT PC: Karl Burns
Date: February 10, 2021

LABOR COSTS			
Classification	**Hours**	**Weighted Rate**	**Amount**
Principal		$269.60	
Project Manager	4	$115.80	$463.20
Engineer	10	$206.70	$1,963.65
Designer/CAAD Tech	22	$105.50	$2,268.25
Lead Inspector	16	$106.35	$1,648.43
Inspector 2	2	$96.35	$192.70
Survey Crew Chief	4	$87.88	$307.58
Survey Crew Assistant	4	$74.90	$262.15
Administrative	1	$84.54	$42.27
Material Testing	11	$65.17	$716.87
	71	**Subtotal**	**$7,865.10**

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	$15.00
Mileage/Travel:	$187.50
Lodging/Meals:	
Other Miscellaneous Costs:	$132.40
Subtotal	**$334.90**

TOTAL PROJECT COSTS	Amount
Labor Costs	$7,865.10
Direct Expenses	$334.90
TOTAL COST	**$8,200.00**

LABOR COST BY MAJOR TASKS	Direct Labor			Amount
	$1,693.58			$1,693.58

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum amounts established in this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf.

AMOUNT	CATEGORY
$ 7,865.10	for actual direct labor costs
$ 334.90	for direct expenses
$ 8,200.00	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Over-run: Consultant shall require all of its subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run, and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

4. ALLOWABLE COSTS

Allowable costs are direct labor costs, and direct non-labor costs as defined below which Consultant has incurred within 90 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are based on the specific rate of compensation (SRC or billing rate). Consultant will charge State for Consultant's employees' time working directly on this project. The direct labor costs are calculated by multiplying the SRC rate, as indicated on the Staffing Plan in Exhibit "A" Consultant's Fee Proposal, by the hours worked (in increments not less than one quarter hour).

   The Staffing Plan must identify by name all employees of the Consultant who are

reasonably expected to provide Services under this Agreement. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor.** Reference the Staffing Plan Section of this Agreement regarding changes in personnel.

2) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects; such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate, and have appropriate supervisory approval.

B. *This section has intentionally been left blank.*

C. Direct Non-Labor Costs (Direct Expenses) are all necessary, actual, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.

1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.

2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and *LPA, or State on LPA's behalf.* Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, includes only allowable costs, and has proper documentation before sending to State.

3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.

(a) Field Expenses – Consultant must provide a breakdown of miscellaneous and field expenses and, when applicable, provide receipts. Non-perishables such as personal toiletries, forks, plates, and such, are not reimbursable unless claimed under sections 4. C. 3) e) (x) and 4. C. 4).

b) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card

receipt that displays only the total cost of the transportation expense is not sufficient documentation.

c) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

(i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or

(ii) The prevailing standard rate as established by the IRS.

NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on NDOT's Travel log, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. NDOT's Travel log form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

d) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at http://www.gsa.gov/portal/category/100120. Consultant shall give State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.

e) MEALS –

(i) Reimbursement for any meal exceeding $4.99 requires an itemized receipt showing all food and drink purchased for that meal. A bank card receipt that displays only the total cost of the meal is not sufficient documentation. If a meal receipt is submitted for reimbursement that does not itemize all food and drink purchased, Consultant may bill and State will pay up to $4.99.

(ii) Consultant may submit only one receipt for each meal: breakfast, lunch, and dinner (except as provided below for groceries). State will reimburse no more than $35.00 for any meal, including tax and tip.

(iii) State will not reimburse for any purchases that are not part of a meal, such as snacks, sodas, coffee, or water bottles; although, such purchases may be submitted as a meal, if all items are on a single receipt and the receipt indicates the purchases were as a meal.

(iv) Reimbursement for meal gratuities/tips will be whatever is usual or customary, but should not exceed 20 percent.

(v) Meals are not reimbursable if a meal was provided by a lodging facility or as part of a conference, official function, or event unless: 1) Consultant's employee leaves the lodging facility or conference/function for the worksite or home before the meal is served or 2) Consultant's employee has dietary restrictions or food allergies that prevent them from participating in the provided meal and must eat elsewhere; then Consultant may submit a meal receipt identifying the dietary restriction or food allergy.

(vi) Meals (including groceries as described below) and incidental expenses will be reimbursed at actual costs not to exceed the prevailing standard daily rate as indicated on the GSA website noted above. The costs are broken out in the GSA table by breakfast, lunch, and dinner. If a meal is not reimbursable in accordance with this Agreement, then Consultant must deduct the meal(s) before submitting the Travel log for reimbursement. Incidentals identified in GSA's chart are defined as fees and tips given to baggage carriers and hotel staff and included in daily allowance.

(vii) Expenses for alcoholic beverages, tobacco, and related taxes are not reimbursable.

(viii) Consultant will not be reimbursed for purchasing meals for State employees. State employees are responsible for their own meals.

(ix) Consultant shall give State the benefit of all meal discounts.

(x) Grocery Receipts: In lieu of eating at a restaurant, Consultant may be reimbursed for food and food service items purchased from a grocery store. Consultant shall provide the following supporting information/notes with the receipt: what items were consumed by an employee for which meal on what day. A unit price must be provided for items purchased in bulk so that Consultant can properly bill for only items that were used for meals. The dollar amounts on the receipts shall match the amounts shown on the Travel Log. These costs must be reasonable and the LPA, and State on LPA's behalf, reserve the right to not reimburse if it is not deemed reasonable by LPA, or State on LPA's behalf. Reimbursable grocery expenses do not include non-food items, with the exception of paper/plastic plates and plastic utensils as needed to eat. Exceptions may be allowed if special living arrangements are preapproved by LPA, or State on LPA's behalf, and, if applicable, outlined in this section accordingly.

(xi) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- Employee is required to depart at or before 6:30 a.m., or
- Employee is on overnight travel.

Lunch:

- Employee must be on overnight travel. No reimbursement will be made for same day travel.
- Employee is required to leave for overnight travel at or before 11:00 a.m., or
- Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- Employee leaves for overnight travel at or before 5:00 p.m., or
- Employee returns from overnight travel or work location at or after 7:00 p.m., or
- Employee is on overnight travel.

(xii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

4) No extended stay arrangements, such as apartments, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement or as approved in writing by LPA, or State on LPA's behalf. Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 90 days of the date incurred. Consultant (including its employees) is assumed to have incurred travel costs on the day travel occurred. Consultant is assumed to have incurred costs from a Subconsultant on the same day the Subconsultant incurred the cost.

6. *This section has intentionally been left blank.*

7. INVOICES AND PROGRESS REPORTS

A. Consultant shall promptly submit invoices to State based on Consultant's billing period, but shall not submit more than one invoice per month. Invoices must include all allowable costs for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 90 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.

B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (Presented in this order)

1) Consultant's Invoice:

i. The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.

ii. The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor.**

iii. Direct non-labor expenses:

1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
2. Travel-related expenses must be summarized and submitted on NDOT Form 163 (see below). Supporting receipts must be submitted with NDOT Form 163 when invoicing for these expenses.
3. All supporting receipts must be kept as required in Section 18. CONSULTANT COST RECORD RETENTION.

iv. Time Records, as outlined in Section 4. A. 2).

v. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

2) Progress Report: A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:

i. A description of the Services completed for the service period to substantiate the invoiced amount.

ii. A description of the Services anticipated for the next service period

iii. A list of information Consultant needs from LPA, or State on LPA's behalf

iv. Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162a). This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. State encourages Consultant to utilize the macro-enabled version to reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.

5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on NDOT's Travel log, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at http://dot.nebraska.gov/business-center/consultant/onbase-help/.

E. Notice of Public Record: Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO,

FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. *This section has intentionally been left blank.*

12. FINAL INVOICE AND PAYMENT

A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, and expenses. After receipt of final invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA"s behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things

done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Consultant shall submit NDOT 39 Form within 90 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (*Contract Cost Principles and Procedures*).

15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

A. A description of the out-of-scope services,

B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,

C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:

   1) The out-of-scope services are not within the original Scope of Services and additional work effort is required;

   2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered into; and

3) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; cost of meals; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

*16a.
03/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY: Susan Kluthe		City Clerk		
AGENDA ITEM:		CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Approval of the First Amendment to the Redevelopment Agreement and Promissory Note for MRES Ascend Holdings, LLC (South Woods)

SYNPOSIS/BACKGROUND:

The Redevelopment Agreement and Promissory Note for MRES Ascend Holdings, LLC (South Woods) was originally approved by the City Council on January 19, 2021. These documents provide for the use of Tax Increment Financing (TIF). On November 3, 2020, the city approved the Redevelopment Plan by Resolution #2020-42 for multifamily housing for Lot 1, South Woods Replat 4. MRES Ascend Holdings, LLC is requesting approval of a first amendment to the previously approved redevelopment agreement in order to defer the division date from January 1, 2021 to January 1, 2022. The amendment does not increase the TIF indebtedness. The amendment will ensure MRES Ascend Holdings, LLC is able to collect the TIF revenue for the full 15 year period authorized by the agreement and statue.

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:	NO				
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approval of the First Amendment to the Redevelopment Agreement and Redevelopment Promissory Note

ATTACHMENTS:

1.	First Amendment to the Redev. Agreement	2.	Redevelopment Promissory Note	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "'33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF BELLEVUE PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF BELLEVUE TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

REDEVELOPMENT PROMISSORY NOTE

$1,853,782.00 March 16, 2021

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to MRES Ascend Holdings, LLC, a Nebraska limited liability company, whose address is 12149 West Center Road, Omaha, NE 68144, and/or its assigns ("Holder"), the principal sum of One Million Eight Hundred Fifty Three Thousand Seven Hundred Eighty Two and No/100th ($1,853,782.00) Dollars, together with interest thereon at the rate of Three and 75/100ths percent (3.75%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated January 28, 2021, by and between the Borrower and Holder (as revised, the "Redevelopment Agreement") are collected by the City of Bellevue, Nebraska, and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

In the event of default under said Redevelopment Promissory Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to six percent (6.00%) above the national prime rate as published by the *Wallstreet Journal*; however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

Borrower may prepay the principal amount outstanding in whole or in part, without the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from January 1, 2022, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the City of Bellevue, Nebraska, and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from January 1, 2022, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Bellevue, Nebraska.

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.

Unless prohibited by law, the Holder may, at its option, declare the entire unpaid balance of principal and interest immediately due and payable without notice or demand at any time after default, as such term is defined in the Redevelopment Agreement.

Holder may at any time before or after default, exercise its right to set off all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Holder to the Borrower without prior notice to the Borrower.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

CITY OF BELLEVUE, NEBRASKA, a Municipal Corporation

By: _____
Mayor of the City of Bellevue

ATTEST:

_____
City Clerk of the City of Bellevue

APPROVED AS TO FORM:

_____
City Attorney

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

This First Amendment to Redevelopment Agreement ("First Amendment") is entered into by and between the CITY OF BELLEVUE, NEBRASKA, a municipal corporation (hereinafter referred to as "City"), and MRES ASCEND HOLDINGS, LLC, a Nebraska limited liability company (hereinafter referred to as "Developer").

Recitals

WHEREAS, City and Developer are parties to a certain Redevelopment Agreement dated January 28, 2021, and approved by the City Council of the City on January 19, 2021 (the "Agreement");

WHEREAS, the Redevelopment Agreement provides for the redevelopment of certain real estate located generally at 1366 Nebraska Drive, Bellevue, Nebraska, and the construction of an approximately 107 unit multifamily housing project on the Redevelopment Site; and

WHEREAS, City and Developer desire to amend the Agreement to amend the Division Date from January 1, 2021 to January 1, 2022, and to provide for a corresponding amendment to the Base Year.

NOW THEREFORE, for One ($1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer hereby agree as follows:

1. Section 1.1. Section 1.1 of the Agreement is hereby amended to provide that the Base Year and associated Base Year Valuation shall be established on January 1, 2021.

2. Section 1.5. Section 1.5 of the Agreement is hereby amended to provide that the Division Date shall be January 1, 2022.

3. Section 3.5.1. The first sentence of Section 3.5.1 of the Agreement is hereby deleted in its entirety and replaced as follows:

> "not protest for a reduction in the real estate improvement valuation on the Redevelopment Site certified as of January 1, 2021 (Base Year) or less prior to and during construction; and not protest for a reduction in the real estate improvement base valuation on the Redevelopment Site certified as of January 1, 2021 (Base Year) plus $15,500,000 (excess valuation) or less after substantial completion or occupancy of the Redevelopment Project."

4. Ratification. Except as amended by this First Amendment, all of the original terms and provisions of the Agreement shall continue in full force and effect and the original Agreement, as amended by this First Amendment, is hereby ratified and confirmed.

Executed by the Developer this _____ day of _____, 2021.

MRES Ascend Holdings, LLC, a Nebraska limited liability company

By: MRES Legacy Manager III, LLC, its manager

By: _____
Name: Adam S. Kirshenbaum
Title: Manager

Executed by the City this _____ day of _____, 2021.

CITY OF BELLEVUE, NEBRASKA, a municipal corporation,

By _____
Rusty Hike, Mayor

ATTEST:

_____
Susan Kluthe, City Clerk

16b.
03/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY: CDBG/Finance				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve the 2020 CDBG Subrecipient Agreement with Willabees Barbershop for the Building and Facade Improvement project in an amount not to exceed $12,000.00

SYNPOSIS/BACKGROUND:

As part of the 2020 Action Plan approved by the City Council on July 21, 2020, Willabees Barbershop was approved for funding in an amount not to exceed $12,000.00. The grant funds will be used to provide assistance to complete facade and sidewalk improvements to meet code and ADA requirements. Willabees has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: $12,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Steve/Lucas Schwabe	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	2020 CDBG Subrecipient Agreement				
CONTRACT EFFECTIVE DATE:	03/16/2021	CONTRACT TERM:	1 year	CONTRACT END DATE:	03/15/2022
PROJECT NAME:	Willabees Building Improvement project				
START DATE:	03/16/2021	END DATE:	03/15/2022	PAYMENT DATE:		INSURANCE REQUIRED:	YES
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	CDBG-192020	ACCOUNT NUMBER:	60/1903/192020/450		

RECOMMENDATION:

Approve and authorize the City Council President to sign the CDBG subrecipient agreement with Willabees.

ATTACHMENTS:

1.	2020 CDBG Subrecipient 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

AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
WILLABEES BARBERSHOP
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-20-MC-31-0003

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 2021 by and between the subrecipient WILLABEES BARBERSHOP hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-20-MC-31-0003 HUD contract in the amount of $12,000.00 for facade improvement for a building located at 2268 Franklin Street, Bellevue, NE 68005; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $12,000.00 from the B-20-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of facade improvements including sidewalk rehabilitation, landscaping, and window replacement for the commercial building at 2268 Franklin Street, Bellevue, NE 68005. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

    a. Program Delivery. To provide façade improvements including sidewalk rehabilitation, landscaping, and window replacement to the building in a blight and substandard area at 2268 Franklin Street as eligible under 24 CFR 570.202(a)(3). The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
        i. Complete all approved work for facade improvements as outlined in the CDBG 2020 application and budget.
        ii. Provide matching funds needed to complete the sidewalk improvement project.
        iii. All construction work completed is subject to Federal Labor Standards Provisions as described in form HUD-4010 and in the agreement Section D. Other Program Requirements.

    b. Income Benefit Goals. It is anticipated that one property owner of building in a blight and substandard area will benefit from building improvements

    c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective Slum Blight as a business located in an area determine by the City of Bellevue as Blight and Substandard in

accordance with Section 18-2103 of the Nebraska State Statues and as per 24 CFR 570.208(b)(1).

2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
    a. Statistical information including the number of persons provided with new or improved access to services and/or facilities or businesses benefiting from improved location availability.
    b. Update on the expenditure of funding as well as a timeline for expenditure update.
    c. Documentation of match or funds leveraged with CDBG funding.
    d. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
    e. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.

3. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the GRANTEE of Bellevue. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE of Bellevue CDBG Specialist.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
    a. The SUBRECIPIENT must meet all mitigation requirements outlined in the environmental review record.

5. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed $12,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
    a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
    c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
    g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
    a. 1st Quarter: October – December,
    b. 2nd Quarter: January – March,
    c. 3rd Quarter: April – June, and
    d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

    a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

i. $0.00 to $1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
ii. $1,000.00-$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of $1,000 but under $10,000.
iii. $10,000.00-$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount $10,000 but under $30,000.
iv. $30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of $30,000 or more.

b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

b. Subcontracts.
i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on

the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

    a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

    a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

    b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
        i. A final performance report,
        ii. A final request for payment, and
        iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPEINT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. . The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of $1,000,000.00 limit for General Liability with a $2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a $5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.

6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.

7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

   The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

   The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights

   a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

   b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The

SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's

representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

c. "Section 3" Clause.

i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible , priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low - income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

ii. Notifications. The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iii. Subcontracts. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Conduct.

a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
   i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
   ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
   iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

e. Lobbying. The SUBRECIPIENT hereby certifies that:
   i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
   iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

iv. Lobby Certification.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:

    a. A-21, Cost Principles for Educational Institutions,
    b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
    c. A-89, Catalog of Federal Domestic Assistance,
    d. A-102, Grants and Cooperative Agreements with State and Local Governments,
    e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
    f. A-122, Cost Principles for Non-Profit Organizations,
    g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
    h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles – The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Audits – The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends $750,000 or more a fiscal year in Federal awards, the

SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

G. AGREEMENT MODIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.

2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of $25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of $25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
    a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
    b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
    c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.

3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. <u>NOTICES.</u>

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

   a. To GRANTEE: City Administrator
      City of Bellevue
      1500 Wall Street
      Bellevue, NE 68005

   b. To SUBRECIPIENT: Owner
      Willabees Barbershop
      2268 Franklin Street
      Bellevue, NE 68005

   c. Copy to: Finance Director
      City of Bellevue
      1500 Wall Street
      Bellevue, NE 68005

Paul Cook, Council President
City of Bellevue, Nebraska

Steven Schwabe, Co-Owner
Willabees Barbershop

Rich Severson, Finance Director
City of Bellevue, Nebraska

Lucas Schwabe, Co-Owner
Willabees Barbershop

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

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

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires:_____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 3rd day of March, 2021, by Steven Schwabe, Co-Owner, on behalf of the organization.

My Commission Expires:

August 23, 2023

NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
SHIRLEY R. HARBIN
My Comm. Exp. August 23, 2023

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 3rd day of March, 2021, by Lucas Schwabe, Co-Owner, on behalf of the organization.

My Commission Expires:

August 23, 2023

Shirley R Harbin
NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
SHIRLEY R. HARBIN
My Comm. Exp. August 23, 2023

16c.
03/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY:	CDBG/Finance			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve the 2020 CDBG Subrecipient Agreement with Bellevue Volunteer Fire and Rescue, Inc. for the Fire Hall Facility Upgrade project in an amount not to exceed $19,439.00

SYNPOSIS/BACKGROUND:

As part of the 2020 Action Plan approved by the City Council on July 21, 2020, the Bellevue Volunteer Fire and Rescue Department, Inc.(BVFD) was approved for funding in an amount not to exceed $19,439.00. The grant funds will be used to provide assistance to complete facade improvement including the replacement of the exterior windows and doors for energy efficient and ADA accessibility. BVFD has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: $19,439.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	BVFD	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	2020 CDBG Subrecipient Agreement				
CONTRACT EFFECTIVE DATE:	03/16/2021	CONTRACT TERM:	1 year	CONTRACT END DATE:	03/15/2022
PROJECT NAME:	Fire Hall Facility Upgrade project				
START DATE:	03/16/2021	END DATE:	03/15/2022	PAYMENT DATE:		INSURANCE REQUIRED:	YES
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	CDBG-192016	ACCOUNT NUMBER:	60/1903/192016/450		

RECOMMENDATION:

Approve and authorize the City Council President to sign the CDBG subrecipient agreement with BVFD.

ATTACHMENTS:

1.	2020 CDBG Subrecipient 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

AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE VOLUNTEER FIRE AND RESCUE DEPARTMENT, INC.
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-20-MC-31-0003

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 2021 by and between the subrecipient BELLEVUE VOLUNTEER FIRE DEPARTMENT INC. hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-20-MC-31-0003 HUD contract in the amount of $19,439.00 for facility improvements for a building located at 2108 Franklin Street, Bellevue, NE 68005; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $19,439.00 from the B-20-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of facility improvements including façade improvements, replacement of the exterior windows and doors to increase energy efficiency and address ADA requirements for the building at 2108 Franklin Street, Bellevue, NE 68005. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

    a. Program Delivery. To provide improvements including façade improvements, replacement of the exterior windows and doors, and address ADA requirements to the building in a low- and moderate-income area at 2108 Franklin Street as eligible under 24 CFR 570.201(c). The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
        i. Complete all approved work including façade improvements, replacement of the exterior windows and doors, and address ADA requirements to the building as outlined in the CDBG 2020 application and budget.
        ii. Provide matching funds needed to complete the improvement project.
        iii. All construction work completed is subject to Federal Labor Standards Provisions as described in form HUD-4010 and in the agreement Section D. Other Program Requirements.

    b. Income Benefit Goals. It is anticipated that one property owner of buildings in a low- and moderate-income area will benefit from building improvements.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective Area Benefit as a business serving an area with census blocks with a percentage of low- and moderate-income persons in excess of 51 percent per 24 CFR 570.208(a)(1)(i) and that is primarily residential in character.

2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
   a. Statistical information including the number of persons provided with new or improved access to services and/or facilities or businesses benefiting from improved location availability.
   b. Update on the expenditure of funding as well as a timeline for expenditure update.
   c. Documentation of match or funds leveraged with CDBG funding.
   d. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
   e. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.

3. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the GRANTEE of Bellevue. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE of Bellevue CDBG Specialist.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
   a. The SUBRECIPIENT must meet all mitigation requirements outlined in the environmental review record.

5. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed $19,439.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial

management system in accordance with acceptable standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
    a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
    c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
    g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
    a. 1st Quarter: October – December,
    b. 2nd Quarter: January – March,
    c. 3rd Quarter: April – June, and
    d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
    i. $0.00 to $1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
    ii. $1,000.00-$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of $1,000 but under $10,000.
    iii. $10,000.00-$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount $10,000 but under $30,000.
    iv. $30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of $30,000 or more.

b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

b. Subcontracts.
    i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
    ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
    iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
    iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized

Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

    a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

    a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

    b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
        i. A final performance report,
        ii. A final request for payment, and
        iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPEINT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. . The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of $1,000,000.00 limit for General Liability with a $2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a $5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.

6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.

7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

   The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be

undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

   The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

   a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

c. "Section 3" Clause.

i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The

SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible , priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low - income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

ii. Notifications. The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iii. Subcontracts. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Conduct .

a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
   i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
   ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
   iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

e. Lobbying. The SUBRECIPIENT hereby certifies that:

   i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

iv. Lobby Certification.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:

    a. A-21, Cost Principles for Educational Institutions,
    b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
    c. A-89, Catalog of Federal Domestic Assistance,
    d. A-102, Grants and Cooperative Agreements with State and Local Governments,
    e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
    f. A-122, Cost Principles for Non-Profit Organizations,
    g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
    h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends $750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

G. AGREEMENT MODIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.

2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of $25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of $25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
    a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.

b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.

3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. <u>NOTICES.</u>

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

b. To SUBRECIPIENT: President
Bellevue Volunteer Fire and Rescue Department, LLC
2108 Franklin Street
Bellevue, NE 68005

c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Paul Cook, City Council President
City of Bellevue, Nebraska

Glen Kohlscheen, President
Bellevue Fire and Rescue Department, LLC

Rich Severson, Finance Director
City of Bellevue, Nebraska

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Paul Cook and Susan Kluthe, whose names as City Council President and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as City Council President and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires:_____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 9th day of March 2021, by Glenn Kohlscheen, President, on behalf of the organization.

My Commission Expires:
10/10/23

LISA M. RYBAR
GENERAL NOTARIAL SEAL
STATE OF NEBRASKA
Commission Expires
October 10, 2023

NOTARY PUBLIC

16d.
03/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY:	Doug Clark, Public Works Director			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

2021 Concrete Projects

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for the 2021 Concrete Projects. After review of the bids received, the low, responsive, responsible bidder, Van Winkle Construction Services, LLC d/b/a Lakeview Construction has been recommended for the project.

FISCAL IMPACT: $702,084.90 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Van Winkle Construction Srvices, LLC d/b/a Lakeview Construction	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	2021 Concrete Projects Project				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	2021 Concrete Projects				
START DATE:		END DATE:		PAYMENT DATE:		INSURANCE REQUIRED:	YES
CIP PROJECT NAME:	2021 Concrete Projects	CIP PROJECT NUMBER:	ST21(2)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	CIPST21(2)	ACCOUNT NUMBER:	7010		

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Van Winkle Construction Services, LLC d/b/a Lakeview Construction, in the amount of $638,259.00, plus a 10% contingency of $63,825.90, for a total project cost of $702,084.90 for the 2021 Concrete Projects.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: 2021 CONCRETE PROJECTS
DATE: Wednesday, February 24, 2021
TIME: 11:00 a.m.

BIDDER	TOTAL BID	BID BOND	ADDENDUMS (NONE)
Midwest DCM, Inc.	$759,906.00	Y	
Van Winkle Construction Services, LLC d/b/a Lakeview Construction	$638,259.00	Y	
DIY Holding Company, LLC	$829,508.00	Y	

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 16th day of March, 2021 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Van Winkle Construction Services, LLC d/b/a Lakeview Construction ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the 2021 CONCRETE PROJECTS ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

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

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

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

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

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

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Six Hundred Thirty-Eight Thousand Two Hundred Fifty-Nine Dollars and Zero Cents ($638,259.00) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability $1,000,000 per occurrence, $2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - $500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits $100,000, $500,000, $100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - $2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than $10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue
Public Works Department
Attn: Doug Clark
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Van Winkle Construction Services, LLC
d/b/a Lakeview Construction
Whitney Van Winkle
8080 Burr Oak Drive
Plattsmouth, NE 68048
(402) 660-2922

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Doug Clark, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

_____

ATTEST:

BY: _____

_____

TITLE: _____

EXHIBIT "A"

SPECIFICATIONS

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **"2021 CONCRETE PROJECTS"**, as specified in this Contract and in the plans and specifications in the City's request for proposals and Notice to Bidders.

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

EXHIBIT "B"

COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars ($2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
03/16/2021

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☑	OTHER ☐

SUBJECT:

Police Gun Range Electrical Repairs

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for the Police Gun Range Electrical Repairs Project to repair damages as a result of the 2019 flooding. This project is FEMA project #88710. One bid was received and after review of the bid, the low, responsive, responsible bidder, D.C. Electric/Heartland Lighting, Inc. has been recommended for the project.

FISCAL IMPACT: $8,182.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: D.C. Electric/Heartland Lighting, Inc.	INTERLOCAL AGREEMENT: NO	
CONTRACT DESCRIPTION: Police Gun Range Electrical Repairs Project			
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME: Police Gun Range Electrical Repairs Project			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: YES
CIP PROJECT NAME:	CIP PROJECT NUMBER:		
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):		
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUMBER: 10-20-7031 (Proj 5100, SubProj 511901, Fund Src 733) FEMA		

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and D.C. Electric/Heartland Lighting, Inc. in the amount of $8,182.00 for the Police Gun Range Electrical Repairs Project (FEMA).

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: POLICE GUN RANGE ELECTRICAL REPAIRS
DATE: Wednesday, February 24, 2021
TIME: 2:30 p.m.

BIDDER	TOTAL BID	BID BOND	ADDENDUMS (NONE)
D.C. Electric/Heartland Lighting, Inc.	$8,182.00	Y	

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 16th day of March, 2021 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and D.C. Electric/Heartland Lighting, Inc. ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the POLICE GUN RANGE ELECTRICAL REPAIRS ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires.

Contractor shall commence the Work within ten (10) days ("Commencement Date") after receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

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

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

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

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

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Eight Thousand One Hundred Eighty-Two Dollars and Zero Cents ($8,182.00) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to

Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability $1,000,000 per occurrence, $2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - $500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits $100,000, $500,000, $100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - $2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than $10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue
Public Works Department
Attn: Doug Clark
1500 Wall Street
Bellevue, NE 68005

With a copy to:

Alicia Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

David Compton
D.C. Electric/Heartland Lighting Inc.
113 West 22nd Avenue
Bellevue, NE 68005
Phone No.: (402) 292-5590

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Doug Clark, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification),

any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

_____

ATTEST:

BY: _____

_____

TITLE: _____

EXHIBIT "A"

SPECIFICATIONS

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **"POLICE GUN RANGE ELECTRICAL REPAIRS"**, as specified in this Contract and in the plans and specifications in the City's request for proposals and Notice to Bidders.

EXHIBIT "B"

COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars ($2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

16f.
3/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY:	Doug Clark, Public Works Director	Jim Shada, Deputy Director of Parks and Recreation		
AGENDA ITEM:		CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Agreement with Bellevue Junior Sports Association

SYNOPSIS/BACKGROUND:

Bellevue Junior Sports Association ("BJSA") is a Nebraska not-for-profit corporation which desires to utilize American Heroes Park football fields, owned by the City. If the agreement is approved, BJSA is to pay the City an annual maintenance fee in the amount of $1,200.00 for the cost of grass seed and fertilizer in exchange for the permit to use the Park annually, beginning September 1st through November 1st, inclusive.

FISCAL IMPACT: $1,200.00 Annually BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Bellevue Junior Sports Association	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Bellevue Junior Sports Association Agreement				
CONTRACT EFFECTIVE DATE:	03/16/2021	CONTRACT TERM:	10 years	CONTRACT END DATE:	03/15/2031
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:	10-12-4800		

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Agreement between the City of Bellevue and the Bellevue Junior Sports Association.

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

AGREEMENT

BELLEVUE JUNIOR SPORTS ASSOCIATION
&
CITY OF BELLEVUE, NEBRASKA

THIS AGREEMENT ("Agreement") is made this 16th day of March, 2021 (the '"Effective Date"), by and between the City of Bellevue, Nebraska, a political subdivision and a city of the first class of the State of Nebraska (the "City"), and the Bellevue Junior Sports Association, a Nebraska not-for-profit corporation ("BJSA"). For the purposes of this Agreement, the City and BJSA may individually be referred to as a "Party" and may collectively be referred to as the "Parties".

WHEREAS, BJSA desires to utilize American Heroes Park football fields, owned by the City (by reference, the "Park"), for football games and practices, and for permitted use or the Park beginning September 1st through November 1st, inclusive; and

WHEREAS, the City desires BJSA to pay annually, a maintenance fee in the amount of one thousand two hundred ($1,200.00) for the cost of grass seed and fertilizer in exchange for the permit to use the Park, beginning September 1st through November 1st, inclusive; and

WHEREAS, in consideration of the maintenance fee and the covenants, conditions, and agreements herein reserved, mentioned and contained on the part of BJSA to be paid, kept and performed, the City hereby permits to BJSA, and BJSA hereby accepts the permitted use of American Heroes Park football fields, subject to the terms, conditions, and agreements herein expressed, in "AS IS/WHERE IS" condition with all faults and no representations expressed or implied.

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement shall be for a period of ten (10) years from the Effective Date. The Parties may extend the term of this Agreement prior to the expiration of the term by mutual agreement.

2. Use Period. The Use Period begins September 1st of each year and concludes on November 1st of the same year.

3. Property. The Property which is the subject of this agreement is described and depicted on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property").

4. Trade Fixtures. All alterations, additions and improvements (and expressly including all light fixtures and floor coverings), except trade fixtures, appliances and equipment which do not become a part of the Premises, shall immediately become the property of Landlord without any obligation to pay therefore.

5. Permit. BJSA shall make annual application for a permit to use the Park (the "Application"). The Application shall be for September 1st through November 1st, inclusive (the "Use Period"). BJSA shall have the right to use the Park only during the Use Period, and for all other times beyond the Use Period the City shall operate and allow use of the Park in due and ordinary course. The City shall grant each Application during the term of this Agreement provided that BJSA complies with the terms and conditions of the Application, this Agreement, and all other federal, state, and local laws, regulations, and ordinances.

6. Alterations. Trade Fixtures, Maintenance & Repairs. BJSA shall be responsible for all repairs, replacements, maintenance and cleaning of the Park during the Use Period, for any purpose including but not limited to marking the field at its sole expense. All repair work shall be done in a good and workmanlike manner. BJSA shall keep the Park and adjoining parking lots free and clear of all trash, rubbish, debris and other materials, the presence or accumulation of which may constitute a nuisance under the laws of the City of Bellevue. In the event of termination of this agreement, BJSA at its sole cost and expense, shall remove its trade fixtures from the Property. BJSA's trade fixtures are identified on Exhibit "B", attached hereto and incorporated herein by reference. The City shall not be responsible at any time for maintaining, repairing or restoring any part of BJSA's trade fixtures as identified on Exhibit "B". BJSA shall be responsible for all costs associated with providing electricity to the Park.

7. Maintenance Fee. The City shall be responsible for turf, sprinklers, fences, mowing and other vegetation maintenance at the Park at all times during the term of this Agreement. The City shall be responsible for laying the grass seed and fertilizer on the two football fields and the maintenance associated with the grass seed and fertilizer. BJSA agrees to pay the City a maintenance fee for the grass seed and fertilizer in the sum of one thousand two hundred dollars ($1,200.00) annually by August 1st of each year without deduction, set-off, prior notice or demand. The maintenance fee shall be due and payable on or before August 1st of each year during the Term and any extension thereof. The yearly maintenance fee shall be paid to the City at the address to which notices are provided in section 13 of this agreement. Additionally, BJSA shall continue to pay the electrical expense for the lights of the 911 memorial.

8. Insurance. BJSA shall at its sole cost and expense obtain comprehensive general liability insurance and comprehensive automotive liability insurance in the following amounts and shall maintain such insurance during the term of this Agreement:
    a. General Liability Bodily Injury: $2,000,000.00 (including completed acts per occurrence and products liability), $2,000,000.00 annual aggregate;
    b. General Liability Property Damage: $2,000,000.00 (including explosion, per occurrence collapse, and underground, coverage if applicable), $2,000,000.00 annual aggregate;
    c. Automotive Liability Bodily Injury: $2,000,000.00 per person, $2,000,000.00 per occurrence; and
    d. Automotive Liability Property Damage: $2,000,000.00 per occurrence.

BJSA shall name the City as an additional insured on any and all policies of insurance obtained pursuant to this Agreement. BJSA shall submit certificates of insurance to the City prior to the commencement of any Improvements on the Park.

9. Indemnity. BJSA agrees to indemnify and defend City from any loss, cost or expense claimed by BJSA or any third parties, including but not limited to BJSA volunteers, employees, and participants, in connection with the use, operation, and maintenance of the Park and the Improvements. To the maximum extent permitted by law, BJSA, on behalf of BJSA and all of BJSA's heirs, executors and assigns, BJSA hereby waives any right, remedy or recourse that BJSA may have now, or in the future, against the City its employees and agents, as a result of any act, error or omission of The City, including those of its agents and employees, including any claim for any loss or damage to BJSA's property or other property placed or located on the Park as a result of any such act, error or omission made in furtherance of any right or authority reserved by the City in this paragraph or elsewhere in this agreement or any damage that may result as a result of any nature disaster. Without limitation to the foregoing, and to the maximum extent permitted by law, BJSA shall hold the City (including any employee, contractor or agent of the City) harmless from and against any claim, liability, loss or damage of any nature whatsoever, including but not limited to whether related to an existing condition of Park, BJSA's use or occupancy of Park, any such claim, damages or liability that may arise or result from any lawful or unlawful entry upon Park and any claim that may arise or result from, out of or in connection with any default under, or breach of, any covenant, term or condition of this agreement.

10. Termination. This Agreement may be terminated by the City with notice upon BJSA's failure to comply with the terms and conditions of this Agreement, the Application, or any other federal, state, or local laws, regulations, or ordinances. Within ten (10) days of the termination of this Agreement, BJSA shall remove all trade fixtures as identified on Exhibit "B". Should BJSA fail to remove all trade fixtures, the City shall have the option to remove all trade fixtures at the cost of BJSA.

11. No Partnership, Joint Venture. Nothing contained in this agreement shall be deemed or construed to create a partnership or joint venture as between the City and BJSA, or between the City and any other party. The City shall not be liable for the debts or obligations of BJSA or for any other party.

12. Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. Notice. Whenever notice is required to be given by the City under this Agreement, it will be deemed sufficient if (i) sent by regular U.S. mail or hand-delivered to BJSA at the address of: 1001 High School Drive, Bellevue, Nebraska, 68005.

    Notice required to be given by BJSA under this Agreement shall be deemed sufficient if mailed by regular U.S. mail or hand-delivered to the City in care of the City Clerk at the Bellevue City Hall, 1500 Wall Street, Bellevue, Nebraska, 68005.

14. Amendments. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both parties hereto.

15. Force Majeure. Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, provided that the parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

16. Choice of Law. This Agreement shall be governed by the laws of the State of Nebraska.

DATED this _____ day of _____, 2021.

CITY OF BELLEVUE, a municipal Corporation.

By:_____
Mayor, Rusty Hike

Attest:

_____
City Clerk

Bellevue Junior Sports Association, a Nebraska not-for-profit corporation.

_____
BJSA REPRESENTATIVE

EXHIBIT "A"



PIN: 010384979 Property Address: Owner Info: City Of Bellevue

PIN:	010384979	Property Address:
Approximate	Acreage: 46.51 ac.	Legal Description: Tax Lot G, Tax Lot J & That Pt of Govt Lot 9 Lying N of Hwy 370 31-1-4-14
Tax District:	1002	Owner Info: City of Bellevue 1500 Wall Street, Bellevue, NE 68005
Land Value:	$0	
Total Taxable Value:	$0	

EXHIBIT "B" - TRADE FIXTURES OWNED BY BJSA

1. Four (4) Goal Posts
2. Concession Building
3. All ballfield light fixtures
4. All bleachers
5. All scoreboards

16g.
3/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/16/2021		SUBMITTED BY: Administration			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approval of Lease Agreement with Bellevue University for temporary library relocation during the renovation at 1003 Lincoln Rd.

SYNPOSIS/BACKGROUND:

The City of Bellevue intends to renovate the Library located at 1003 Lincoln Road. During such renovation the City intends to lease the 4th floor of Bellevue University for the purpose of temporarily relocating the contents of the Library and operating the Library during such renovations.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Bellevue University	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Bellevue University Lease Contract for Library (temp. relocation)				
CONTRACT EFFECTIVE DATE:	03/16/2121	CONTRACT TERM:		CONTRACT END DATE:	01/31/2022
PROJECT NAME:	N/A				
START DATE:		END DATE:		PAYMENT DATE:		INSURANCE REQUIRED:	YES
CIP PROJECT NAME:	N/A	CIP PROJECT NUMBER:	N/A		
STREET DISTRICT NAME (S):	N/A	STREET DISTRICT NUMBER (S):	N/A		
ACCOUNTING DISTRUBUTION CODE:	N/A	ACCOUNT NUMBER:	N/A		

RECOMMENDATION:

Approve and authorize the Mayor to sign the Lease Agreement with Bellevue University for temporary library relocation during the renovation at their facility at 1003 Lincoln Rd. beginning 03/16/2021 - 01/31/2022.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the last date set forth on the signature page attached hereto (the "Effective Date"), by and between Bellevue University, a Nebraska non-profit corporation ("Lessor"), and the City of Bellevue, Nebraska, a municipal corporation ("Lessee"). Collectively referred to as the "Parties"

WHEREAS, Lessor owns certain real property located on the Bellevue University campus and south of Herman Drive, including the 5-story John B. Muller Administrative Services Building which is commonly known by its address of 812 Bruin Boulevard, Bellevue, Nebraska 68005 (the "Building").

WHEREAS, Lessee operates a public library located at 1003 Lincoln Road, Bellevue, Nebraska 68005 (the "Library").

WHEREAS, Lessee intends to renovate the Library and, during such renovations, Lessee desires to lease the 4th floor of the Building (the "Premises") from the Lessor for purposes of (i) temporarily relocating the contents of the Library during such renovation and (ii) operating the Library from the Premises during such renovation.

WHEREAS, Lessor desires to lease the Premises to the Lessee, and Lessee desires to lease the Premises from Lessor, subject to the covenants, terms and conditions of this Lease.

NOW THEREFORE IT IS AGREED BY AND BETWEEN LESSOR AND LESSEE:

1. **Lease of Premises.** Subject to the covenants, terms and conditions of this Lease, Lessor hereby leases the Premises to Lessee, and Lessee hereby leases the Premises from Lessor for the purposes set forth herein.

2. **Term.** The term of this Lease shall begin as of the Effective Date and run through January 31, 2022. This Lease shall automatically renew for one additional ninety (90) day term after the original term on the same terms and conditions unless written notice is given by either party on or before November 30, 2021. Reference herein to "Term" shall mean the original term and shall include any renewal thereof. Any further extensions of the Lease shall only be done by mutual agreement of the Parties as set forth in a written addendum to this Lease.

3. **Rent.** Lessee shall, except for the specific items paid for by Lessor as set forth in this Lease, be responsible for all costs and expenses in connection with the maintenance, repair, replacement and operation of the Premises (collectively, the "Rent"). In the event that Lessee fails to perform any such obligations or pay any such costs, Lessor shall have the right to perform or pay the same and all amounts so expended by Lessor shall be considered Rent hereunder and shall be paid by Lessee to Lessor upon demand.

4. **Use.** Lessee shall use the Premises for the sole and exclusive purpose of operating the Bellevue Public Library, including all programming and events scheduled in the normal course of operations, in the Premises while the current Library is under renovation. Lessee shall not commit or allow any unlawful act upon the Premises, the Building or the common areas around the Building.

5. **Maintenance and Repair.** The Lessee shall keep the Premises free and clear of all trash, rubbish, debris and other materials the presence or accumulation of which may constitute a nuisance under the laws of the City of Bellevue. The Lessee shall be responsible for any maintenance, repair, and cleaning necessary on the Premises during the Term of the Lease. The Lessee shall only be responsible for the maintenance, repair, and cleaning of the Premises and the Lessor shall be responsible for the maintenance, repair, and cleaning of all other portions of the Building, including the entryway, elevators and stairs.

6. **Construction, Improvements and other Agreements.** As of the date of this Lease, Lessee accepts the Premises in its current "as is, where is and with all faults" condition, whereby Lessee shall be responsible for making any improvements necessary to utilize the Premises as the temporary location for the Bellevue Public Library; provided, however, prior to making any such improvements, Lessee shall coordinate the same with Lessor and receive Lessor's prior written consent for the same. The current improvements contemplated by Lessee are set forth on Exhibit "A" attached hereto. Except as otherwise set forth on Exhibit "A" attached hereto, Lessee shall not erect or install any other improvements in the Premises without the prior written consent of Lessor.

   The Parties agree that, at the expiration of the Term, all permanent fixtures that may have been installed by Lessee with the permission of Lessor shall remain with the Premises and shall not be removed. To the extent that Lessee installed any other fixtures or improvements without obtaining Lessor's prior written consent, Lessor may, in Lessor's sole discretion, require Lessee to remove such unauthorized fixtures or improvements at Lessee's expense, whereby Lessee shall remove the same and make any repairs necessary to return the Premises back to its pre-leased condition.

   With regard to Lessee's use and operations of the Premises as a temporary Library, the Parties hereby agree as follows:

   (a) The Parties agree that patrons will have access to the Premises during the same hours that the Building is otherwise open to the public Monday through Friday, or such shorter hours as are established by Lessee, and with the exclusion of City of Bellevue recognized holidays. As of the date of this Lease, it is contemplated that the Premises would be open to the public from 9:00 a.m. to 8:00 p.m. Monday through Thursday and 9:00 a.m. to 6:00 p.m. on Fridays, but Lessor shall have the right to adjust such hours as necessary to accommodate the staff and students of Lessor. Such notification of adjusted hours shall be communicated to Lessee in writing forty-eight (48) hours prior to the implementation of said adjusted hours, unless an emergency arises warranting a shorter notification period. In the event

that access to the Building is ever restricted during periods when Lessee desires to maintain hours for its patrons, then the Parties shall work in good faith to determine how Building security and access can be accommodated through keypad or other fob access to allow patrons to access the Premises during these hours. The Parties agree to work together regarding the installation and process of controlled access and must mutually agree upon the cost sharing of the same.

(b) The Parties agree that Lessee's library staff and any other contractors or sub-contractors designated by the Lessee shall be allowed controlled access during other hours as mutually agreed upon.

(c) The Parties agree that staff and patrons shall have non-exclusive access to use the parking lot on the north side of the Building for purposes of library use. Lessee acknowledges and agrees that its staff shall not park in the first three (3) rows of the parking lot located north of the Building, and shall try to maintain such areas for its patrons or students of the Lessor when visiting the Building. Lessor shall have no obligation for providing any security in the parking lot, and Lessee acknowledges that it shall be solely responsible for providing any security for its staff or patrons in such parking lot (if desired by Lessee). The Lessor shall be responsible for the maintenance and liability for the parking lot located north of the Building and utilized by Lessee, its employees and patrons; provided, however, Lessee shall be responsible for any maintenance or liability arising from the gross negligence or intentional acts of Lessee, its employees, staff, contractors, sub-contractors and patrons.

(d) The Parties agree that Lessee is obligated to pay all utilities associated with its use of the Premises. Utilities for purposes of this Lease shall mean electricity, gas and water only. The Parties agree to work together regarding the division and cost allocation for utilities associated with the Premises if the Premises is not separately metered; provided, however, in the absence of any contrary agreement, Lessee agrees that it shall be responsible for paying for ten percent (10%) of the costs for utilities of the Building.

(e) The Lessee shall not be liable for any property taxes associated with the Premises and/or Building during the term, said responsibility shall lie with Lessor. Lessee shall be responsible for any personal property tax or use tax related to its personal property at the Premises.

(f) Lessee shall be solely responsible for staffing the Premises for use as a temporary Library, and Lessee acknowledges that Lessor shall have no obligation to provide any staffing or security services for the Premises.

(g) Lessee shall be solely responsible for providing any janitorial or housekeeping services for the Premises, which services shall include but not be limited to vacuuming and sweeping of floors, cleaning of lavatories and toilets and the

periodic washing of interior windows, walls and other areas which are routinely touched by employees or patrons of Lessee. Lessee shall follow the procedures provided by Lessor for disposal of all waste generated on the Premises, and Lessee may utilize dumpsters provided by Lessor in common with other users of the Building.

(h) Lessee acknowledges that, as of the Effective Date, the COVID-19 pandemic is in progress and certain restrictions or "best practices" are implemented from time-to-time by federal, state or municipal law to prevent the spread of such disease. Lessee shall be solely responsible for (i) providing any PPE required for its employees and patrons in the Premises and (ii) following any protocols required by Lessor for its staff and students at Bellevue University, which may include wearing masks while in the Building. Lessor shall notify Lessee, in writing, at least forty-eight (48) hours prior to the implementation of any COVID-19 restrictions it intends to implement or require in the Building.

(i) Lessee shall comply with all federal, state and municipal laws with regard to its use of the Premises. Lessee shall not use the Premises in any manner that constitutes a nuisance and will not place a load on any portion of the Premises which exceeds the designed floor loads for the Building. Lessee and Lessor acknowledge the load capacity for the Premises is approximately 80 pounds per square foot. Lessee acknowledges that the shelving, books and other personal property that will be moved to the Premises to facilitate its use of the Premises as the temporary Library will require Lessor's prior written consent to properly space or locate such shelving, books or other items to ensure compliance with any weight restrictions.

(j) Lessee shall keep the Premises smoke-free and vape-free and shall not allow or permit smoking of any tobacco or other similar products by any person occupying or using the Premises regardless of whether such person is an employee, contractor, sub-contractor or patrons of Lessee. Additionally, such restriction shall also apply to any vaping products, which are strictly prohibited in the Building. Lessee shall post signs in appropriate locations designating the Premises as Smoke-Free and Vape-Free facility and shall take reasonable steps to enforce the Smoke-Free and Vape-Free requirements.

(k) Lessee shall not use or store any hazardous materials on the Premises without Lessor's prior written consent, other than ordinary office cleaning supplies in reasonable amounts which comply with law. Lessee hereby agrees to indemnify, defend and hold Lessor harmless from any hazardous materials which are brought into, stored upon, or disposed of from the Premises by Lessee, its employees, contractors, sub-contractors or patrons in violation of law.

7. **Liens.** Lessee has no authority to contract on behalf of Lessor for any repair, alteration or improvement of the Premises or the Building, and Lessee does not have any authority to enter into any contractor agreement for the furnishing of any labor or materials to the

Premises or the Building which could give rise to a construction lien against the Premises or the Building or any part thereof. Lessee shall promptly procure and release any construction lien that is filed against the Premises or the Building due to any labor or materials furnished by Lessee or contractor or sub-contractor of Lessee. If Lessee fails to procure such release, Lessor may obtain the release thereof by paying the amount of the lien and, upon any such payment by Lessor, all amounts so expended by Lessor shall be considered Rent hereunder and shall be paid by Lessee to Lessor upon demand.

8. **Indemnity.** Lessee agrees that during the Term, Lessor shall not be obligated to repair, replace or otherwise maintain the Premises for any purpose or to any standard or in any way. Lessor is, however, required to maintain and repair all other portions of the Building other than the Premises in the manner deemed necessary by Lessor and as otherwise required by law or City Code. To the maximum extent permitted by law, Lessee, on behalf of Lessee and all of Lessee's heirs, executors and assigns, hereby waives any right, remedy or recourse that Lessee may have now, or in the future, against Lessor its employees and agents, as a result of any act, error or omission of Lessor, including those of its agents and employees, including any claim for any loss or damage to Lessee's property placed or located on the Premises as a result of any such act, error or omission made in furtherance of any right or authority reserved by Lessor in this Lease. Without limitation to the foregoing, and to the maximum extent permitted by law, Lessee shall hold Lessor harmless from and against any claim, liability, loss or damage of any nature whatsoever, whether related to an existing condition of the Premises or otherwise, (a) of Lessee or any other person (including any employee, contractor, agent or patron of Lessee) that may arise or result from, out of or in connection with any Lessee's use or occupancy of the Premises, including, any such claim, damages or liability that may arise or result from any lawful entry upon Premises, and (b) to Lessor that may arise or result from, out of or in connection with any default under, or breach of, any covenant, term or condition of this Lease.

   The Parties agree that Lessee shall not be responsible for and Lessor shall indemnify and hold Lessee harmless for any injury or damage that may result in the Building outside of the Premises; provided, however, Lessor shall have no obligation to indemnify, defend or hold Lessee harmless if such injury or damage relates to any intentional act or negligence by Lessee, its employees, contractors, sub-contractors, agents or patron.

   The provisions of Paragraph 8 shall survive the expiration or termination of this Lease.

9. **Insurance.** Throughout the Term, Lessee shall procure and maintain comprehensive general liability insurance coverage (bodily injury and property damage) for the Premises in an amount not less than the greater of (a) any such coverage currently being maintained by Lessor in respect to the Building or (b) $5,000,000.00The policy of insurance shall provide that it cannot be canceled without twenty (20) days' prior written notice to Lessor. Lessee shall provide Lessor with a certificate of such insurance and a copy of the insurance declaration pages evidencing such coverage upon the execution of this Lease and as may be reasonably requested by Lessor from time to time. All insurance shall include blanket contractual liability coverage and shall be on the "occurrence" rather than "claims made"

basis and shall name Lessor as an additional insured. Additionally, Lessee acknowledges that it shall be solely responsible to maintain, to the extent desired by Lessee, any (i) Workers' Compensation Insurance, (ii) any Employer's Liability Coverage, and (iii) any automobile liability insurance, whereby Lessor shall have no obligation to maintain any such insurance for Lessee's benefit.

In the event the Building is damaged by fire or other perils through no fault of Lessee, its employees, contractors, sub-contractors, agents or patrons and is covered by Lessor's extended coverage insurance, then Lessor agrees to make the repairs as soon as practicable and utilize insurance proceeds for any and all damaged property or bodily injury that resulted and which is covered by such insurance. If the damage is due to the fault or neglect of Lessee or its employees, contractors, sub-contractors, agents or patrons, Lessee acknowledges that its insurance shall cover such damage and Lessor's insurance shall not be utilized for the same. In all events, Lessee acknowledges that, in the event of any damage by fire or other perils to the Premises during the Term of this Lease, either party may terminate this Lease by providing written notice to the other party within sixty (60) days after such casualty, whereby Lessor shall have no obligation to repair or replace the Premises (or any other portion of the Building) unless Lessor, in its sole discretion, agrees to do so. Based on the short-term nature of this Lease, Lessee acknowledges that in the event of any damage by fire or other perils to the Premises, Lessee would likely need to move the Library to another facility.

With regard to all personal property utilized by Lessee in the Premises, Lessee acknowledges that it shall be solely responsible for any loss, damage or claims related to the same, and Lessee shall be solely responsible for insuring its personal property if desired by Lessee. In no event shall Lessor have any responsibility for Lessee's personal property which is located in the Premises.

The provisions of this Paragraph 9 shall survive the expiration or termination of this Lease.

10. **Waiver of Subrogation.** Notwithstanding anything to the contrary set forth hereinabove, Lessor and Lessee do hereby waive any and all claims against one another for damage to or destruction of real or personal property to the extent such damage or destruction can be covered by customary and commercially reasonable "all risks" property insurance. The risk to be borne by each party shall also include the satisfaction of any deductible amounts required to be paid under such insurance, and each party agrees that the other party shall not be responsible for satisfaction of such deductible. These waivers shall apply if the damage would have been covered by a customary and commercially reasonable "all risks" insurance policy, even if the party fails to obtain such coverage. The intent of this provision is that each party shall look solely to its insurance with respect to property damage or destruction which can be covered by such "all risks" property insurance. Each property insurance policy carried by Lessor or Lessee and insuring all or any part of the Building, the Premises, including improvements, alterations and changes in and to the Premises made by either of them, and Lessee's trade fixtures and contents therein, shall be written in a manner to provide that the insurance company waives all right of recovery by way of

subrogation against Lessor or Lessee, as the case may be, in connection with any loss or damage to property or businesses, building and contents caused by any of the perils covered by property and extended coverage, and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it.

11. **Subordination of Lease.** This Lease shall be subordinate to the lien of any mortgage, trust deed or other security instrument that is now or thereafter placed by Lessor on the land or Building in which the Premises is located. It is intended that this subordination shall be self-operative, and that no further instrument shall be required to effectuate the subordination; provided, at Lessor's request Lessee shall execute and deliver to Lessor all instruments necessary or required to evidence such subordination of this Lease. If Lessee fails or refuses to do so, Lessor may, as Lessee's attorney-in-fact, and Lessee hereby irrevocably designates Lessor as such attorney-in-fact, execute such instruments of subordination on behalf of Lessee. Lessee agrees that if any proceedings are brought for the foreclosure of any such mortgage, deed of trust or other security instrument, to attorn to such purchaser upon a foreclosure sale and to recognize such purchaser as Lessor under this Lease. Lessee further agrees that in the event a lender furnishing financing that is to be secured by the Building so requires, Lessee shall execute and deliver to such lender an estoppel letter or certificate regarding this Lease, certifying that the Lease is unmodified and in full force and effect (or stating such modifications, if any), the dates for which Rent has been paid, and stating to the best of Lessee's knowledge whether Lessor or Lessee are in default under this Lease, specifying any such default, and setting forth such other factual matters as Lessor or its lender may request.

12. **Access by Lessor.** Lessor hereby reserves unto itself, including its employees, agents and contractors, the right and authority to enter upon the Premises at any time throughout the Term to the extent necessary or appropriate to inspect, repair, replace, service or otherwise maintain the Premises for its intended purpose. Without limitation to the foregoing, Lessee understands that any personal property located on the Premises is at Lessor's sufferance and that Lessee shall bear all risk of loss or damage to the same, as a result or consequence of any cause of whatsoever nature.

13. **Rules and Regulations.** Lessor may, from time to time, promulgate rules and regulations regarding the Building (including the Premises) and the use thereof. Lessor shall notify Lessee, in writing, of any promulgated rules and regulations regarding the Building and the Premises at least forty-eight (48) hours prior to the promulgation of the same. Lessee and Lessee's employees, contractors, subcontractors, agents and invitees shall comply with all such rules and regulations as are so promulgated, provided, however, that no such rule or regulation shall change, waive, excuse or vary any obligation of Lessor under this Lease.

14. **Termination.** Lessor may terminate this Lease for any reason with at least sixty (60) days' prior written notice. Additionally, in the event of any default by Lessee in its performance of the terms of this Lease, Lessor shall provide written notice of the same and, in the event that Lessee does not cure such default within ten (10) days after receiving notice from

Lessor, Lessor may terminate this Lease promptly upon expiration of such 10-day cure period. In the event of any such termination for default by Lessee as outlined in this paragraph, Lessee shall vacate the Premises within forty-five (45) and return the Premises to Lessor in substantially the same condition as existing as of the commencement of the Term, except that the approved improvements made by Lessee as set forth herein shall remain as the property of Lessor.

15. **No Hold Over Tenancy.** Immediately upon the termination or expiration of the Term, peaceable possession of the Premises shall be given to the Lessor and Lessee shall return the Premises to Lessor in the condition as set forth in Paragraph 14 above. In the event of any holdover by Lessee, Rent shall increase to $10,000.00 per month and Lessee shall indemnify, defend and hold Lessor harmless from all claims and damages arising from Lessee's failure to timely vacate the Premises. Any acceptance of Rent by Lessor from Lessee shall not constitute approval of Lessee's continued occupancy of the Premises, and Lessor may pursue all remedies as allowed by law.

16. **No Assignment.** Lessee may not assign this Lease nor sublet the Premises without prior approval of Lessor, which may be withheld in Lessor's sole discretion. Any attempt by Lessee to assign this Lease or to sublet the Premises in violation of this paragraph shall be void and shall also constitute an event of default of this Lease.

17. **No Waiver of Breach.** No act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence, or forgiveness by Lessor as to any default in or failure of performance, either in whole or in part, by Lessee, of any of the covenants, terms and conditions of this Lease, shall be deemed or construed to be a waiver by Lessor of the right at all times thereafter to insist upon the prompt, full and complete performance by Lessee of each and all the covenants, terms and conditions hereof thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Lessee.

18. **Notice.** Whenever notice is required to be given by Lessor under this Lease, it will be deemed sufficient if (i) sent by regular U.S. mail, (ii) sent by FedEx or UPS overnight delivery or (iii) hand-delivered to Lessee, in each case at the address of 1500 Wall Street, Bellevue, NE 68005 addressed to the City Administrator. Notice required to be given by Lessee under this Lease shall be deemed sufficient if (i) sent by regular U.S. mail, (ii) sent by FedEx or UPS overnight delivery or (iii) hand-delivered to Lessor, in each case at the address of 1000 Galvin Road S., Bellevue, Nebraska 68005 addressed to the attention of the Vice President of Administration, and also provide a copy to Koley Jessen P.C., L.L.O., Attention: Thomas F. Ackley, 1125 S. 103rd Street, Suite 800, Omaha, Nebraska 68124.

19. **Marginal Headings.** The marginal headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

20. **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter in connection with this Lease and Lessee's use of the Premises, the

Building, and the property upon which the Building is located, and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both Parties hereto.

21. **Severability.** Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

22. **No Filing.** By entering into this Lease, the Parties each acknowledge and agree that the contents of this Lease shall not be filed of record, but Lessee may advertise the location of the Premises as the new temporary location for the Library during the Term of this Lease.

23. **Choice of Law.** This Lease shall be governed by the laws of the State of Nebraska.

24. **Counterparts.** This Lease may be executed in counterparts, all of which taken together shall be deemed one original, and shall be effective upon execution thereof by Lessor and Lessee, notwithstanding the fact that both of the parties hereto are not signatories to the original or same counterpart. Any signature of Lessor or Lessee which is delivered by facsimile, photocopy or electronic means (scan and email or DocuSign) shall be deemed to be an original signature and shall be effective upon receipt thereof.

[The remainder of this page is left intentionally blank for signatures on the next page]

IN WITNESS WHEREOF, the Parties have duly authorized and executed this Lease Agreement to be effective as of the last day and year written below.

BELLEVUE UNIVERSITY, LESSOR

By: Mary Hawkins
Mary Hawkins, President

Date: 03-09-2021

CITY OF BELLEVUE, LESSEE

Attest: _____
City Clerk

By: _____
Mayor, Rusty Hike

Date: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by Rusty Hike, Mayor of the City of Bellevue, Nebraska, a Nebraska municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this 9th day of March 2021, by Mary Hawkins, President of Lessor.

Christine M. How
Notary Public

State of Nebraska – General Notary
CHRISTINE M. HOW
My Commission Expires
August 25, 2024

EXHIBIT A

IMPROVEMENTS

1. Lessee shall install air ducts as needed (determined by Lessee) to disburse heating and air conditioning throughout the Premises in a manner suitable for (i) Lessee's configuration of bookshelves and other furniture and (ii) the comfort of Lessee's employees, agents, invitees and patrons. Prior to installing any such air ducts or additional duct work, Lessee shall provide drawings to Lessor for review and approval, whereby Lessee acknowledges that any such air ducts, vents or other improvements related to the HVAC in the Building must be constructed in a manner which will benefit Lessor after expiration of the Lease.

2. The Lessee shall be responsible for the costs of installation of all electrical fixtures and lighting as they deem necessary on the Premises to operate the Bellevue Public Library; provided, however, Lessee acknowledges that the electrical fixtures and lighting to be installed by Lessee shall be of a size, style and quality which can be utilized by Lessor after the Term of this Lease expires. After receiving approval from Lessor for the type of electrical fixtures and lighting to be installed, Lessee agrees to pay for all such electrical installations and agrees to abide by all City Codes, permitting, and regulations. The Lessee shall work with Lessor regarding the installation of the quantity, location and type of electrical outlets and fixtures.

3. The Parties agree that Lessee shall be allowed to install a "Drop Box" for library books on the sidewalk or in the parking lot at or near the front of the Building at a mutually agreed upon location. The Parties agree that Lessee shall pay associated costs with the installation of the "Drop Box" and shall make any repairs necessary to return the location back to its pre-leased condition at the expiration of the Term. Lessee shall be solely responsible for any maintenance, repairs or replacement of the Drop Box, as well as any removal of items from the Drop Box.

4. The Parties agree to work together regarding internet access and telephone for the Premises, whereby Lessee acknowledges that it may not utilize Lessor's current internet access or telephone services and Lessee shall install a separate internet access and telephone service for use by its employees and patrons of the Bellevue Public Library, all in Lessee's sole discretion. Prior to installing any fixtures or equipment related to such internet access and telephone services, Lessee shall obtain Lessor's prior written consent for the same and the parties shall work together to ensure the internet access and telephone services do not counteract one another or interfere with the other's services. Lessee shall not enter into any contract for internet or telephone services at the Premises which extends beyond the Term of the Lease.

5. The Parties agree that Lessee shall be allowed to post signage on the front door(s) of the north side of the Building indicating the location and how to access the Bellevue Public

Library during the duration of the Lease, at Lessee's cost. The Parties shall work together in good faith to agree upon location, size and design of the signage.

16h.
3/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY: Phil Davidson				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Agreement between the City of Bellevue and the Bellevue Community Foundation to coordinate, market and operate an annual community festival.

SYNPOSIS/BACKGROUND:

The Bellevue Chamber of Commerce has operated a Riverfest Festival for the citizens of Bellevue to enjoy for many years. The Chamber has informed the City of Bellevue that they do not intend to hold this festival any longer for a variety of reasons. The City of Bellevue and the Bellevue Community Foundation (BCF) realize how important an annual festival is to the community and want to continue this summertime tradition. The BCF agrees to organize and run a summertime festival annually, barring a natural disaster or other pandemic preventing the same. The BCF agrees that it will provide live music and other festival events for the community each year at some point during the summer months. In exchange for services, the City agrees to pay the BCF $50,000.00 under this Agreement annually with both sides having the ability to terminate this agreement with proper notice.

FISCAL IMPACT: $50,000 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:		INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	AGREEMENT BETWEEN THE CITY OF BELLEVUE AND THE BELLEVUE COMMUNITY FOUNDATION				
CONTRACT EFFECTIVE DATE:	03/17/2021	CONTRACT TERM:	10 years	CONTRACT END DATE:	03/17/2031
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	INSURANCE REQUIRED: YES
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	50-Festival	ACCOUNT NUMBER:	6055		

RECOMMENDATION:

Approve Agreement between the City of Bellevue and the Bellevue Community Foundation for the City to provide $50,000 annually to help fund a Community Festival from the Community Betterment Fund.

ATTACHMENTS:

1. Proposed 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

AGREEMENT BETWEEN THE CITY OF BELLEVUE AND THE BELLEVUE COMMUNITY FOUNDATION

This Agreement is between the City of Bellevue (hereinafter "the City") and the Bellevue Community Foundation (hereinafter "Foundation"). Collectively referred to as "the parties".

The parties wish to enter into an agreement wherein the Foundation, will run and put on a Riverfront Community Festival (hereinafter a "Festival"), market the same, provide for entertainment and all other aspects for running Riverfest for the Bellevue community annually.

The parties understand and agree that a Festival is an important community event that is put on each year, barring a natural disaster or other pandemic. The parties desire that said event continue annually.

1. **SERVICES:**

The Foundation agrees to organize and run Riverfest annually, barring a natural disaster or other pandemic preventing the same. The Foundation agrees that it will provide live music and other festival events for the community at Riverfest each year at some point during the summer months. The Foundation agrees that so long as the City provides any compensation (as outline in section 2 below) there will be no required gate entry fee for the community. The goal of the services is to market Riverfest and provide a community event for the Bellevue community.

2. **COMPENSATION:**

In exchange for services, the City agrees to pay the Foundation FIFTY-THOUSAND DOLLARS and 00/100 ($50,000.00) under this Agreement annually. Payment to the Foundation shall be due and owing upon receiving an "Invoice" from the Foundation for said funds and shall be payable to the Foundation within fifteen-days after receipt of the Invoice. The parties reasonably expect said Invoice to be provided to the City between the months of March and April each year. Any additional requests for funding will have to be approved by the Bellevue City Council by separate Agreement.

3. **TERM:**

This Agreement will automatically expire after ten (10) years unless otherwise terminated by either party. Either party may terminate this Agreement with at least 180-days' notice to the other.

4. **GENERAL PROVISIONS:**

The text herein shall constitute the entire agreement between the parties. This agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. This agreement shall become effective commencing upon the date the Agreement is signed and executed by all parties. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

5. APPLICABLE LAW:

This Agreement is made pursuant to and shall be governed, construed, and enforced in all respects and for all purposes in accordance with the laws of the State of Nebraska.

6. MAINTENANCE OF RECORDS:

The Foundation shall retain possession of any and all invoices it receives for services from all vendors or performers for a period of ten (10) years. If requested by the City to review said invoices, the Foundation shall make the invoices available for inspection upon request.

7. NOTICES:

Any and all notices under this Agreement shall be sent to the following:

City Clerk
1500 Wall Street
Bellevue, NE 68005

President
Bellevue Community Foundation
101 W. Mission Ave.
Bellevue, NE 68005

AGREEMENT/ACKNOWLEDGMENT

The parties hereto have caused this Agreement to be executed and do hereby warrant, represent, and agree that their respective signatories appearing below have been and are on the effective date of this Agreement duly authorized to sign, agree to, and bind the parties to the same.

CITY OF BELLEVUE:

_____ _____
Mayor, Rusty Hike Date

ATTEST:

_____
City Clerk

BELLEVUE COMMUNITY FOUNDATION:

_____ _____
Phil Davidson - President Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
3/16/2021

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY: Doug Clark, Public Works Director	Jim Shada, Deputy Director of Parks and Recreation
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☑	OTHER ☐

SUBJECT:

Memorandum of Understanding with Trails Have Our Respect (THOR)

SYNOPSIS/BACKGROUND:

Trails Have Our Respect ("THOR") is a Non-Profit Organization of the State of Nebraska. THOR desires to provide volunteer assistance to the Parks Department for maintenance of trails within Jewell Park and Swanson Park which are owned by the City and operated through its Parks and Recreation Department. This Memorandum of Understanding between the City of Bellevue and THOR will establish a mutually beneficial relationship along with enhancing citizen enjoyment of Jewell Park and Swanson Park.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: Trails Have Our Respect INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Memorandum of Understanding with Trails Have Our Respect

CONTRACT EFFECTIVE DATE: 03/16/2021 CONTRACT TERM: CONTRACT END DATE: 02/28/2022

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Memorandum of Understanding between the City of Bellevue and Trails Have Our Respect.

ATTACHMENTS:

1. Memorandum of Understanding
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Brad Robbin

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

MEMORANDUM OF UNDERSTANDING

Trails Have Our Respect

&

City of Bellevue, Nebraska

This Memorandum of Understanding (MOU) is entered into between the City of Bellevue, Nebraska, a municipal corporation of the State of Nebraska, (hereinafter "City"), and Trails Have Our Respect a Non-Profit Organization of the State of Nebraska (hereinafter "THOR") for the purposes of establishing a mutually beneficial relationship and to protect the citizens of Bellevue who enjoy Jewell Park and Swanson Park in, Bellevue, Sarpy County, Nebraska.

1. Agreement Term - This MOU shall commence on the date of execution and terminate on February 28, 2022 provided, that this MOU may be extended thereafter for (3) year periods upon the mutual written agreement of the parties, unless either party notifies the other of its decision to terminate the MOU. Such notification shall be furnished to the other party in writing at least 30 days before the MOU is terminated. Either party may terminate this MOU for any reason by providing 30 days written of termination.

2. Property Control - Jewell Park and Swanson Park are owned by the City and operated through its Parks & Recreations Department, hereinafter referred to as Parks. All rules and regulations governing park property shall remain in full force and effect. Jewell Park is an important green space that was dedicated to the citizens of Bellevue by the Jewell family, and is habitat to many woodland species.

3. Trail Availability - Unless otherwise provided and posted, all Park trails shall be closed to the public from 10:00 p.m. to 6:00 a.m. daily. Pedestrians will have trail privileges with the exception of special events (sponsored by THOR or other organizations) approved in advance by Parks and posted in advance by Parks and THOR.

4. Fees - No fee shall be established or collected for the public use of the Jewell Park or Swanson Park trails.

5. Trail Maintenance - THOR will provide volunteer assistance to Parks for maintenance of the trails. New trail work will be approved by Parks in coordination with the city engineer and other departments as needed. Any expenses incurred that relate to volunteer activities shall be covered solely by THOR. Areas that have been excessively eroded and require revegetation shall be seeded grass with seed and tree mixture approved by Parks.

6. Non-Funding Obligation - This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds or transfer of anything of value, between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements, such as work plans or statements of work, which shall be made in writing between the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.

7. Reports - Prior to February 28th of each year, a report of the prior year's activities concerning the Park trails shall be submitted to the Deputy Director of Parks and Recreation. The City will ensure that all public and social media references (e.g., Google Maps) to this Park note that it is City owned, mixed use recreational area.

8. Insurance and Indemnification - Prior to participating in THOR activities associated with maintenance of the trail, each trail worker must have signed an accident waiver and release from liability agreement that indemnifies and holds harmless the City and THOR. THOR and the City shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party within 30 days of notice of such claim. THOR shall procure and maintain in effect during the term of this MOU, with companies licensed to do business in the State of Nebraska, personal and public liability insurance with minimum policy limits of $1,000,000 per occurrence, $2,000,000 aggregate for bodily injury and property damage. Said policy shall expressly include the City as an additional insured. A certified copy of the policy or certificate shall be delivered to the City Clerk.

9. Notice – Notice shall be provided to each of the following individuals:

City of Bellevue – Parks & Recreation
Attn: Jim Shada, Deputy Director
1200 Lord Boulevard
Bellevue, Nebraska 68005
Jim.shada@bellevue.net

Trails Have Our Respect (THOR)
Attn: Mr. Chris Spargen, President
Address: 12725 Ponca Rd.
Omaha, Nebraska 68112
Email: president@trailshaveourrespect.org

Trail Leaders:

Swanson Park

Angela Grace – mountainbikeangela@gmail.com

Joseph Collins – jmcollins856@gmail.com

Jewell Park

Stephen Jarrett – stephenjarrett2@gmail.com

10. Authorized Representative - This Memorandum of Understanding between Trails Have Our Respect and the City of Bellevue, Nebraska is hereby made and entered into on this 16th day of March, 2021.

DATED this _____ day of _____, 2021.

CITY OF BELLEVUE, a municipal corporation:

_____ _____
Mayor, Rusty Hike Date

_____ _____
Jim Shada, Deputy Director Date

THOR:

_____ _____
Chris Spargen, THOR President Date

16j.
03/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY:	Doug Clark, Public Works Director			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Construction Engineering Services - 2021 Overlay Projects

SYNOPSIS/BACKGROUND:

Alfred Benesch & Company will provide construction engineering services for the City of Bellevue's 2021 Overlay Projects.

FISCAL IMPACT: $47,956.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Alfred Benesch & Company	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Construction Engineering Services - Project				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	2021 Overlay Projects				
START DATE:		END DATE:		PAYMENT DATE:		INSURANCE REQUIRED:	YES
CIP PROJECT NAME:	2021 Overlay Projects	CIP PROJECT NUMBER:	ST 21(3)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	CIPST21(3)	ACCOUNT NUMBER:	7010		

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch & Company in the amount of $47,956.00 for Construction Engineering Services for the City of Bellevue's 2021 Overlay Projects.

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

Alfred Benesch & Company
14748 W. Center Road, Suite 200
Omaha, NE 68144-2029
www.benesch.com
P 402-333-5792
F 402-333-2248

March 11, 2021

Mr. Dean Dunn, PE
Manager of Engineer Services
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: BPW-210103 2021 Overlay Projects On-call Professional Services

Dear Mr. Dunn:

Alfred Benesch & Co. appreciates the opportunity to propose to provide on-call professional services to assist the City with your upcoming 2021 Overlay Projects. We have several decades of providing similar services to local agencies in Eastern Nebraska including several in the metro area. We propose to provide assistant project management, contractor quality control testing coordination, quality assurance materials testing services, and assist with construction observation as requested by the City. We have several experienced and certified personnel on staff with all the qualifications needed to support the City in any facet of the project. Since 2007, construction season, Benesch's Omaha office has provided similar services on more projects than any other consultant in the metro area and received high performance ratings from our clients.

Our project team will be led by Brandon Schmit, PE with senior oversight by Jeff Sockel, PE. Brandon has 5 years of experience in asphalt project management, inspection, and testing. Supporting Brandon will be our staff of 14 certified asphalt and concrete inspectors and/or testing technicians based out of our NDOT certified testing facility in Omaha.

We propose to provide the following services:

- Provide 1 construction observer to monitoring concrete, milling, and paving operations during the allotted project duration when requested by the City (assume 363 hours),
- Coordinate and review testing activities provided by contractor personnel to comply with contract requirements (assume 4 hours),
- Perform quality assurance testing on asphalt paving operations and concrete construction (assume 2 sets of asphalt and 10 sets of concrete tests), and
- Assist the City with project administration duties as needed (assume 45 hours).

All services provided will be determined and performed solely at the discretion and direction of the City.

Based on the as-bid project size, contract specified construction days, and anticipated services from previous discussions with City staff, we estimate 46 days of construction work requiring up to 412 hours to perform the hourly services anticipated. We propose to provide these services for a Not-to-Exceed fee of $47,956.00. Our services will be performed using our established construction services fee schedule that provides for hourly rates for such services and unit rates for construction materials testing. We will monitor requested services relative to the estimated fee limits and notify the City in advance of any requests that may result in exceeding the fee limit identified herein.

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The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If this proposal is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,

Jeffery A Sockel

Jeffery A. Sockel, PE
Senior Vice President/Omaha Division Manager

Accepted:

_____ _____
Date

_____ _____
Name Title

16k.
03/16/2021

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/16/2021	SUBMITTED BY: Doug Clark, Public Works Director				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Construction Engineering Services - 2021 Concrete Projects

SYNOPSIS/BACKGROUND:

Alfred Benesch & Company will provide construction engineering services for the City of Bellevue's 2021 Concrete Projects.

FISCAL IMPACT: $77,952.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Alfred Benesch & Company	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Construction Engineering Services - Project				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	2021 Concrete Projects				
START DATE:		END DATE:		PAYMENT DATE:		INSURANCE REQUIRED:	YES
CIP PROJECT NAME:	2021 Concrete Projects	CIP PROJECT NUMBER:	ST 21(2)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	CIPST21(2)	ACCOUNT NUMBER:	7010		

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch & Company in the amount of $77,952.00 for Construction Engineering Services for the City of Bellevue's 2021 Concrete Projects.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Brett Roben

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

benesch

Alfred Benesch & Company
14748 W. Center Road, Suite 200
Omaha, NE 68144-2029
www.benesch.com
P 402-333-5792
F 402-333-2248

March 11, 2021

Mr. Dean Dunn, PE
Manager of Engineer Services
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: BPW-210102 2021 Concrete Projects On-call Professional Services

Dear Mr. Dunn:

Alfred Benesch & Co. appreciates the opportunity to propose to provide on-call professional services to assist the City with your upcoming 2021 Concrete Projects. We have several decades of providing similar services to local agencies in Eastern Nebraska including several in the metro area. We propose to provide assistant project management, contractor quality control testing coordination, quality assurance materials testing services, and assist with construction observation as requested by the City. We have several experienced and certified personnel on staff with all the qualifications needed to support the City in any facet of the project. Since the 2010 construction season, Benesch's Omaha office has provided similar services on multiple projects in the metro area and received high performance ratings from our clients.

Our project team will be led by Brandon Schmit, PE with senior oversight by Jeff Sockel, PE. Brandon has 5 years of experience in concrete construction inspection and testing. Supporting Brandon will be our staff of 14 certified concrete inspectors and/or testing technicians based out of our NDOT certified testing facility in Omaha.

We propose to provide the following services:

- Provide 1 construction observer to monitoring concrete operations during the allotted project duration when requested by the City (assume 566 hours),
- Coordinate and review testing activities provided by contractor personnel to comply with contract requirements (assume 7 hours),
- Perform quality assurance testing on asphalt paving operations and concrete construction (assume 30 sets of concrete tests), and
- Assist the City with project administration duties as needed (assume 72 hours).

All services provided will be determined and performed solely at the discretion and direction of the City.

Based on the as-bid project size, contract specified construction days, and anticipated services from previous discussions with City staff, we estimate 90 days of construction work requiring up to 645 hours to perform the hourly services anticipated. We propose to provide these services for a Not-to-Exceed fee of $77,952.00. Our services will be performed using our established construction services fee schedule that provides for hourly rates for such services and unit rates for construction materials testing. We will monitor requested services relative to the estimated fee limits and notify the City in advance of any requests that may result in exceeding the fee limit identified herein.

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If this proposal is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Accepted:

Sincerely,

Jeffery A. Sockel, PE
Senior Vice President/Omaha Division Manager

_____ _____
Date

_____ _____
Name Title