

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

Tuesday, March 2, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. Pursuant to the Governor's Executive Order 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 Relation Department by March 1, 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 1, 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. (*) Approval of February 16, 2021 City Council Minutes.

2. +++ (*) Acknowledge receipt of the 2020 Tree Board Report.

6. (*) APPROVAL OF CLAIMS.

7. SPECIAL PRESENTATIONS: NONE

8. ORGANIZATIONAL MATTERS:

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

9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED

10. LIQUOR LICENSES:

a. Recommend to approve 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. (City Clerk)

11. ORDINANCES FOR ADOPTION (3rd reading): NONE

12. ORDINANCES FOR PUBLIC HEARING (2nd 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. **(No action taken at this meeting)**

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

meeting)

b. 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)

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

a. 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 R. Schorer LLC. Location: 10th Street and Alberta Avenue. (Planning Manager) **(Staff requests to suspend the rules and waive the three readings, hold a public hearing at tonight's meeting and to vote following the public hearing)**

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

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

15. RESOLUTIONS:

a. 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)

16. CURRENT BUSINESS:

a. 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)

b. 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)

c. 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)

d. 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)

e. 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)

f. 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)

g. 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)

h. 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)

i. 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)

j. 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)


k. 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)

l. 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)

m. 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)

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

o. +++ 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)

p. +++  Approve Trapping Permit Application requesting a Trapping Permit. (City Clerk)

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 - February report is attached).**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

5b1.
03/02/2021

Bellevue City Council Meeting, February 16, 2021, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 16th day of February 2021, at 6:06 p.m., after a short delay due to technical issues.

Pursuant to the Governor's Executive Order 20-36 and 21-02, on Tuesday, February 16, 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 February 15, 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 Cook, seconded by Welch, 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

Motion was made by Cook, seconded by Welch, to approve the consent agenda, consisting of the following items: Acknowledge receipt of January 28, 2021 Planning Commission Minutes; Acknowledge receipt of January 21, 2021 Tree Board Minutes; Approval of February 2, 2021 City Council Minutes; Approval of Claims; and Recommendation to appoint Rosemary White and reappoint Dan Bankey to the CDBG Committee.

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: None

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES: None

ORDINANCES FOR ADOPTION (Third Reading):

Ordinance No. 4024: Request to rezone Lots 1 through 263, and Outlots A through D, Alta Collina, being a platting of the South ½ of the Northeast ¼ of Section 7, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RS-72 and RD-60 for the purpose of single-family residential development. Applicant: Orchard Valley Inc. Location: S 48th Street south of Capehart Road. (Planning Manager)

Ordinance No. 4024: 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 South of 48th Street and Capehart Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the third and final time.

Motion was made by Welch, seconded by Stinson, to approve Ordinance No. 4024. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, February 16, 2021, Page 2

Request to preliminary plat Lots 1 through 263, and Outlots A through D, Alta Collina.

Motion was made by Cook, seconded by Welch, to approve preliminary plat Lots 1 through 263, and Outlots A through D, Alta Collina. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Ordinance No. 4023: Request to rezone Lot 2, Bellevue Business Park Replat VI, from AG to FX for the purpose of flex development. Applicant: Dennis Schworer, LLC. General location: 10th Street and Alberta Avenue. (Planning Manager)

Ordinance No. 4023: 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 10th Street and Alberta Avenue, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the third and final time.

Motion was made by Cook, seconded by Stinson, to approve Ordinance No. 4023. Roll call vote on motion to approve as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING (Second Reading): NONE

ORDINANCES FOR INTRODUCTION: (First 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)

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 was read by title only for the first time and scheduled for a public hearing at the Council meeting on March 2nd.

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)

Ordinance No. 4027: An Ordinance to amend Section 5.28, Ordinance No. 3619, Bellevue Zoning Ordinance, 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 only for the first time and scheduled for a public hearing at the Council meeting on March 2nd.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

Resolution No. 2021-05: Approve and authorize Mayor to sign the resolution and the Preliminary Engineering Services Agreement - BK2102 with Olsson for the 36th Street, N-370 - Sheridan Project (MAPA-5061(5), Control No. 22276, in an amount not to exceed \$11,700.00. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve and authorize Mayor to sign the resolution and the Preliminary Engineering Services Agreement - BK2102 with Olsson for the 36th Street, N-370 - Sheridan Project (MAPA-5061(5), Control No. 22276, in an amount not to exceed \$11,700.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Amendment extending the 2019 CDBG Subrecipient Agreement with the Bellevue Junior Sports Association for the Participation Assistance Program, in an amount not to exceed \$2,570.00. (CDBG/Finance Department)

Motion was made by Welch, seconded by Stinson, to Approve and authorize the Mayor to sign the Amendment extending the 2019 CDBG Subrecipient Agreement with the Bellevue Junior Sports Association for the Participation Assistance Program, in an amount not to exceed \$2,570.00. 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 extending the 2019 CDBG Subrecipient Agreement with the Housing Foundation for Sarpy County for the Capacity Building project, in an amount not to exceed \$10,000.00. (CDBG/Finance Department)

MINUTE RECORD

Bellevue City Council Meeting, February 16, 2021, Page 3

Motion was made by Cook, seconded by Stinson to approve and authorize the Mayor to sign Amendment extending the 2019 CDBG Subrecipient Agreement with the Housing Foundation for Sarpy County for the Capacity Building project, in an amount not to exceed \$10,000.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Recommendation to approve payment to Racom to finish the Station Alerting Project, in an amount not to exceed \$36,328.65 (2021 Service Agreement - \$14,177.17; Final payment for (4) Stations and Primary - \$17,392.15; Brackets and install at District 3 to move screens; and \$3825.00 - Added Hardware to separate calls in sleeping quarters). (Fire Chief)

Motion was made by Welch, seconded by Burns, to approve payment to Racom to finish the Station Alerting Project, in an amount not to exceed \$36,328.65 (2021 Service Agreement - \$14,177.17; Final payment for (4) Stations and Primary - \$17,392.15; Brackets and install at District 3 to move screens; and \$3825.00 - Added Hardware to separate calls in sleeping quarters. 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 agreement with RJN Group, Inc. for the Whitted Creek Sanitary Basin Modeling Project, in an amount not to exceed \$34,750.00. (Public Works Director)

Motion was made by Stinson, seconded by Welch, to approve and authorize the Mayor to sign the agreement with RJN Group, Inc. for the Whitted Creek Sanitary Basin Modeling Project, in an amount not to exceed \$34,750.00. 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 the renewal of the Service Agreement with Stryker - ProCare Services for the LifePak AEDs, in an amount not to exceed \$5,940.00. (Police Chief)

Motion was made by Welch, seconded by Stinson, to approve and authorize the Mayor to sign the renewal of the Service Agreement with Stryker - ProCare Services for the LifePak AEDs, in an amount not to exceed \$5,940.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Recommendation to approve and authorize Mayor to sign the Phone System Replacement Proposal, with CoreTech, in an amount not to exceed \$166,949.00 and to approve and authorize Mayor to sign Master Services Agreement. (Fire Chief)

Motion was made by Welch, seconded by McCaw, to approve and authorize Mayor to sign the Phone System Replacement Proposal, with CoreTech, in an amount not to exceed \$166,949.00 and to approve and authorize Mayor to sign Master Services Agreement. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Recommendation to approve and authorize Mayor to sign Retail Service Agreement with AVI Systems, Inc., in an amount not to exceed \$54,876.98. (Community Relations Director)

Motion was made by Cook, seconded by McCaw, to approve and authorize Mayor to sign Retail Service Agreement with AVI Systems, Inc., in an amount not to exceed \$54,876.98. 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 Third Amendment to Lease Agreement with BAE Systems Information and Electronic Systems Integration Inc. for a three-year term, beginning 03/01/2021 - 02/28/2024, in the following amounts: Year 1 - \$273,912.50; Year 2 - \$273,912.50; and Year 3 - \$280,705.53. (Legal/Administration)

Motion was made by Welch, seconded by Stinson, to approve and authorize the Mayor to sign the Third Amendment to Lease Agreement with BAE Systems Information and Electronic Systems Integration Inc. for a three-year term, beginning 03/01/2021 - 02/28/2024, in the following amounts: Year 1 - \$273,912.50; Year 2 - \$273,912.50; and Year 3 - \$280,705.53. 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 Agreement with Nebraska Defense Research Corporation (NDRC) to contribute funds for a project that will provide jobs and other economic development to the City, in an amount not to exceed \$250,000.00. (Community Development Director/City Administrator)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the Agreement with Nebraska Defense Research Corporation (NDRC) to contribute funds for a project that will provide jobs and other economic development to the City, in an amount not to exceed \$250,000.00. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, February 16, 2021, Page 4

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 will be attached to March 2nd Council packet**)

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 6:31 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, 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 February 16, 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.

Susan Kluthe, City Clerk



City of Bellevue, Nebraska 2020 Tree Board Report

Tree Board Contributions

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

- Celebrated Arbor Day at Gilder Park on September 22 with Mayor's Proclamation and 15 trees. Trees provided with a grant of \$1875
- Re-certified by the Arbor Day Foundation as a Tree City, USA for 10th year, also earning the Growth Award, Bellevue was 1 of only 6 cities in Nebraska that received the award
- Retained certification as a Community Arboretum by Nebraska Statewide Arboretum (NSA) of the Nebraska Forest Service, NFS, for 10th year
- Responded to Council, Administration, and citizen requests for tree inspections and advised them
- Conducted Bellevue's Emerald Ash Borer Response Plan (EAB Plan)
- Advised on yearly tree inventory report to Parks Dept. those trees that need to be removed or work needed on trees. 5 ash trees were removed at Washington Park; no EAB identified yet
- EAB plan status: 171 original ash trees, plus 17 added in 2019 annexation, is 188, minus 53 removed to date, by Parks staff, leaving 135 city ash trees to monitor
- Collaborated with UNL County Extension Office certified arborists, alerting citizens to Emerald Ash Borer (EAB) updates and misinformation
- Coordinated action with the Council to approve Bellevue City Tree Plan
- Volunteers tended the Veterans' Home Rain Garden with weeding, pruning, care
- Continued hazardous tree response in conjunction with Parks' staff
- Inventory assessment of trees is an on-going process. This year the number of total trees on city property is 2869 trees with 32 trees planted in 4 parks and adding 290 trees from the annexed Blackhawk area.
- Trees from Oakhurst, Fox Ridge, Blackhawk parks have been GPS
- Updated the city tree inventory and provided copies to Jim Shada, Park Superintendent

- Conducted 10 Tree Board planning meetings with minutes recorded
- Inspected and summarized dying and dangerous trees for Code Enforce.
- Participated in tree workshops, conferences and continuing education about trees
- Tree Board certified arborists conducted tree inspections for city staff
- Tree Board volunteers pruned 100 public trees
- Collaborating with Fontenelle Forest, Game & Parks and Nebraska Forest Service staff, on area-wide oak forest revitalization, including Jewell Park
- Consulted on removal of 2 large, diseased, cemetery oak and other city trees
- Continued to monitor and assess diseased oak trees in Cemetery
- Partnered with library staff, supporting their efforts with books and children's programs, plus, maintained their butterfly gardens
- Maintained membership in the Alliance for Community Trees (ACTrees) and participated in their webinars about tree care
- Mulch donated by TB member; Craig Kimball Tree Service--valued \$3,000
- Removed 1,000 invasive Ailanthus from Jewell Park, 3,000 total removed with another Green Bellevue grant of \$300 & TB member volunteer time
- Assessing invasive honeysuckle in Jewell Park and area
- Continued leading the efforts to restore Jewell Park with neighbors and staff, including support of the new Parks Board
- Encouraged Bellevue University to become a Tree Campus, USA
- Started restoration on the rain garden at 36th St trailhead.
- Remained available to the Mayor and Council for projects and recommendations
- Continue to label new trees by use of \$1000 grant from Green Bellevue.
- Dangerous trees were removed from Daniels Trail
- 1,114 total trees planted on city property by volunteers and grants in 11 years
- Information on tree care and trees has been put on Bellevue 411 and BTV
- Tree Board Goals and Objectives, Roles of President, Vice President and Secretary have been written, submitted and approved by the City Council
- President, Vice President and Secretary have been elected
- Developing Logo and Letterhead for the Tree Board
- Keeping Park Board informed of what the Tree Board is doing
- Obtained grant from Nebraska Statewide Arboretum to plant a pollinator bed at Sarpy County Museum which included trees and shrubs.

Continued next page

A total of 523 hours of service performed @ \$25	\$ 13,200
A total of 1215 miles driven by volunteers @\$0.58	\$ 722
Total grant funds received and spent	\$ 2,847
Total financial contributions	\$ 0
Total 2020 financial contribution to Bellevue	\$ 16,769
Total of previous 10 years' contributions	\$392,568
Cumulative 11-year financial contribution to Bellevue	\$409,337

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

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

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

Holly Hofreiter, Certified NE Master Naturalist, Biologist

Craig Kimball, Certified Arborist, owner, Kimball Tree Service

Joanne Langabee, Certified Master Naturalist

Tom Mruz, Gardener, Tree Planter

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

Don Preister, Bellevue City Council

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

Supported by:

Jim Shada, Mark Blackburn, City of Bellevue Parks Department

Graham Herbst, NE Forest Service Arborist/Educator

plus, other professional tree, nursery and landscape people

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

MINUTE RECORD

*6.
03/02/2021

CLAIMS FOR MARCH 2, 2021

PAGE 1

MAYOR

NEBRASKA DIPLOMATS	2021 NEB DIPLOMATS MEMBERSHIP-MAYOR	450.00
		<u>\$ 450.00</u>

CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	135.15
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	4,641.90
MONTE EVANS	PROFESSIONAL PICTURES-RYBAR, RISTOW	199.90
NEBRASKA DIPLOMATS	NEB DIPLOMATS MEMBERSHIP-ADMIN	900.00
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	90.72
		<u>\$ 5,967.67</u>

CITY COUNCIL

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	814.39
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	111.28
		<u>\$ 925.67</u>

LEGAL

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	1,181.32
KAYLA KENDALL	SUBPEONA FEE	22.23
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	30.24
SARA HALMES	SUBPEONA FEE	22.22
SARPY COUNTY COURT	LEGAL FEE 1457, 1791, 2394	51.00
		<u>\$ 1,307.01</u>

CABLE ADVISORY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	114.88
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	3,857.20
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	60.48
		<u>\$ 4,032.56</u>

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	101.35
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	2,362.64
GRETNA GUIDE & NEWS	LEGAL AD	222.70
PETTY CASH - FINANCE	TITLE REISSUE-KLUTHE	14.00
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	60.48
		<u>\$ 2,761.17</u>

FINANCE/RISK MANAGEMENT

ACCUPRINT LASER SERVICES	REPAIR HP LJ4350	109.95
BELLEVUE OPTICAL	SAFETY GLASSES-ZYMOLA	62.00
BELLEVUE PRINTING COMPANY	WINDOW ENVELOPES	195.30
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	175.70
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	8.79
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	5,973.19
HANEY SHOE STORE	EXCHANGED BOOTS DIFF- LAMPMAN	17.00
QUADIENT FINANCE USA, INC	POSTAGE REFILL	1,000.00
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	211.68
		<u>\$ 7,753.61</u>

LIBRARY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021-12-30-2021-01-29	582.24
CENGAGE LEARNING, INC	BOOKS	438.24

MINUTE RECORD

CLAIMS FOR MARCH 2, 2021

PAGE 2

LIBRARY (cont'd)

CENTER POINT LARGE PRINT	BOOKS	85.08
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	7,623.75
INDOFF	OFFICE SUPPLIES	151.73
INGRAM LIBRARY SERVICES	BOOKS	2,504.60
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/1/7-2021/2/5	103.39
QUADIENT, INC	POSTAGE METER RENTAL 2021/03/08-2021/06/07	176.46
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	241.92
RUFF WATERS	AQUARIUM MAINTENANCE	94.94
		<hr/>
		\$ 12,002.35

ADMINISTRATIVE SERVICES

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	148.67
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	12,825.28
IDEAL PURE WATER COMPANY	BOTTLED WATER	63.75
ONE SOURCE	BACKGROUND CHECK	35.00
PAYCHEX of NEW YORK, LLC	PAYROLLTIME AND LABOR-JAN 2021	99.00
PETTY CASH - FINANCE	REIMB POSTAGE, CIVIL SVC COMMISSION-DECKER	73.81
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	272.16
		<hr/>
		\$ 13,517.67

CODE ENFORCEMENT

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	86.46
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	9,071.05
PAPILLION SANITATION	CODE DUMPSTER 2021-01-07	353.26
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	151.20
		<hr/>
		\$ 9,661.97

PUBLIC WORKS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	145.92
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	6,446.32
INDOFF	CREDIT-OFFICE SUPPLIES	(7.18)
MIDLANDS PRINTING	NAME TAGS-DOUG CLARK	38.00
NEBRASKA IOWA SUPPLY CO	FUEL FOR CITY TANKS	9,251.88
PETTY CASH - FINANCE	REIMB DONUTS FOR EMP MEET-CLARK	62.33
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	120.96
		<hr/>
		\$ 16,058.23

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOM-SWANSON	166.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	32.16
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	8,089.18
J & J SMALL ENGINE SERVICE	EXMARK LAZER MOWER	6,899.00
JOHN DEERE & COMPANY	HD ROTARY BROOM	4,034.80
MENARDS	SCRAPER BRUSH	15.96
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/1/4-2021/2/4	62.01
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	332.64
TRAVELERS	LIABILITY CLAIM FPA0754	4,602.00
TRISTAR RISK ENTERPRISE MGT, INC	WORK COMP FUNDING OCT 2020 CLM159216	4,400.00
TRISTAR RISK MANAGEMENT	CLAIM FEE - REOPEN	758.00
TY'S OUTDOOR POWER & SERVICE	LEFT REAR WINDOW, SEAL	274.95
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	14.42
		<hr/>
		\$ 29,681.12

RECREATION

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	20.56
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	2,109.96
MIDWEST IMPRESSIONS	SWEATSHIRTS	917.50
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	60.48
		<hr/>
		\$ 3,108.50

MINUTE RECORD

CLAIMS FOR MARCH 2, 2021

PAGE 3

BUILDING MAINTENANCE

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	2,384.29
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	8,258.48
FILTER SHOP	FILTERS	298.93
HOSE & HANDLING, INC	FEMALE BRASS COUPLER	28.74
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	101.40
MENARDS	DRYWALL SUPPLIES, BATTERIES, CLEANING SUPPLIES, LUMBER, HEATER, CHIME	165.84
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/01/07-2021/02/05	366.82
OMAHA DOOR & WINDOW COMPANY	REPAIR DOOR, ROLLER OUT OF RACK, NEW DOOR FOR HR OFFICE	2,529.72
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	211.68
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	300.00
ROTO-ROOTER SERVICES CO	CLEAR DRAIN PIPE	613.80
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	462.12
VOSS LIGHTING	JANITORIAL SUPPLIES	129.84
WESTLAKE ACE HARDWARE	FILL MILL, WASHERS, NUTS, LIGHTERS, TOOLS, PLUNGER	105.99
		<hr/>
		\$ 15,957.65

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2021/12/30-2021/01/29	32.16
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	1,506.62
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	60.48
		<hr/>
		\$ 1,599.26

STREETS

ALFRED BENESCH & COMPANY	PROFESSIONAL SVC-CAPEHART RD TO FEB 2021	4,146.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	1,714.96
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	39,206.79
FELSBURG HOLT & ULLEVIG, INC	PROF SERVICES-CORNHUSKER PRELIM DESIGN-JAN 2021	7,138.90
MENARDS	HITCH PIN CLIPS	6.28
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/1/6-2021/2/3	426.31
MID-AMERICAN SIGNAL	SMARTSENSOR RADAR, CABLE SPOOL	22,293.00
NEWMAN SIGNS	PARKING SIGNS	2,923.92
READY MIXED CONCRETE COMPANY	CONCRETE	1,347.08
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	907.20
TRAVELERS	LIABILITY CLAIMS FMW2110	5,055.84
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<hr/>
		\$ 85,179.70

FLEET MAINTENANCE

911 CUSTOM, LLC	GUNRACK, SURFACE MOUNT	758.78
A&L HYDRAULICS, INC	HYD SNOW PLOW CYLINDER	512.34
AIR CLEANING TECHNOLOGIES, INC	DISCONNECT HANDLE, HOSE CLAMPS	1,086.85
ALLIED OIL & TIRE COMPANY	BULK OIL, ANTIFREEZE	2,747.63
AUTO VALUE PARTS - SOUTH OMAHA	SNOW PLOW HYD OIL, SEALS	97.82
AUTOMOTIVE WAREHOUSE DIST, INC	SILICONE SEALANT, FUSES, FITTINGS, BRAKE PARTS, SEALED BEAM, COUPLINGS, BRUSH	1,690.63
BAUER BUILT	NEW TIRES	2,142.52
BAUM HYDRAULICS CORP	PARTS	127.36

MINUTE RECORD

CLAIMS FOR MARCH 2, 2021

PAGE 4

FLEET MAINTENANCE (cont'd)

BAXTER CHRYSLER DODGE JEEP	HEATER HOSE, REAR GLASS, PARTS	750.52
BAXTER FORD	PARTS, HINGES, FILTERS, BRACKET, HOUSING, SIDEBOARD STEP	746.92
BAXTER FORD OF PAPHILLION	FILTER	22.46
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	1,177.26
BOBCAT OF OMAHA	HINGE, WIPER, SEALS, DOOR GLASS, LATCH	795.96
CERTIFIED TRANSMISSION	REMANUFACTURED TRANSMISSION	2,625.00
CORNHUSKER INTERNATIONAL TRUCKS	ABSORBER, BRACKET, HOSES, DRUM, CLAMPS, GASKETS	1,081.39
DULTMEIER SALES LLC	PARTS	56.75
EDS WIRE ROPE & RIGGING	CHAIN, CABLE, HARDWARE	363.30
EDWARDS CHEVROLET-CADILLAC	KEYS	217.57
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	19,510.81
FACTORY MOTOR PARTS CO	THERMOSTAT, FUEL PUMP, FILTERS, WINTER BLADES	631.12
FARM PLAN	BOLTS, WASHERS, KEY, BUSHINGS, BRUSHES, TIRES, WHEELS, BROOM BRISTLES, SHAFT	5,112.34
FLEET PRIDE	RUBBER HOOD CATCH, BRACKET	16.89
FORCE AMERICA, INC	GRANULAR FEEDBACK KIT, TEMP SENSOR, POLY LIDS	1,334.25
GALVIN GLASS	GLASS REPAIR	345.70
GRAINGER	COATED GLOVES	24.54
HENDERSON PRODUCTS, INC	SPRING, PINS, LATCH, CUTTING EDGES, BOLTS, PIN EXTENSION	2,739.33
IDEAL PURE WATER COMPANY	BOTTLED WATER	31.20
INDOFF	CHAIR MATS	86.99
INTERSTATE BATTERIES	BATTERIES	868.24
JASPER WELLER, LLC	FRONT & REAR DIFFERENTIALS	3,894.94
JIM HAWK TRUCK TRAILERS	PARTS, BACKUP LIGHTS	646.90
KRIHA FLUID POWER CO	FITTINGS, HOSE ASSY, COUPLERS, ORB REDUCER, NIPPLES, ELBOWS	1,745.94
LIBRA SAFETY PRODUCTS	EYE WIPES	57.75
MACQUEEN EQUIPMENT, LLC	PANEL, SWITCHES	877.77
MATHESON TRI-GAS INC	WELDING SUPPLIES	551.20
MENARDS	GLUE, HOOKS, BIT HOLDER, RATCHET, PIPE, GLASSES	146.72
MEYER LABORATORY INC	HAND SOAP	88.00
MICHAEL TODD & COMPANY	CUTTING EDGES FOR PLOWS, CARBIDE SNOW BLADES	2,371.92
NAPA AUTO PARTS	Z-CHAIN CABLES, FILTERS, GLOVES, TERMINALS, WHEEL STUDS, GASKETS, TIE ROD ENDS	2,877.64
NEBRASKA IOWA INDUSTRIAL FASTENERS	LOCK NUTS, HEX NUTS, FENDER WASHERS, LYNCH PINS, BOLTS	1,042.13
NMC EXCHANGE LLC	BEARINGS, PINS, FILTERS, BEARINGS, AXLES, BOLTS	3,845.50
NUTS & BOLTS	BOLTS, LOCK NUTS	464.39
O'REILLY AUTOMOTIVE PARTS	BATTERIES, WHEEL STUDS, WINTER BLADES	272.51
OMAHA SLINGS	COUPLING LINKS	310.59
P&M HARDWARE	STARTER	150.91
POWERPLAN	SEAL KIT, WIPER BLADE, O-RINGS, FITTINGS	109.85
READING TRUCK EQUIPMENT	PINS AND LINKS, LOWER HINGES	297.36
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	453.60
TOOL SHED	KEYLESS CHUCK FOR DRILL	36.72
TOYNE, INC	HANDWHEEL ASSY, CONNECTOR, GASKET EXHAUST	443.54
TRISTAR RISK ENTERPRISE MGT, INC	WORK COMP FUNDING OCT 2020 CLM159216	8,241.11
TRUCK CENTER COMPANIES	BRAKE CALIPERS, NUTS, BRAKE REPAIR	2,167.42
TY'S OUTDOOR POWER & SERVICE	LATCH KIT, COUPLERS, CUTTING EDGES, SPRINGS	1,416.04
UNITED AUTO RECYCLERS	WHEELS	85.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	79.40
WESTLAKE ACE HARDWARE	BULK FASTENERS	3.12

\$ 80,380.44

MINUTE RECORD

CLAIMS FOR MARCH 2, 2021

PAGE 5

SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEES-NOV 2020	301,587.89
PAPILLION SANITATION	GLASS RECYCLING-JAN 2021	173.81
		<u>\$ 301,761.70</u>

PLANNING

AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES 2021/04/01-2022/03/31 CURRY	119.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	131.33
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	4,286.59
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	90.72
		<u>\$ 4,627.64</u>

PERMIST & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	175.11
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	11,187.04
J P COOKE COMPANY	NAME PLATE AND HOLDER	55.55
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	241.92
		<u>\$ 11,659.62</u>

POLICE

911 CUSTOM, LLC	RIOT CONTROL SUPPLIES	3,212.48
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	126.00
BELLEVUE PRINTING COMPANY	BLANK NOTE CARDS	100.00
BIG RED LOCKSMITHS	STOREROOM LEVERS	430.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	3,109.23
CIOX - HEALTHPORT	SUBPEONA FOR RECORDS	20.00
CONNER PSYCHOLOGICAL SERVICES PC	WELLNESS CHECKS	600.00
CULLIGAN OF OMAHA	BOTTLED WATER	193.80
DON'S PIONEER UNIFORMS	DUTY BELTS	245.97
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	131,501.49
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-FEB 2021	564.52
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	13.42
GREAT PLAINS UNIFORMS	BALLISTIC VEST-PAGE	753.20
HANDCUFF WAREHOUSE	DISPOSABLE HANDCUFFS	182.60
JACKSON SERVICES, INC	DOOR MAT SERVICE-POLICE	67.61
JEFF KEEFE	REIMB PER DIEM FOR TRAINING	76.50
JO DON'S	HONOR GUARD SHIRTS SCREENPRINTING	265.00
LP POLICE	LP POLICE PLAN FEE-JAN 2021	129.95
MENARD - RALSTON	BUILDER'S BOARD	107.80
MENARDS	VINYL BEADS, SUPPLIES, TAPE, GYPSUM, DRYWALL SUPPLIES	458.57
METRO LEASING	8734-LEASE POLICE FORD EXPLORERS	22,045.60
MOLLY COON	REIMB PER DIEM FOR TRAINING	38.25
PETTY CASH - FINANCE	REIMB FOR CO2 FOR TANK, INVESTIGATION SUP, EVIDENCE SUP, SCRAP BOOK SUP	71.08
POSITIVE CONCEPTS	PRINTER PAPER FOR CRUISERS	747.00
REGAL AWARDS & ADVERTISING SPECIALTIES	PLAQUES AWARDS	171.95
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	3,417.82
SHALEN SHIVERS	REIMB PER DIEM FOR TRAINING	76.50
SPRINT	MONTHLY SERVICE 2021/01/06-2021/02/05	125.22
TRAVELERS	LIABILITY CLAIM FJB1914	4,008.00
TRISTAR RISK ENTERPRISE MGT, INC	WORK COMP FUNDING OCT 2020 CLM159216	5,911.23
TRI-TECH FORENSICS, INC	NYLON TIES	31.00
V & V MANUFACTURING	POLICE BADGES	1,965.20
WATCHGUARD VIDEO	WEARABLE CAMERAS AND ACCESSORIES	1,070.00
WESTLAKE ACE HARDWARE	HEATER	59.99
		<u>\$ 181,896.98</u>

MINUTE RECORD

CLAIMS FOR MARCH 2, 2021

PAGE 6

FIRE & RESCUE

ADELINE HOLTMEYER	REIMB FEE PAID BY INSURANCE	104.46
AIRGAS USA, LLC	OXYGEN	194.72
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE 2020/12/30-2021/01/29	1,387.68
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3,937.12
CURT RANDALL	BOOT REIMBURSEMENT	130.00
DOLORES JOHNSON	REIMB FEE PAID BY INSURANCE	602.53
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	70,482.02
FINISHED EDGE, INC	REPAIR CHIEF'S VEHICLE	1,821.90
GREAT PLAINS UNIFORMS	UNIFORMS	7,939.46
GRETNA GUIDE & NEWS	LEGAL AD	21.23
KIMBERLY CHRISTIANSEN	REIMB FEE PAID BY INSURANCE	28.52
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	506.23
MATHESON TRI-GAS INC	METHANE	38.06
McKESSON MEDICAL-SURGICAL GOV'T SOLUTIONS	MASKS, ISOLATION GOWNS	2,228.46
MENARDS	FLEXIBLE GARDEN HOSE	49.99
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/1/5-2021/2/5	3,725.24
PATRICIA KUMOR	REIMB FEE PAID BY INSURANCE	100.34
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	1,652.82
SHRED-IT USA	SHREDDING SERVICE-JAN 2021	144.00
TRANSNET, LLC	TRANSCRIPTION	36.29
TRISTAR RISK ENTERPRISE MGT, INC	WORK COMP FUNDING OCT 2020 CLM159216	385.22
WPS-MAC J5 PART B	REIMB FEE PAID BY INSURANCE	373.02
ZOLL MEDICAL CORPORATION	MONTHLY HOSTED BILLING 2021/03/31	1,105.00
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	2,310.00
		\$ 99,304.31

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE 2021/01/22-2021/02/21	1,138.86
LOCKTON COMPANIES, LLC	EXCESS WORK COMP AUDIT PREMIUM	10,518.00
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM FEB 2021	1,815.00
METRO AREA TRANSIT	MAT 2020-12 2186 MILES	5,042.00
NEBRASKA WORKERS' COMP COURT	WORK COMP SELF INSURED ASSESSMENT 2020	25,239.00
PM AM CORPORATION	ALARM FEES-JAN 2021	1,755.00
TRISTAR RISK MANAGEMENT	WORK COMP CLAIMS FEES OCTOBER - DEC 2020	3,750.00
		\$ 49,257.86

INFORMATION TECHNOLOGY

CAPITAL TOWER & COMM, INC / DTSI	RELAMP WAYNE STREET TOWER	1,200.00
DELL MARKETING L.P.	15 COMPUTERS FOR IT	20,571.60
FIRST WIRELESS, INC	SUBCONTRACT REPAIR	702.00
MOTOROLA SOLUTIONS, INC	ACCESSORY CONNECTOR, REMOTE MOUNT, BRUSHING	676.38
ONE CALL CONCEPTS	LOCATES	8.46
SHI INTERNATIONAL CORP	15 OFFICE 365 LICENSES	1,073.70
TJ CABLE	LOCATES-JAN 2021	200.00
		\$ 24,432.14

WASTEWATER

CENTURY LINK	MONTHLY SERVICE 2021/01/05-2021-01-31	136.66
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/02/04-2021-03-03	220.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2021	11,695.89
HDR ENGINEERING, INC	PROF SERVICES-SO LIFT STATION 2021-01-30	22,515.01
HOA SOLUTIONS, INC	BELLEVUE LIFT STATION UPGRADES PHASE IV	38,292.75
INDOFF	OFFICE SUPPLIES	129.99
MENARDS	WATER, CLEANING SUPPLIES, ADAPTER	60.56
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE 2021/1/7-2021/2/5	820.62
RELIANCE STANDARD	DENTAL INSURANCE-FEB 2021	332.64
WESTLAKE ACE HARDWARE	COUPLERS, PLIERS	43.95
		\$ 74,248.07

MINUTE RECORD

CLAIMS FOR MARCH 2, 2021

PAGE 7

COMMUNITY DEVELOPMENT

BRITAIN TOWNE APARTMENTS	COVID RENT ASSISTANCE	2,354.67
FONTENELLE HILLS , LLC	COVID RENT ASSISTANCE	1,132.30
HOUSING FOUNDATION FOR SARPY CO	HOUSING STABILIZATION EXPENSES	18,347.41
TREGARON OAKS APARTMENTS	COVID RENT ASSISTANCE	1,236.00
TWIN CREEK APARTMENTS, LLC	COVID RENT ASSISTANCE	912.00
		<u>\$ 23,982.38</u>

TOTAL CLAIMS FOR MAR 2, 2021 **\$ 1,061,515.28**

TOTAL PAYROLL FOR FEB 19, 2021 **\$ 1,067,397.68**

*8a.
3/2/2021




CITY OF BELLEVUE

OFFICE OF THE MAYOR

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3022

MEMORANDUM

TO: All Council Members
FROM: Rusty Hike, Mayor 
DATE: February 19th, 2021
SUBJECT: Appointment to the Bellevue City Marina Corporation

Please consider the following for appointment to the Bellevue City Marina Corporation.

John James
702 Jefferson St
Bellevue, NE 68005
402-291-8658

Matt McKinney
114 E Mission Ave
Bellevue, NE 68005
402-609-9723



[Register](#) [Login](#)

[FEATURED LISTINGS](#) [PROPERTY MANAGEMENT](#) [OUR AGENTS](#) [MORE](#)

MATT MCKINNEY



AGENT

114 East Mission Avenue
Bellevue, NE 68005
Mobile (402) 609-9723
Office: (402) 291-2500
Fax: (402) 933-4777
E-Mail: matt@hikerealestate.com

Matt McKinney has been a Realtor since 2002 and is the Director of Property Management at Hike Real Estate. Matt specializes in residential and commercial property management and multi-family investment acquisitions. He moved to Bellevue, Nebraska from Nashville, Tennessee 8 years ago, but was raised in the Midwest and is very happy to be home. He believes in creating strong habits, sharing a positive attitude, and delivering for his clients while emphasizing consistent, clear communication. These are the key ingredients to his success and the satisfaction of his clients at Hike Real Estate. Matt also enjoys songwriting and recording music having worked with Chris LaDoux, Wynonna Judd, Dan Seals and many other Nashville stars in the past. Matt and his wife, Colette, have five children and one grandchild. Give Matt a call and let him help you buy, sell or manage your real estate.

Listings

4 listings

Order by:



Call us 402-291-2500

Email at info@hikerealestate.com

Thank you for visiting today. Take your time and look around. When you find something you like, please contact one of our local agents. Our offices serve the Bellevue, Omaha, Offutt, Papillion, Plattsmouth, Fairbury, Weeping Water, Greater Sarpy and Douglas Counties. We would love to hear from you and serve all your real estate needs.

John M. James

702 Jefferson Circle
Bellevue, Nebraska 68005

Home: (402) 291-8658
Cell: (402) 676-3338

1710 Hancock Street
Bellevue, Nebraska 68005

Business: (402) 293-9345

General Strengths;

- Strong Financial background both academic and work experience.
- Established effective working relationships with Private and Public Employers, Elected Officials and members of the Public and other business networking partners.
- Good communication and management skills.
- Effective working relationship with outside auditors and attorneys in the matters of litigation involving labor, civil rights and workers compensation.
- Understanding of sound and practical budget practices.
- Good self-starter skills.
- Good Decision-maker skills.
- Strong team-working philosophy
- Family Life-long residents of Bellevue, Nebraska (1956)
- Business Owner – Bellevue, Nebraska (1999)

Work Experience:

Financial Advisor / Investment Advisor

April 1999 to Present

***Financial Strategies / James Financial Services, Inc.
Bellevue, Nebraska***

- Investment Advisor / Registered Rep providing comprehensive financial services to individuals and businesses and governments. Includes: Stocks, Bonds and Municipal Bonds and other Brokered Investments and Securities through Cambridge Investment Research Inc.
- Owner and President of Financial Strategies / James Financial Services, Inc., A Financial Planning and Investment advisory firm located in Bellevue, Nebraska.

Work Experience (continued):

Insurance Broker / Risk Management Consultant

June 1994 to April 1999

- *21st Century Financial Group - November 1995 to April 1999
Omaha, Nebraska*
- *Principal Life Insurance Company - June 1995 to November 1995
Omaha, Nebraska*
- *James Consulting Services - June 1994 to June 1995
Bellevue, Nebraska*

Risk Manager / Employee Benefits Manager

September 1981 to June 1994

- *City of Lincoln / Lancaster County – August 1985 to June 1984
Lincoln, Nebraska*
- *Sedgwick County - September 1985 to January 1987
Wichita, Kansas*
- *KAN-OKLA, Inc. - December 1983 to August 1985
Hutchinson, Kansas*
- *Employers Unity, Inc.- September 1981 to December 1983
Denver, Colorado / Albuquerque, New Mexico*

Education:

- Masters of Arts - Economics/Finance - University of Nebraska - 1981
- Bachelors of Arts - Economics - University of Nebraska - 1977
- Associate in Risk Management, ARM - Insurance Institute of America - 1983
- Graduate of Bellevue High School, Bellevue Nebraska – 1972
- Certified Senior Advisor, CSA Designation – 2005
- Series 65 Investment Advisor License - 2002
- Series 7 General Securities License – 2002
- Series 6 Variable Contracts Licenses - 1996.
- Series 63 Uniform Securities License - 1996

Matt McKinney

14211 South 21st Street, Bellevue, NE 68123
matt@hikerealestate.com | 402.609.9723

Professional Experience

March 2011 - Present

Hike Real Estate
114 East Mission Ave.
Bellevue, NE 68005

Director, Property Management

Manage operations of over 400 properties ranging from single family residential homes to apartment complexes and commercial buildings. Supervises leasing, collections, maintenance, and financial reporting.

November 2010 – March 2011

CBSHome Real Estate
3906 Raynor Parkway
Bellevue, NE 68123

Residential and Commercial Sales Agent/Property Manager

Licensed affiliate broker focused on the development of a robust property management portfolio.

2001 – 2010

McGarr and Associates
325 Plus Park Blvd Suite 205
Nashville, TN 37217

Property Manager

Licensed affiliate broker specializing in home owners association management and investment real estate including condominiums and single family homes. Manages a portfolio of over 200 rental units and manages 11 home owners associations ranging in size from 22 to 142 units. Responsibilities include creating and managing property budgets, vendor contracts, Section 8 and 42 programs, and property standards.

Increased property portfolio from 30 units in 2004 to 205 units. Increased home owners' association management from 5 to 11 within same 6 year period. Commission increased from \$1500/month to \$6000.

2000 – 2004

Lellyette and Rogers
1717 Lebanon Pike
Nashville, TN 37210
615-316-0780

Manager

Managed production crew for high volume digital printing company specializing in architectural blue prints. Responsible for performance review and quality assurance including general equipment maintenance.

Promoted to management within first year of employment.

1997 - 1999

Mid Hills Concrete
Owner/Operator

Specialized in commercial curb and gutter for both residential and commercial flat work. Solely responsible for estimating, client billing, payroll, collections, project management, and employee management.

Within a two-year period, increased company work volume from 50k net revenue and one employee to 250k and 4 employees.

1991 - 1997

Street Sense Records and Publishing
Artist

Supported record contract by performing and recording nationwide. Responsible for providing entertainment for triple A clubs, fairs, festivals, and arenas. Hired road management and agents working closely with both to fulfill record company requirements. Performed up to as many as 260 shows per year.

Contracted to write music and lyrics for company. Sang, recorded and produced 12 songs per year as approved by publishing company.

Community Investment

Co-owner and managing partner for over 25,000 square feet of commercial and residential property within Bellevue, NE.

Community Service

Bellevue Chamber of Commerce
Member, Board of Directors 2020-present

Bellevue Chamber of Commerce
Member, Economic Development Committee 2021-present

Bellevue Chamber of Commerce
Member 2015-present

Bellevue Municipal Building Corporation
Member, Board of Directors 2021

Bellevue Community Foundation
Subcommittee Chair, 2021-present

Bellevue Public Safety Council
Member, Board of Directors 2015-2018

Offutt Advisory Council
Member, 2011-present

Education

Black Hills State University
Spearfish, SD 1986-1990

Colorado Northwestern
Rangely, CO 1985

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10a.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application for 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.

SYNOPSIS/BACKGROUND:

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. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk publishes a hearing notice and the application is reviewed by the Police, Planning and Clerk and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT TERM: _____ CONTRACT END DATE: _____

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Recommend approval of application for Cubby's II Inc. dba "Cubby's Bellevue" for Class D to sell beer, wine, and distilled spirits, Off Sale Only, at 7613 S. 36th Street, Bellevue and Thomas Gruidel as Manager.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A Bruce Robbins

[Signature]

**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: Cubby's II Inc. dba "Cubby's Bellevue"

ADDRESS: 7613 S. 36th Street, Bellevue 68147

REQUESTED ACTION: Recommendation to approve application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, 7613 S. 36th Street, Bellevue, and for Thomas Gruidel 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: BNH (Heavy Neighborhood Business District)

WILL ZONING ALLOW A LIQUOR LICENSE?

EXISTING LAND USE: Commercial – Convenient Store / Fuel

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

ADJACENT LAND USE AND ZONING:

NORTH: BNH, Commercial - Sarpy County Probation Department

SOUTH: West Chandler Road Right-of-way

EAST: BNH, Commercial - Vacant

WEST: AG, St. John's Cemetery across South 36th Street

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: Cubby's Bellevue is located in a small commercial area known as Chandler Plaza. The Sarpy County Probation Department is to the north and a cemetery to the west. The commercial property to the east is vacant at the time of this report.

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

ANALYSIS OF NEIGHBORHOOD EFFECTS: _____

TRAFFIC: There is no traffic impact expected.

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

PEDESTRIAN: There is no pedestrian impact expected.

NOISE: There is no noise impact expected.

LIGHTING: There is no lighting impact expected.

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

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: Cubby's II Inc. dba "Cubby's Bellevue"
LOCATION/ADDRESS: 7613 S. 36th Street, Bellevue, 68147
REQUESTED ACTION: Recommendation to approve new application for Class "D-124006"
Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 7613 S. 36th Street,
Bellevue, AND for Thomas Gruidel as manager.

DATE APPLICATION RECEIVED: 02/10/20

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 03/29/21

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

CURRENT NUMBER OF LICENSES:

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

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

RECEIVED		
NOV 03 2020		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES/NO	New/Replacing#	038087
Class Type	124006	Initial BH

Applicant name Cubby's II, Inc. Tom Gruidel


Trade name Cubby's Bellevue

Previous trade name Superstore

Contact email address Tom.Gruidel@Cubbys.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.

Change of Ownership Date 11-9-2

Office use only	PAYMENT TYPE <u>Pay Port</u>	 2000011188
AMOUNT: <u>\$400</u>		
Received: <u>[Signature]</u>		

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. *Single prints on file for DeLoach & Phil*
2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT. *PAD online*
3. Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. *NA* 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.

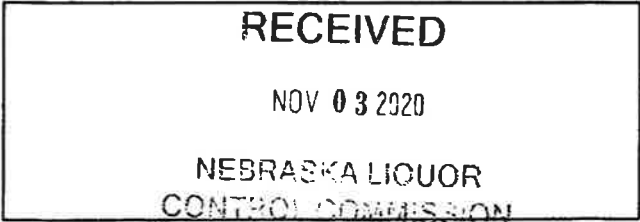
I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Tom Dawdi
Signature

11-3-2020
Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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



CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

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

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

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application

Name _____ Phone number: _____
Firm Name _____

IDENTIFICATION

Trade Name (doing business as) Cubby's Bellevue

Street Address #1 7613 S36th St,

Street Address #2 _____

City Bellevue County Sarpy Zip Code 68147

Premises Telephone number 402-733-3541

Business e-mail address Bellevue @Cubbys.com

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

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

Name Cubby's II, Inc.

Street Address #1 9229 Mormon Bridge Plaza, Suite 6

Street Address #2 _____

City Omaha State NE Zip Code 68152-1942

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED

READ CAREFULLY

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

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

Building: length 50 x width 40 in feet
Is there a basement? Yes _____ No xxx If yes, length _____ x width _____ in feet
Is there an outdoor area? Yes _____ No xxx If yes, length _____ x width _____ in feet

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

See attached sheets

Cubby's Bellevue

N

Door

Storage

Circle 9 door

Wool + hay

50

50 + 20

36th



Kitchen

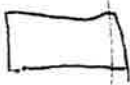
6 dia

FRIG

Door

Door

Chickens



Table

40'



Door

Chandler S

SECTION

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.

XXX 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
Tom Gruidel	09-2014	Papillion, NE	Dog at Large	Paid Fine

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

XXX YES _____ NO

If yes, give name of business and liquor license number Superstore #038087

- 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 XXX NO

If yes, give name and license number _____

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

XXX 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?

XXX YES _____ NO

If yes, list the lender(s) American National Bank

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

_____ YES XXX 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 XXX NO

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

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

_____ YES XXX 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 XXX 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.

American National Bank Main Branch Omaha De Lone Wilson Tom Gruidel

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

See exhibit A

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Tom Guidel	07-2018	Responsible BEverage Service Training

List of NLCC certified training programs Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Tom Guidel	12/1997	Cubby's Inc. VP Finance

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 ~~8-1-2020~~ November 8, 2025
 Deed
 Purchase Agreement

14. When do you intend to open for business? November 9, 2020

15. What will be the main nature of business? Conv. store selling fuel

16. What are the anticipated hours of operation? 5am to 11pm

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

RESIDENCE FOR THE PAST 10 YEARS FOR ALL PERSONS REQUIRED TO SIGN AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
see exhibit B					


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

Conrad Delene Wilson

Print Name

Catherine I. Wilson

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas
Nov. 2, 2020

date

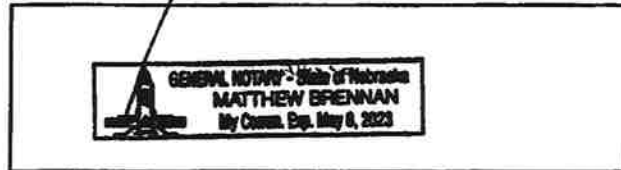
The foregoing instrument was acknowledged before me this
by Matthew Brennan

name of person(s) acknowledged (individual(s) signing)

Waived Covid-19

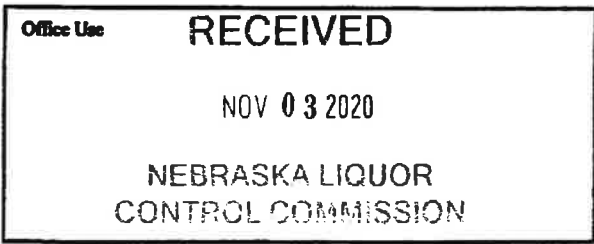
Matthew Brennan

Notary Public signature



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

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: Conrad De Lone Wilson

Name of Corporation that will hold license as listed on the Articles: Cubby's II, Inc.

Corporation Address: 9229 Mormon Bridge Plaza Suite 6

City: Omaha State: NE Zip Code: 68152

Corporation Phone Number: 402-453-2468 Fax Number: 402-453-4513

Total Number of Corporation Shares Issued: 1,000

Name and notarized signature of President/CEO (information of president must be listed on following page)

Last Name: Wilson First Name: Conrad MI: D

Home Address: 9939 Broadmoor Rd City: Omaha

State: NE Zip Code: 68114 Home Phone Number: 402-982-9160

Signature of President/CEO

ACKNOWLEDGEMENT

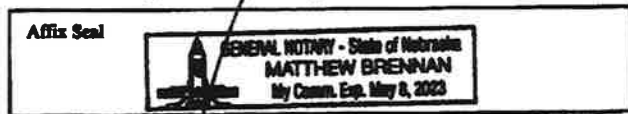
State of Nebraska
County of Douglas

The foregoing instrument was acknowledged before me this

Nov. 2, 2020
Date

by Matthew Brennan
name of person acknowledge

Matthew Brennan



Waived Covid-19

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

Last Name: Morrison First Name: Phillip MI: E

Social Security Number: [REDACTED] Date of Birth: 02 [REDACTED]

Title: CEO Number of Shares 1 * Spouse

Spouse Full Name (indicate N/A if single): Arlis W (Kettleon) Morrison

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

Last Name: Wilson First Name: Conrad MI: D

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

Title: President Number of Shares 949 * Spouse

Spouse Full Name (indicate N/A if single): Catherine I (Morrison) Wilson

Spouse Social Security Number: [REDACTED] Date of Birth: 08 1 [REDACTED]

Last Name: Guidel First Name: Thomas MI: G

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

Title: VP, Secretary Number of Shares 50 * Spouse

Spouse Full Name (indicate N/A if single): Cheryl R (Ross) Guidel

Spouse Social Security Number: [REDACTED] Date of Birth: 11 [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: _____

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

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

Starting Date: _____ Ending Date: Nearest Sunday to December 31 _____

Is this a Non-Profit Corporation?

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.

**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

NOV 03 2020

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

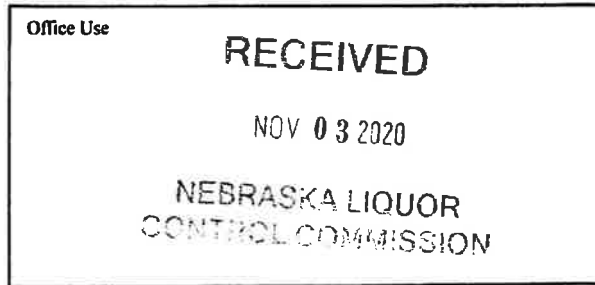
Spouse who will participate in the business, the spouse must:

- 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



MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: Cubby's II, LLC

Premise information

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

Premise Trade Name/DBA: Cubby's Bellevue

Premise Street Address: 7613 S 36th St.

City: Bellevue County: Sarpy Zip Code: 68147

Premise Phone Number: 402-733-3541

Premise Email address: Bellevue@Cubbys.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](#).

Applicant

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Information must be completed in this section. PLEASE PRINT CLEARLY

Last Name: Gruidel First Name: Thomas MI: G

Home Address: 2117 Dana Lane

City: Papillion County: Sarpy Zip Code: 68133

Home Phone Number: 402-597-9269

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

Social Security Number: [REDACTED]

Date Of Birth: 1 [REDACTED] Place Of Birth: Omaha, NE

Email address: Tom.Gruidel@Cubbys.com

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

YES NO

Spouse's information

Spouses Last Name: Gruidel

Social Security Number: [REDACTED]

[REDACTED]

[REDACTED] Of Birth: Ardmore, OK

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Papillion, NE	08/98	Present			

MANAGERIAL EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
12-97	current	Cubby's Inc.	De Lone Wilson	402-453-2468
12-98	12-97	Designer Blinds	Dan Yount	402-331-2283

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Tom Guidel	09-2014	Papillion, NE	Dog at Large	Paid fineXX

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: 1800031405 Name on Certificate: Thomas G Gruidel

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Tom Gruidel	07-2018	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:
Tom Gruidel	12-97	Cubby's Inc. VP Finance

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL AND CONFIDENTIAL INVESTIGATION

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

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

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

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

Thomas D. Saunders
Signature of Manager Applicant

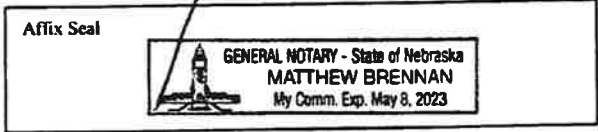
Cheryl R. Arnold
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Douglas The foregoing instrument was acknowledged before me this

Nov. 2, 2020 date by Matthew Brennan NAME OF PERSON BEING ACKNOWLEDGED

Matthew Brennan
Notary Public signature



Waived Covid-19

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.

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 <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input checked="" type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

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

SYNOPSIS/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. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: 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 $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ 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. UTILITIES:

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

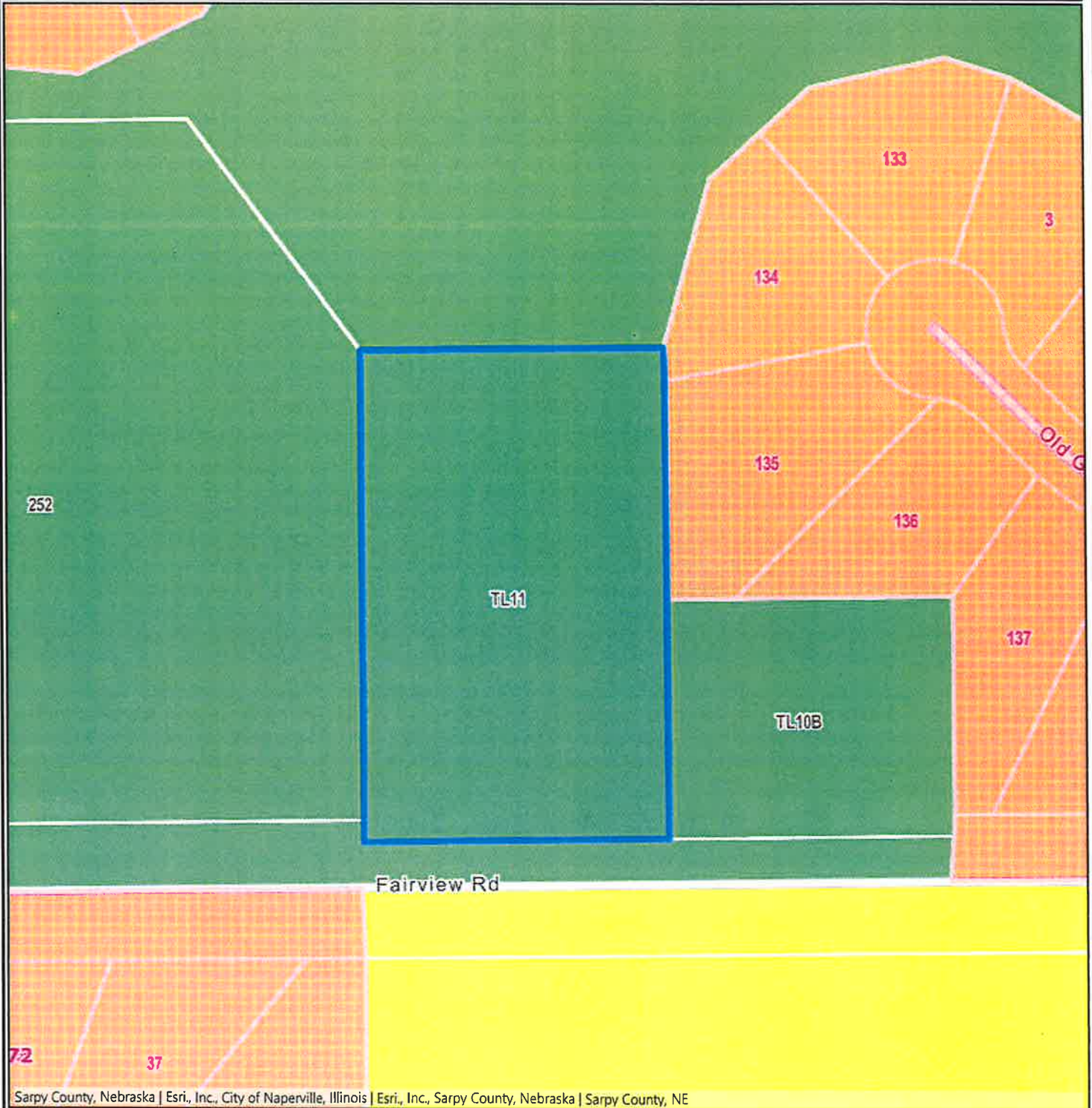
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Preliminary plat received December 23, 2020
4. Final plat received January 15, 2021
5. Letter from Jeff Stoll received January 15, 2021

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

 2/8/21
Assistant Planning Manager Date

 02/08/21
Planning Manager Date



Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE

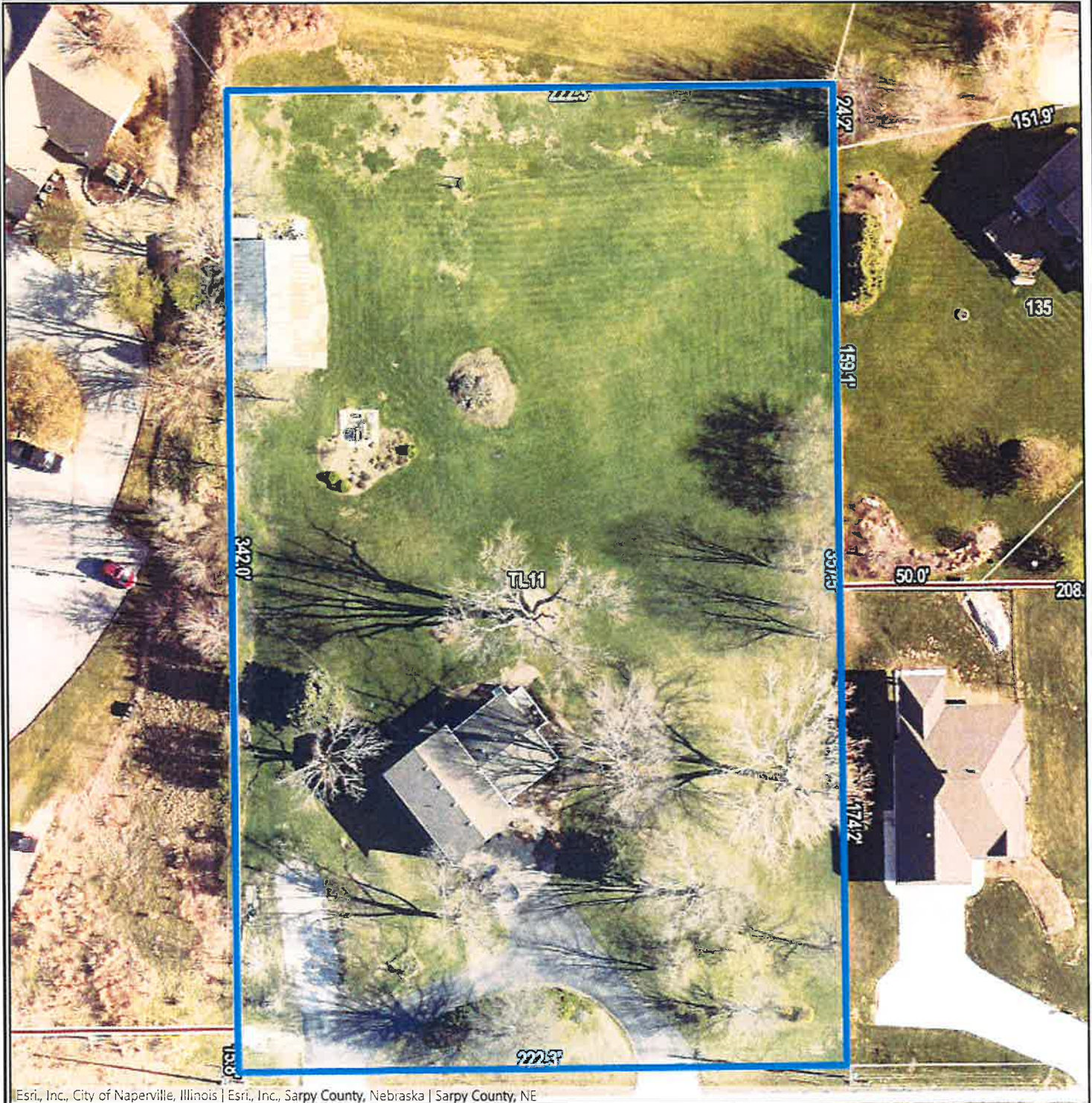
Notes



Map Scale 1: 1592

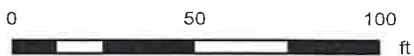
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.





Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE

Notes



Map Scale 1: 796

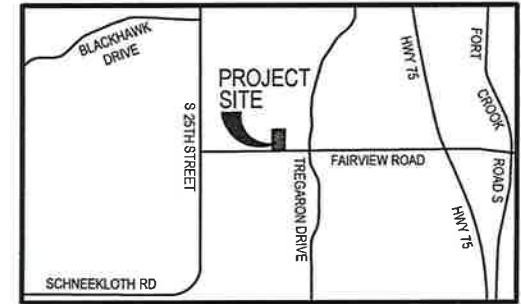
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



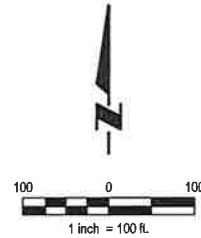
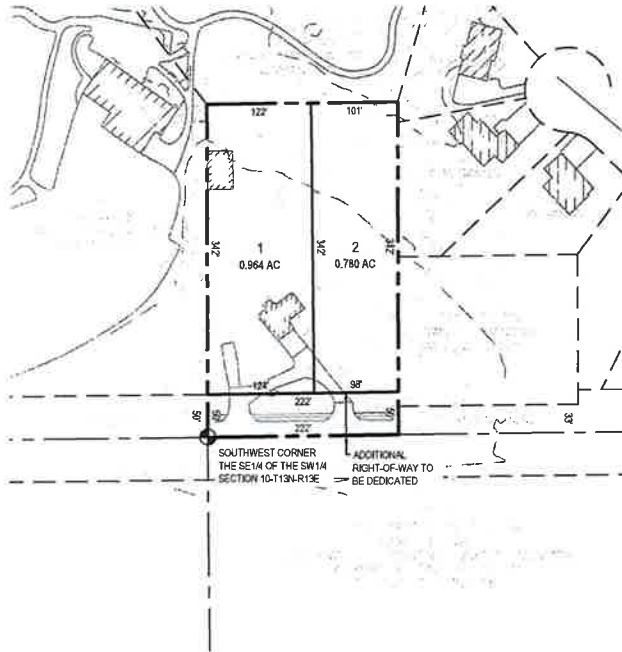
FIGGYLAND OVERLOOK

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:	EHJ
Scale:	1" = 100'
Sheet:	1 of 1

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

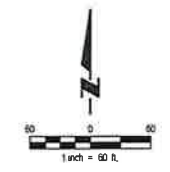
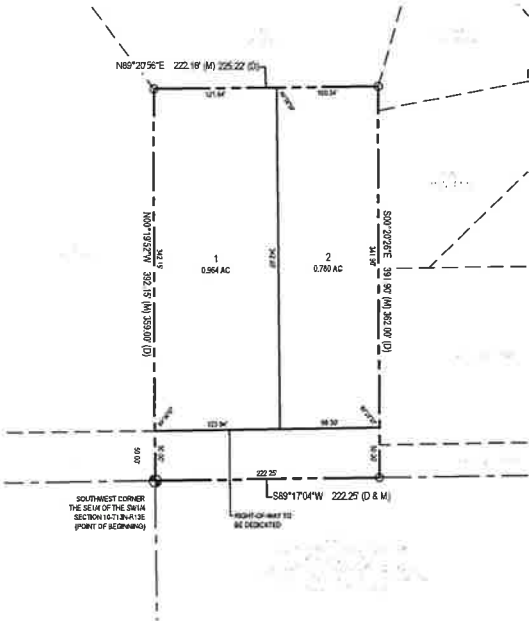
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eacg.com

FIGGYLAND OVERLOOK

LOTS 1 AND 2 INCLUSIVE

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

- 5ft 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	35'

NOTES:
1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT DENNIS P. FIGGY, 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 MARKED AND MAINTAINED 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 IOWA PUBLIC POWER DISTRICT (IOWA COOP 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 SEVENTEEN (17) 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 SECTION. THE SEVENTEEN (17) 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 ELECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRAULIC AND OTHER RELATED FACILITIES AND TO EXTEND THESE PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, AND 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 THEM OR ALTER INTERFERENCE WITH THE ABOVE SAID RIGHTS HEREIN GRANTED.

DENNIS P. FIGGY, A SINGLE PERSON

DENNIS P. FIGGY, 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 CAUSE DENNIS P. FIGGY, A SINGLE PERSON WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DECLARATION 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 SAID PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND SINGLE 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 OF THE 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 N07°10'50" 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 25, TREGARON, A SUBDIVISION LOCATED IN SAID SW1/4, SECTION 10, A DISTANCE OF 362.15 FEET TO THE NORTHWEST CORNER OF SAID TAX LOT 11; SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 25, TREGARON, AND ALSO BEING ON THE SOUTHERLY LINE OF LOT 25, 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 25, TREGARON, A DISTANCE OF 222.19 FEET TO THE NORTHEAST CORNER OF SAID TAX LOT 11, SAID POINT ALSO BEING ON THE WESTERLY LINE OF LOT 13A, SAID TREGARON; THENCE S07°20'20" E ALONG THE EAST LINE OF TAX LOT 11, SAID LINE ALSO BEING THE WEST LINE OF LOTS 13A AND 100, SAID TREGARON, A DISTANCE OF 300.00 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 2.00 ACRES, MORE OR LESS.

JOHN W. VON DOLLER, 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 UNLESS THE CITY OF BELLEVUE APPROVES THIS FINAL PLAT. 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 SARPY COUNTY SURVEYOR'S OFFICE.

THIS _____ DAY OF _____ 20____

COUNTY SURVEYOR / ENGINEER _____

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services



FIGGYLAND OVERLOOK
LOTS 1 AND 2 INCLUSIVE
BELLEVUE, NEBRASKA

FINAL PLAT

File No.	150220202
Date	12/22/2020
Drawn By	MLB
Checked By	MLB
Scale	1" = 60'
Sheet	1 of 1

1509 N. 14th St., Ste. 100, Omaha, NE 68114
Phone: 402.595.4700 • Fax: 402.595.5609
www.eandagroup.com



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,

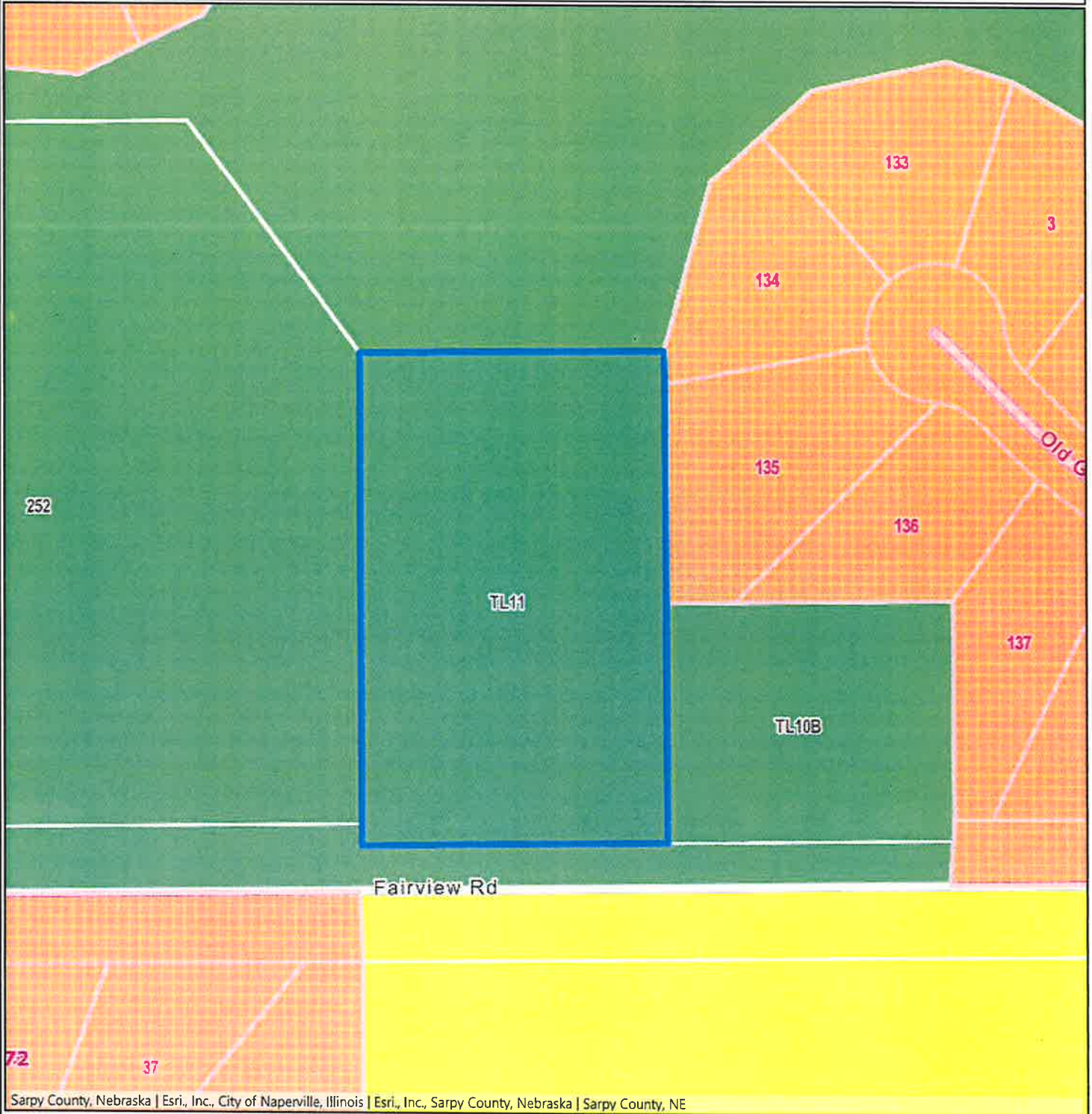
On behalf of our client, HBC Homes, Inc., we recommend that the Figgyland Overlook development, which is currently zoned as AG (Agricultural) District, be rezoned to RS-120 (Single-Family Residential) District. We believe that the proposed rezoning request matches the type of residential lot that is 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.

A handwritten signature in blue ink, appearing to read 'J. Stoll', is written over a light blue horizontal line.

Jeff Stoll
Platting Services Assistant Manager

RECEIVED
JAN 15 2021
PLANNING DEPT.



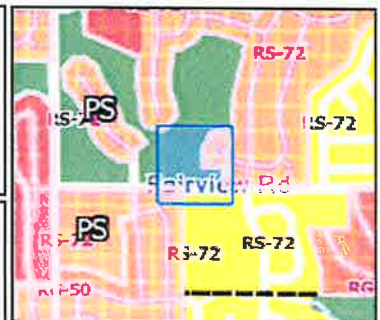
Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE

Notes



Map Scale 1: 1592

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





Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE

Notes



Map Scale 1: 796

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



ORDINANCE NO. 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

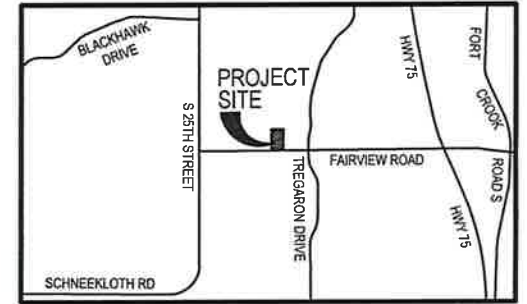
Mayor

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

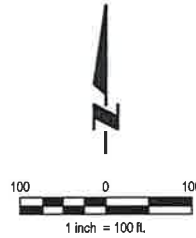
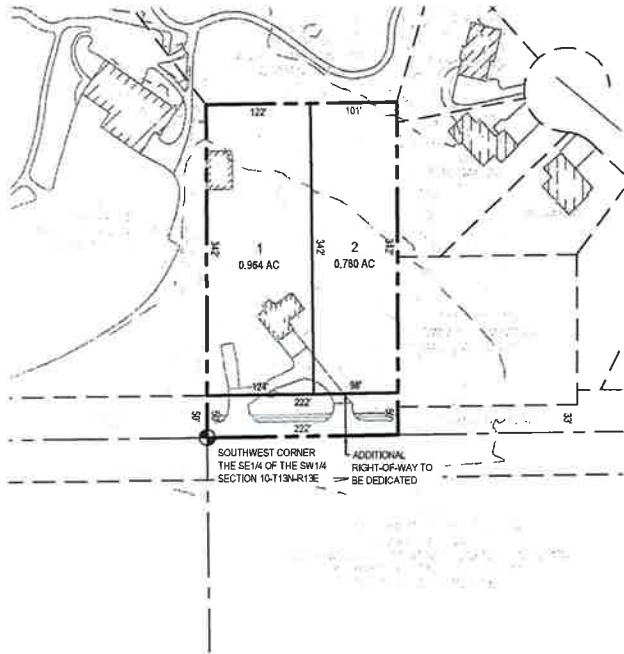
FIGGYLAND OVERLOOK

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:

- 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 • Planning • Environmental & Field Services

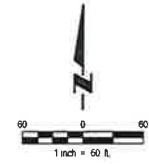
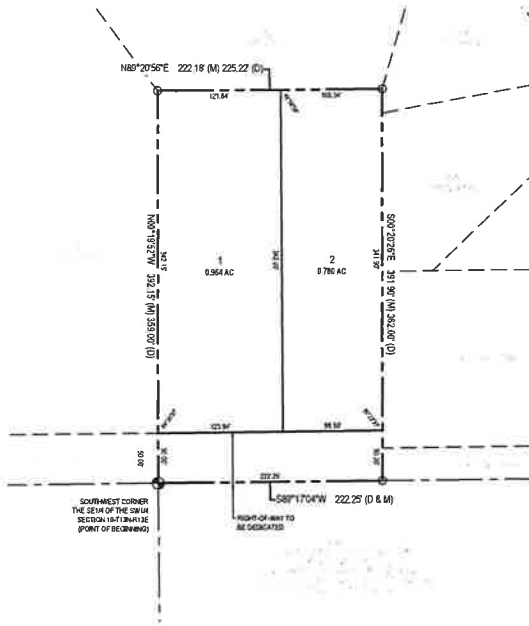
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eacg.com

FIGGYLAND OVERLOOK

LOTS 1 AND 2 INCLUSIVE

A TRACT OF LAND LOCATED IN ALL OF TAX LOT 11, A TAX LOT LOCATED IN THE SE 1/4 OF THE SW 1/4, 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

- 5/8\" REBAR SET W/ CAP L3-S7
- 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	3'
SIDE YARD	10'
STREET SIDE YARD	3'
REAR YARD	3'

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 HEREINAFTER KNOWN AS FIGGYLAND OVERLOOK LOTS TO BE NUMBERED AS SHOWN, AND WE DO HEREBY RATIFY AND APPROVE OF THE DEDICATION 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), FOR 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 HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ACQUISITION. 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 ERRECT, 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, BENCHES, 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 DESCRIPTION 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 SURVEYORS 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 SE 1/4 OF THE SW 1/4, 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 SE 1/4 OF THE SW 1/4, SECTION 10, SAID POINT ALSO BEING SAID TAX LOT 11; THENCE N89°20'56\"/>

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

JOHN W. VOW 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 SARPY COUNTY SURVEYOR'S OFFICE

THIS _____ DAY OF _____, 20____

COUNTY SURVEYOR / ENGINEER _____

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10800 Midway Blvd, Suite 100 • Omaha, NE 68154
Phone: 402.495.4100 • Fax: 402.935.2598
www.eandagroup.com



FIGGYLAND OVERLOOK
LOTS 1 AND 2 INCLUSIVE
BELLEVUE, NEBRASKA

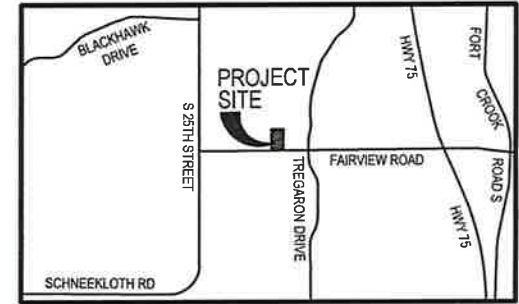
FINAL PLAT

File No.	17713 (13) 2021
Date	01/15/2021
Designed By	DES
Drawn By	DES
Check By	DES
Scale	1" = 60'
Sheet	1 of 1
Author	Dave Olson

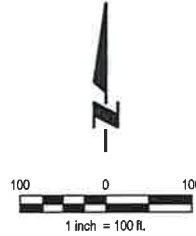
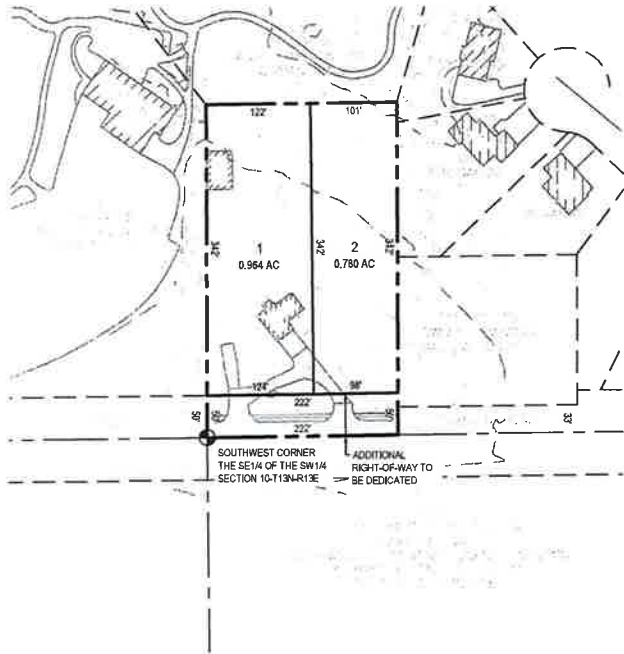
FIGGYLAND OVERLOOK

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:

- 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 • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eacg.com

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 <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>			
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>			

SUBJECT:

Request to amend Section 5.28, of the City of Bellevue Zoning Ordinance regarding permitted uses in the MH (Heavy Manufacturing) zoning district to allow for concrete recycling.

SYNOPSIS/BACKGROUND:

Douglas Earnest, on behalf of Central Recycling, LLC, is requesting an amendment to Section 5.28 of the Zoning Ordinance to allow for concrete recycling operations utilizing mobile equipment as a permitted use in the Heavy Manufacturing zoning district. The applicant states he would utilize mobile equipment designed to crush used concrete into 1 1/2 inch, 2 inch, and 3 inch rock that will be re-purposed for fill under new concrete for private, city and county streets, driveways, parking lots and sidewalks. The Zoning Ordinance currently addresses batch plants but not concrete recycling.

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 the Planning Commission have recommended approval of this Zoning Ordinance

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Poldos
Tammi Palm
Graham A. King

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Douglas Earnest/Central Recycling

CITY COUNCIL HEARING DATE: March 2, 2021

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.

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

APPROVAL of a text amendment including proposed correction of verbiage.

VOTE:

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

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



City of Bellevue
Planning Department
1510 Wall Street ▪ Bellevue, Nebraska 68005
(402) 293-3026

MEMORANDUM

TO: City Council
Mayor Hike
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: February 8, 2021

RE: Amendment to Section 5.28 regarding permitted uses and conditional uses

Douglas Earnest, for Central Recycling, LLC, is requesting an amendment to Section 5.28 of the Zoning Ordinance to allow for concrete recycling operations utilizing mobile equipment as a permitted use in the Heavy Manufacturing zoning district. The Zoning Ordinance currently addresses batch plants but not concrete recycling.

The applicant states the purpose of the request is “To allow concrete recycling operations utilizing mobile equipment designed to crush used concrete into 1½ inch, 2 inch, and 3 inch rock that will be re-purposed for required fill specifications under new concrete for private, city and county streets, driveways, parking lots and sidewalks.”

The Planning Department researched surrounding cities and jurisdictions, and found this type of use is listed in two (2) zoning districts in Sarpy County:

1. Section 22 - IL (Light Industrial District) as a Principal Permitted Use and must meet performance standards:
 - a. 22.1.13 Fixed plants for processing stone, gravel, or clay
2. Section 23 – IGM (General Manufacturing District) as a Permitted Special Use:
 - a. 23.1.16 Construction and demolition waste disposal sites
 - i. Demolition waste is defined as: waste building materials concrete, asphalt, wood, metals and rubble which result from the construction or demolition of structures. Such waste shall also include trees.
 - b. 23.1.5.1 Stone, rock, gravel, and sand stationary plants

Staff is recommending two different categories for concrete recycling based on the current language for

two different categories of batch plants: temporary facilities as a permitted use, and permanent facilities as a conditional use. Staff believes this will keep consistency with the current language. Additionally, staff is proposing “temporary” be defined as no longer than 36 months. The current language allows for temporary batch plants not to exceed 24 months. Staff recommends adjusting this language as well to reflect a 36-month timeframe. This is based on the fact most large construction projects could likely take longer than two years.

As such, staff is recommending the following amendments to Sections 5.28:

Section 5.28 MH Heavy Manufacturing District

5.28.01 Intent. This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries which have not reached a technical stage in processing which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

5.28.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dyeing plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.

21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindered products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services, but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainageway or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, i.e. completely surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the City

of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.

- I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
31. Printing services, when mechanical operation is not visible from a street.
32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
33. Radio and television stations, except transmission towers over 35 feet high.
34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
35. Self-service storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:

Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.

Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.

- H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. *(Ord. No. 3888, Dec. 11, 2017)*
36. Stone and monument works.
 37. Temporary recycling plant for concrete, asphalt, or paving material not to exceed 36 months of operation.
 38. Temporary batch plants, not to exceed 24 36 months of operation.
 39. Truck wash.
 40. Trucking terminals containing in excess of 4 loading or transfer bays.
 41. Veterinary Services, including livestock.
 42. Warehouses and storage of non-hazardous goods, provided storage is inside building.
 43. Yards for the sale, transfer and temporary holding of livestock.
(Ord. No. 3840, February 8, 2016)

5.28.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Meat packing, slaughtering, eviscerating and skinning.
4. Permanent batch plants for concrete, asphalt, or paving material.
5. Permanent recycling plant for concrete, asphalt or paving material.
6. Poultry killing, plucking and dressing when such operations are of such size as to employ in excess of 3 persons.
7. Recreational facilities and uses which are temporary in nature and do not involve any appreciable

amount of fixed construction and which will not interfere with the efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.

8. Rendering of by-products of slaughtering and killing of animals or poultry.
9. Special and vocational educational and training facilities.
10. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
11. The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
 - A. Any use which cannot meet the performance standards set forth herein.
 - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
 - C. Schools and colleges, except trade schools.
 - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
 - E. Motels, hotels and mobile home parks.
 - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

5.28.05 Permitted Accessory Uses:

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section 8.09.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.28.06 Space Limits:

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

5.28.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented.

ORDINANCE NO. 4027

AN ORDINANCE TO AMEND SECTION 5.28, ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, 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.

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

Section 1. That Section 5.28 of Ordinance No. 3619 is hereby amended to read as follows:

Section 5.28 MH Heavy Manufacturing District

5.28.01 Intent. This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries which have not reached a technical stage in processing which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

5.28.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dying plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindered products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
27. Marine sales and services, but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm

- machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
 30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainageway or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, i.e. completely surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
 - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
 31. Printing services, when mechanical operation is not visible from a street.
 32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
 33. Radio and television stations, except transmission towers over 35 feet high.
 34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
 35. Self-service storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:

Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.

Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
 36. Stone and monument works.
 37. Temporary recycling plant for concrete, asphalt, or paving materials not to exceed 36 months of operation.
 38. Temporary batch plants, not to exceed 36 months of operation.

39. Truck wash.
40. Trucking terminals containing in excess of 4 loading or transfer bays.
41. Veterinary Services, including livestock.
42. Warehouses and storage of non-hazardous goods, provided storage is inside building.
43. Yards for the sale, transfer and temporary holding of livestock. (*Ord. No. 3840, Feb. 8, 2016*)

5.28.03 Conditional Uses:

1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Meat packing, slaughtering, eviscerating and skinning.
4. Permanent batch plants for concrete, asphalt, or paving material.
5. Permanent recycling plant for concrete, asphalt, or paving material.
6. Poultry killing, plucking and dressing when such operations are of such size as to employ in excess of 3 persons.
7. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with the efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
8. Rendering of by-products of slaughtering and killing of animals or poultry.
9. Special and vocational educational and training facilities.
10. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
11. The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
 - A. Any use which cannot meet the performance standards set forth herein.
 - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
 - C. Schools and colleges, except trade schools.
 - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
 - E. Motels, hotels and mobile home parks.
 - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

5.28.05 Permitted Accessory Uses:

1. Buildings and uses customarily incidental to the permitted uses.
2. Residential and small wind energy systems, subject to Section 8.09.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.28.06 Space Limits:

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

5.28.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.

7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

Section 2. That Section 5.28 of Ordinance No. 3619, Bellevue Zoning Ordinance, as heretofore existing is hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

ADOPTEED 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: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: Tammi Palm		TITLE: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to Approve Ordinance No. 4028.

SYNOPSIS/BACKGROUND:

A request is being made to approve Ordinance No. 4028 to amend the official zoning map of the City of Bellevue as provided for in Article 3 of Ordinance No. 3619 and will repeal Ordinance No. 4023 showing an adopted date of February 16, 2021. Ordinance No. 4023 was for a change of zone on a parcel of land described as Lot 2, Bellevue Business Park Replat VI, located in the Northeast 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. The change of zone in the ordinance read AG (Agriculture) to FX (Flex Space District) but should have read BGH (Heavy General Business) to FX (Flex Space District). This new ordinance will repeal that and officially change the zoning map from BGH to FX as intended. There is also a request to suspend the rules and waive three readings, hold the public hearing March 2, 2021, and have the City Council vote on the same.

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 has recommended approval of this application.

ATTACHMENTS:

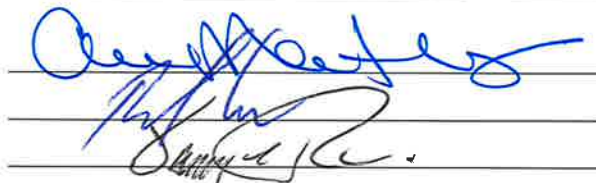
1. Rezoning Ordinance	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4028

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 10th STREET AND ALBERTA AVENUE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE; TO REPEAL ORDINANCE NO. 4023 APPROVED BY THE CITY COUNCIL FEBRUARY 16, 2021; AS HERETOFORE EXISTING; AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 2, Bellevue Business Park Replat VI, located in the Northeast ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BGH (Heavy General Business District) to FX (Flex Space District).

(Dennis R. Schworer LLC)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. That Ordinance No. 4023 as heretofore existing is hereby repealed.

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: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve the 2021 Comprehensive Plan update.

SYNOPSIS/BACKGROUND:

The Planning Department periodically reviews and updates the Comprehensive Plan to keep up-to-date with development in the City's zoning jurisdiction. The attached memo details the proposed updates.

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: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Commission and Planning Department are both recommending approval of this Comprehensive Plan update.

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Proposed Resolution
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:






City of Bellevue

Office of the Planning Department

TO: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
FROM: Tammi Palm, Planning Manager
DATE: February 23, 2021
RE: Comprehensive Plan Update

The Comprehensive Plan was last reviewed in October 2018. An updated Future Land Use Map was adopted at that time. A summary of suggested revisions is provided below.

Introduction (Table of Contents, Vision and Goals, and Recommendations):

The Table of Contents has been updated to reflect current page numbers. No changes to the vision and goals. Suggested revisions to the recommendations are included in Section 5.

Section 1 – Introduction:

No suggested changes.

Section 2 – Vision and Goals:

No suggested changes.

Section 3 – Land Use Plan:

Many changes in this section deal with the Future Land Use Map outlined below. Changes to the text include updating references to the number of acres in city limits. This figure is updated to reflect the extensive annexations completed in 2019. Map 3-2 will be updated after the final Future Land Use Map is approved by City Council.

The following revisions are being suggested to the Future Land Use Map:

- Addition of the newest subdivisions: Belle Lago South and Liberty - Phase 2.
- Changing the land north and south of the Highway 370 corridor from 48th Street west to the edge of the city's zoning jurisdiction to commercial from multi family residential, commercial, and medium density residential.
- Including an area of mixed use south of Highway 370, west of South 42nd Street. This property was previously shown as multi family residential and residential estates based on existing zoning.

- Designating an area for recreation near the intersection of 48th Street and Cornhusker Road. This area is the floodplain/floodway and cannot be developed otherwise.
- Removing the public designation for the former city property in Olde Towne and adding that area to the Olde Towne activity center designation
- Designating the recently rezoned Wolf Creek Apartments Phase II property near 15th Street and Cornhusker Road to multi family residential from commercial.
- Increasing an area of light manufacturing designation near the intersection of Fairview Road and Fort Crook Road South that was previously shown as flex.
- Updating the baseball village property/area from light industrial back to recreational and commercial designations to reflect recent city agreements.
- Increasing the size of the proposed activity center near the intersection of Highway 75 and Platteview Road.
- Changing the area north of Platteview Road between S 27th Street and S 36th Street from low density residential to medium density residential
- Including an activity center area on the north side of 48th Street and Capehart Road.
- Updating miscellaneous parcels which were rezoned and approved for Comprehensive Plan Amendments in the past 2+ years

Section 4 – Transportation Plan:

Vehicle counts for the John F Kennedy Expressway inside the Bellevue planning area have been updated to reflect the most recent data.

Street projects have been updated.

Language was added to include the city’s current exploration of an east-west connection between S 15th Street and Raynor Parkway.

Section 5 – Energy Element:

Updated general information regarding Black Hills Energy and Metropolitan Utilities District.

Updated OPPD solar energy information.

Updated energy consumption charts to reflect the most recent data available.

Section 6 – Recommendations:

For each of the short-term, mid-term, and long-term recommendations, a comment was added to reflect its status. Some of these recommendations have been implemented, some are in progress, and some are yet to be implemented. Staff is also suggesting changing the timing of some of these recommendations, to make no changes to some of them, or in some cases delete the recommendation.

Recommendations specific to Olde Towne were also added, as well as a recommendation regarding the need for infrastructure along the Highway 34 corridor.

A recommendation to develop Entertainment District guidelines was added.

A recommendation to develop a redevelopment plan for the Galvin Road South corridor (and entrance to Offutt Air Force Base) was added.

A statement regarding the completion of the planned library renovation was included.
A statement regarding the city's commitment to the Bee City USA designation was added.

A recommendation for additional splash pads was included.

Appendices:

These are background information and for the most part, were not updated. Staff did update information pertaining to city facilities, parks, and employment.

The document you are viewing was formatted from the original Word document, and then converted to a pdf document. Consequently, there may be formatting errors you find. These will be corrected in the document prior to public posting.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the revisions and to include updates to the Future Land Use Map

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the 2021 update to include requested revisions/additions.

Table of Contents

<i>Introduction</i>	1
<i>Vision and Goals</i>	13
<i>Land-Use Plan</i>	17
<i>Transportation Plan</i>	67
<i>Energy Element</i>	91
<i>Recommendations</i>	110
 <i>Appendices</i>	
Terms	128
Background	141
Community Character Assessment	224
Community Input Survey	253

CITY OF BELLEVUE VISION STATEMENT AND GOALS

VISION STATEMENT

We want Bellevue to be a community that devotes serious and sustained effort to the enhancement of the city's economic, cultural, historic and natural resources through balanced and responsible urban planning and development practices. We want Bellevue to be a community that contains a variety of housing, employment opportunities, and organizations. We want Bellevue to be a community that has opportunities for everyone to grow and develop in a clean and safe environment.

LAND USE GOALS

Preserve and protect the Air Installation Compatible Use Zone (AICUZ)

Mix land uses at the finest grain the market will permit and include civic / public uses in the mix.

Plan for higher density near commercial centers, transit stops, parks, schools, and civic centers.

PLANNING POLICY GOALS

Define design and site-orientation criteria for commercial / shopping / business centers to encourage all-purpose activity, e.g. walking, parking, community events, etc.

PARK & RECREATION GOALS

Encourage parks and open space within walking distance (i.e. ¼ mile) from the center of every neighborhood.

NATURAL RESOURCES GOALS

Identify and preserve riparian corridors to decrease the likelihood of destructive flooding and provide natural, open space areas in the community.

HOUSING GOALS

Contribute to the metropolitan areas job-housing balance.

Create more choices for all types of housing (single family, multi family, apartments, new construction, rehabilitation) to better serve the increasingly diverse residents of Bellevue

ECONOMIC DEVELOPMENT GOALS

Concentrate commercial centers (employment) in compact centers or districts.

Make shopping centers and business parks into all-purpose activity centers.

TRANSPORTATION GOALS

Keep vehicle miles traveled (VMT) below the metropolitan area average.

Identify and preserve future transportation corridors for the connection of old and new development.

Ensure good north-south and east-west through streets.

NEIGHBORHOOD GOALS

New subdivisions (SIDs) should be designed as interconnected neighborhoods with well-defined centers and edges.

Require street, trail, and pedestrian connections between old and new neighborhoods and between residential and commercial developments, which include convenience shopping opportunities.

COMMUNITY CHARACTER GOALS

Establish design guidelines, for new construction, in areas of civic importance that incorporate: distinctive lighting, landscaping / street trees, and unique architectural character.

PUBLIC FACILITIES GOALS

Identify and preserve school sites and encourage the donation of them if necessary to attract or guide new school development.

City of Bellevue Recommendations

SHORT TERM (1 – 5 Years)

Review and update nuisance ordinance.

Increase code enforcement efforts.

Establish activity center guidelines.

Develop bonuses in the zoning code for redevelopment areas/sites.

Develop ordinances to protect environmentally sensitive areas.

Establish public/private partnerships to implement the Fort Crook Redevelopment Plan.

Promote city recreation activities and opportunities.

Make the AICUZ an asset to the community (i.e. open space, linear park connecting to other park and trail systems) while protecting Offutt Air Force Base from encroachment from development.

Promote ADA accessibility in older buildings, residential structures, and neighborhoods.

Install storm sewer in areas where appropriate.

Establish a community brand and slogan.

Establish relationships between other area planning municipalities with intent of regional planning.

Create zoning standards that address landscaping, public amenities, screening, site/building amenities, signage, and parking.

Establish a partnership between Bellevue and Bellevue University to support business incubator.

Conduct an affordable housing study, with emphasis on renter occupied housing.

Encourage even distribution of multi-family housing throughout Bellevue.

Encourage greater housing diversity and styles within neighborhoods.

Place trails in active and scenic areas.

Work with local utility providers, school districts, etc. to create development policies that encourage contiguous development by shifting the cost of development more to developers as they move farther away from the city's fringe.

Incorporate maintenance for facilities into the Capital Improvement Plan (CIP).

Perform comprehensive plan review annually and update the document every 2 – 5 years.

Develop guidelines to implement sustainable development and "green" initiatives.

Establish consistent and comprehensive programs, entities and/or initiatives which foster collaboration and coordination with Offutt AFB.

Establish a large industrial park southeast of Offutt

Apply for greenway trail grants

Solicit developers to partner with the city for projects in redevelopment areas.

Develop a community signage/wayfinding program.

Develop a plan for redevelopment along the Galvin Road South corridor near the intersection of Mission Avenue and Lincoln Road, leading to Offutt AFB

Complete the library renovation

Secure the continued viability of Offutt Airforce Base.

Adopt an overlay zone and related standards governing land development located within the Imaginary Surfaces MCA and BASH.

Evaluate permit, zoning, and subdivision actions against the goals established in the Offutt AFB Joint Land Use Study Final Report

Support regional cooperation to control stormwater management and minimize flooding risk.

Develop a housing rehabilitation assistance program, in conjunction with neighborhood associations, to preserve Bellevue's housing.

Acknowledge and commit to the Bee City USA designation, working in cooperation with Green Bellevue

M I D T E R M (6 – 1 0 Y e a r s)

Work with the county to transfer ownership of rundown properties to the City or non-profits.

Assist residents in the development of neighborhood associations.

Establish a first time housing buyer program through a cooperative effort with the city, local banks, and developers.

Create city-initiated housing program to acquire and distribute vacant parcels of land.

Set aside environmentally sensitive areas as open space, and work with stakeholders to place these areas in the ownership of public and/or quasi-public agencies.

Establish paving districts that provide better connectivity through the installation of sidewalks.

Where bike lanes or trails are not feasible, increase the sidewalk width to handle larger capacities.

Support regional cooperation to control stormwater management and minimize flooding risk.

Institute traffic calming measures along appropriate Bellevue roadways.

Develop access management guidelines for major corridors in the community.

Add additional splash pads as a recreational opportunity for residents

Develop a home ownership program designed to attract residents to older neighborhoods.
Identify neighborhood areas that are primed for conservation or enhancement efforts.

LONG TERM (10+ Years)

Upon identification of brownfields, work with state, local, and national agencies to clean up sites and encourage redevelopment.

City of Bellevue District Recommendations

OLDE TOWNE

Implement rehabilitation programs for properties in the Old Towne area.

Encourage and allow 2nd floor residential.

Extend 6 to 8 foot sidewalks from the central business district to Haworth Park, and from the central business district to Washington Park, and from the central business district to the northern Offutt entrance.

Improve access to Olde Towne.

Increase housing style/diversity in Olde Towne.

Extend Mission Avenue streetscape to Haworth Park.

Establish a historic walking **and biking** tour of Olde Towne.

Establish consistent signage for historic buildings and areas.

CENTRAL

Evaluate east/west connector roads.

Establish trails that connect parks and neighborhoods.

~~Convert either Cascio Pool or Dowding Pool to a water park.~~

Evaluate students' needs of Bellevue University that would affect land use decisions.

Build on the success of the Galvin Road commercial/residential transition.

Create consistent sidewalk network that joins popular pedestrian activity centers, including: Bellevue East, the library, Bellevue University, Offutt, the community center, and Dowding Pool.

Enhance the northern Offutt entrance, on Lincoln Road.

Establish and foster partnerships between the city, Bellevue University, and area developers.

Promote central location.

FONTENELLE

Capitalize on 'forest' theme.

Establish street paving standards and criteria.

Preserve land for open space and trails.

Establish trail network.

Promote affordable housing option.

BELLEVUE BOULEVARD WEST

Promote infill development.

Redevelop Fort Crook road.

Establish linkages to Fontenelle Forest and other area activities and amenities.

Rehabilitate existing parks.

Replace antiquated playground equipment with modern equipment.

Better integrate commercial areas with residential areas.

Encourage greater diversity of housing styles and price ranges.

Make this area more pedestrian friendly.

INDUSTRIAL

Rezone area to encourage redevelopment.

Promote infill development opportunities.

Establish landscaping buffering requirements to shield unpleasant views.

Study and review 15th and Cornhusker Road intersection.

NORTHWEST

Promote housing rehabilitation programs.

Extend Papio Trail connector points with other parks.

Promote infill development opportunities.

Establish sidewalk network in areas of high pedestrian activity, including Bryan High, Gross, Bellevue West.

Encourage additional commercial and retail development.

Link parks via a trail system.

SOUTHWEST

Encourage greater housing diversity and style within neighborhoods.

Encourage a greater mix of retail and commercial land uses.

Integrate Papio Trail with neighborhoods.

Make this district more pedestrian **and bike** friendly **by a connector trail**.

1.0 Introduction

1.1 Definition of a Comprehensive Plan

A comprehensive plan, also known as a comprehensive development plan as defined by Nebraska state statutes, establishes a vision for future growth over a 20- to 30-year period. Comprehensive plans are anticipatory, forward thinking, and long range in nature. A comprehensive plan is a tool that is designed and developed to help a community determine its needs and set goals and recommendations to direct future development. The plan should serve as the foundation for local planning programs, policies, and principles.

The Bellevue Comprehensive Plan was created to serve the needs of citizens, city staff, and elected and appointed officials. The goals, policies, and recommendations described in this plan are based on information gathered during public forums, a community assessment survey, and several meetings with an advisory committee. The Bellevue Comprehensive Plan describes a future vision of the community and also recommends a method for attaining this vision.

The Bellevue Comprehensive Plan was created in accordance with the following key planning principles:

- 1.) The Bellevue Comprehensive Plan is intended to be used as a guideline and decision-making tool for community development. This document is broad in its approach and does not include specific lot-level recommendations.
- 2.) The Bellevue Comprehensive Plan expects that public policy decisions, in concert with market forces, will determine the implementation timeline.
- 3.) The Bellevue Comprehensive Plan is governed by Bellevue zoning and subdivision regulations.
- 4.) The Bellevue Comprehensive Plan contains recommendations that promote quality development that is congruent with the vision of the community.

1.2 Purpose of the Bellevue Comprehensive Plan

The purpose of a comprehensive plan is to describe what a community wants to become in the future. This description is best accomplished by establishing accurate population projections, determining future land use needs, anticipating growth patterns, and making land-use recommendations that ensure the health, safety, and general welfare of all residents.

Successful execution of the Bellevue Comprehensive Plan will ensure predictable, orderly, and contiguous growth that follows existing infrastructure. The plan also identifies future infrastructure improvements and park placements, as well as the location of future residential, commercial, and industrial growth areas. The Bellevue Comprehensive Plan conforms to Nebraska state statutes. It will function as a guideline, or compass, for the Bellevue Planning Commission and will help steer and direct Bellevue planning policy.

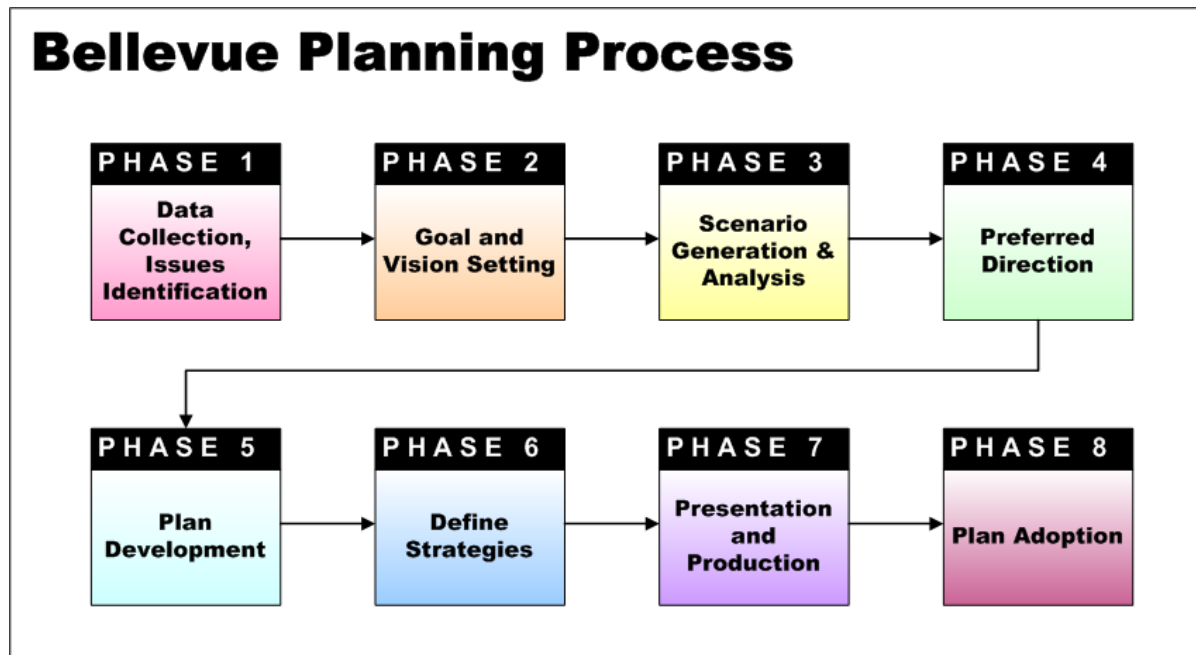
1.3 Bellevue Comprehensive Planning Process

The city of Bellevue first assembled an advisory committee to help steer the direction of the comprehensive plan. The committee consisted of members of the Planning Commission and area regional planning authorities, individuals from the business community, and interested community residents. Advisory committee and community feedback served as the basis for the development of the Bellevue Comprehensive Plan. The life cycle of Bellevue's planning process consisted of eight phases.

In the initial phase, we worked to develop a sound understanding of existing conditions in the community by collecting data and identifying important issues. Phase two involved summarizing the data and then working with the community to define goals and visions, which then set the tone for the development of the comprehensive plan. Phase three involved the creation of alternative development scenarios and the identification of the advantages and disadvantages of each scenario. In phase four, the planning staff and advisory committee selected a preferred direction. Phase five consisted of developing a draft comprehensive plan. Phase six explored specific implementation strategies that the community could undertake to fulfill the visions, goals, and guiding principles described within the draft.

The completed plan was then presented to both the Planning Commission and the City Council in phase seven. The final step was the formal adoption of the plan by the Planning Commission and the City Council. Ongoing implementation ensures that Bellevue is consistent with the guidelines detailed within the plan.

The Bellevue Comprehensive Plan was developed over the course of several months. The advisory committee met several times during the planning process to provide critical input and guidance on land use and community development issues. Interviews, work sessions, and qualitative surveys were used to gather input on current Bellevue challenges and future opportunities.



1.4 Elements of the Bellevue Comprehensive Plan

The Bellevue Comprehensive City Plan contains six major sections:

- **Introduction.** This section introduces basic comprehensive planning concepts and processes.
- **Vision and Goals.** This section describes the community vision and goals.
- **Land-Use Plan.** This section first evaluates Bellevue's existing land-use characteristics and then describes a development concept that embodies the values, vision, and goals of the Bellevue community.
- **Transportation Plan.** This section contains a detailed evaluation of Bellevue's existing transportation system conditions, access management system, and suggested street system improvements.
- **Energy Element.** This section assesses energy infrastructure and energy use by sector, including residential, commercial and industrial sectors; evaluates utilization of renewable energy sources; and promotes energy conservation measures that benefit the community.
- **Recommendations.** This section consists of specific short-term, mid-term, and long-term strategies that Bellevue can implement to achieve its community goals.
- **Appendices**
 - Terms
 - Background
 - History
 - Demographics
 - Parks and Recreation
 - Public Facilities
 - Schools
 - Utilities
 - Community Character Assessment

- Community Survey
- Development Alternatives

2.0 Vision and Goals

Planning for a community's future is an ongoing process of setting goals and solving existing problems that face the community to establish livable places. Planning also provides a powerful tool that people can use to achieve their vision for the future.

2.1 Community Vision

In simple terms, a vision is an image of a future that a community seeks to achieve. Effective vision statements are detailed, inspiring, and help motivate a community to advance toward this desired future state.

A community's vision is, first and foremost, concerned with values. Vision statements embody and depict values that are near and dear to community residents. The purpose of a vision statement is to provide community residents with an image of what the future would look like if those things valued became reality. The power of a vision to motivate, energize, and galvanize a community is dependent on how well it captures those things community residents deeply desire.

Community leaders gain new insight about what is not wanted and what changes residents are willing to make and accept by first establishing a clear and easy-to-understand vision statement that describes a community's wants and needs.

Early in the planning process, the Bellevue Comprehensive Plan steering committee members participated in an exercise to help identify community values in Bellevue. The results of this exercise identified the following key vision statements that embody and encompass a desired future that Bellevue can achieve:

We want Bellevue to be a community that devotes serious and sustained effort to the enhancement of the city's economic, cultural, historic, and natural resources through balanced and responsible urban planning and development practices. We want Bellevue to be a community that contains a variety of housing, employment opportunities, and organizations. We want Bellevue to be a community that has opportunities for everyone to grow and develop in a clean and safe environment.

2.2 Community Goals

Vision statements describe a future state, but goals provide purpose and direction. Although general in nature, goals describe how a community can attain its vision. Goals are statements that indicate a desired result that is typically long term and strategic.

Transportation

- Keep vehicle miles traveled (VMT) below the metropolitan area average.
- Identify and preserve future transportation corridors for the connection of old and new developments.

Land Use

- Preserve and protect the Air Installation Compatible Use Zone (AICUZ).
- Mix land uses at the finest grain the market will permit; and include civic, or public, uses in the mix.
- Plan for higher density near commercial centers, transit stops, parks, schools, and civic centers.

Neighborhoods

- Design new subdivisions as interconnected neighborhoods with well-defined centers and edges.
- Require street, trail, and pedestrian connections between old and new neighborhoods and between residential and commercial developments, including convenience-shopping opportunities.

Housing

- Contribute to the metropolitan area's job-housing balance.
- Create more choices for all types of housing (single family, multifamily, apartments, new construction, middle/lower income, mixed use, and rehabilitation) to better serve the increasingly diverse residents of Bellevue.

Parks and Recreation

- Encourage parks and open space within walking distance (i.e., ¼ mile) from the center of every neighborhood.

Public Facilities

- Identify and preserve sites for new schools, and encourage the donation of land if necessary to attract or guide new school development.
- **Complete the planned library renovation**

Natural Resources

- Identify and preserve riparian corridors to decrease the likelihood of destructive flooding, and provide natural open-space areas in the community.

Economic Development

- Concentrate commercial centers (employment) in compact centers or districts.
- Make shopping centers and business parks into all-purpose activity centers.

Planning Policy

- Define design and site-orientation criteria for commercial, shopping, and business centers to encourage all-purpose activities, e.g., walking, parking, community events, etc.

Community Character

- Establish design guidelines for new construction in areas of civic importance that incorporate: distinctive lighting, landscaping such as street trees, and unique architectural character.

2.3 Strategic Planning

In January 2018 the Bellevue City Council adopted a 2018-2019 Strategic Planning document which re-confirmed the previously adopted goal, mission, vision, and core values statements for how the City will operate and serve the community. These statements, along with the vision and goals listed above, can jointly be implemented to bring about successful growth and development of the City.

Strategic Plan Mission Statement

To be one of the nation's best cities in terms of fiscal responsibility, environmental stewardship, innovation, integrity, continuous growth, and economic vitality.

Bellevue will provide exceptional customer service, uphold the public interest and advance the Community Vision.

Strategic Plan Organizational Vision Statement

Be a collaborative and innovative organization that is future-focused and committed to excellence.

Strategic Plan Core Values

Stewardship
Innovation
Integrity
Commitment to Employees
Exceptional Public Service
Community Participation

3.0 Land-Use Plan

All land within the community must be inventoried before making land-use projections. Existing land-use categories are more detailed and descriptive than zoning districts because these categories identify what is actually built, not just planned. The following section of the comprehensive plan evaluates the location and total area of all types of land use in Bellevue.

3.1 Existing Land Use

The Existing Land Use section approximates the total acres of each type of land use in Bellevue. Much of Bellevue's population resides outside the city limits but inside Bellevue's extraterritorial jurisdiction (ETJ) area, so the existing land use in Bellevue are reported for two areas—the area inside Bellevue's city limits and the area inside Bellevue ETJ.

The breakdown of land use in these two areas is first summarized. This summary is followed by detailed information about each type of land use.

Table 3-1 lists the total acres and the corresponding percentages of total land area for each type of land use within Bellevue's city limits, as well as within Bellevue's ETJ area. Land-use types are listed in the far left-hand column and the acres and percentages are listed to the right of that column. The pale yellow columns list the acres and percentages for each type of land use within the Bellevue city limits, the pale green columns list the acres and percentage of area within Bellevue's ETJ area, and the pale blue columns list the total acres and percentages for each type of land use from the combined area—within the city limits and the ETJ area.

Bellevue Existing Land Use

Land Use Type	Area Inside City Limits	% of Area Inside City	Area Inside ETJ (Acres)	% of Area Inside ETJ	Total Area	% of Total Area
Single-Family Residential	3,678.6	49.8%	1,905.7	12.2%	5,584.3	24.4%
Medium Density Residential	316.6	4.3%	103.9	0.7%	420.5	1.8%
Mobile Home	69.8	0.9%	0.0	0.0%	69.8	0.3%
Office	86.3	1.2%	31.2	0.2%	117.6	0.5%
Retail	328.5	4.4%	106.5	0.7%	434.1	1.9%
Major Commercial	115.2	1.6%	0.0	0.0%	115.2	0.5%
Hotel	19.9	0.3%	10.3	0.1%	30.2	0.1%
Light Industrial	40.6	0.5%	36.6	0.2%	77.2	0.3%
Heavy Industrial	68.7	0.9%	63.8	0.4%	132.5	0.6%
Manufacturing	63.4	0.8%	0.0	0.0%	63.4	0.3%
Park	544.1	7.4%	652.7	4.2%	1,196.7	5.2%
Open Space	511.5	6.9%	644.5	4.1%	1,156.1	5.0%
Educational	438.7	5.9%	75.5	0.5%	514.3	2.2%
Medical Hospital	12.9	0.2%	32.9	0.2%	45.9	0.2%
Civic	156.1	2.1%	70.6	0.4%	226.7	0.9%
Public	16.0	0.2%	8.8	0.1%	24.8	0.1%
Utilities	304.4	4.1%	87.7	0.5%	392.1	1.7%
Vacant Lots	294.7	3.9%	759.2	4.9%	1,053.9	4.6%
Agriculture	315.9	4.2%	10,956.8	70.5%	11,272.7	49.2%
Total	7,382.4	100%	15,546.0	100%	22,928.4	100%

Table 3-1: Bellevue Existing Land Use

Bellevue City Limits (pale yellow columns)

The City of Bellevue contains approximately 7,382 acres. Single-family residential occupies the largest number of acres and represents the largest percentage of land-use area, 49.8 percent, within the city limits. Parks and open spaces account for the second largest land use within Bellevue's city limits, representing 14.3 percent of the total land-use area. The remaining use of land in Bellevue is well diversified. No other category of land use represents more than 6 percent of Bellevue's total available land-use area.

Update: After extensive annexations in 2019, the City of Bellevue currently contains 13,453 acres.

Bellevue Extraterritorial Jurisdiction (pale green)

Bellevue's ETJ area contains approximately 15,546 acres. Agricultural use represents the major type of land use, accounting for 10,956 acres, or 70.5 percent, of the available land. Single-family residential represents the second-most popular category and accounts for 12.2 percent of the total land area. Much of Bellevue's recent residential growth has occurred within the ETJ area. An increasing amount of land, currently designated for agriculture use, is expected to be developed for use as low-density residential. Parks and open spaces occupy 1,287 acres, or 8.3 percent, of the total land in the ETJ area. These land-use categories—agriculture, low-density residential, and parks and open spaces—are the dominant categories found within the ETJ area. No other category occupies more than 1 percent of the land, with the exception of vacant lots.

Total Bellevue Land-Use Area (pale blue)

The total percentage of Bellevue's available land-use area, including the area within the city limits and the ETJ area, devoted to single-family residential is 24.4 percent. Nearly 50 percent of Bellevue's available land-use area is used for agriculture.

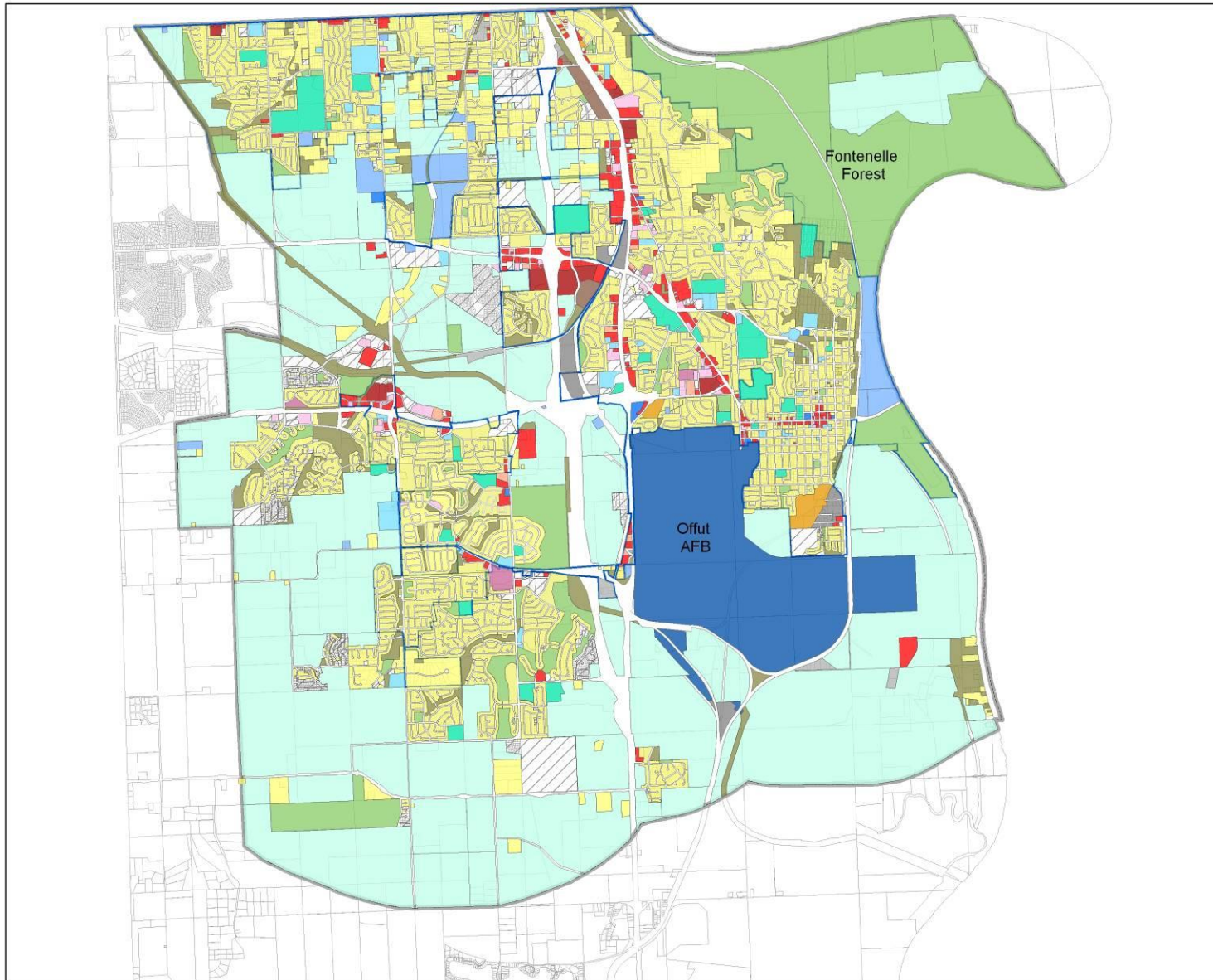
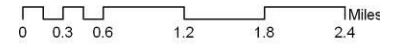
Bellevue Comprehensive Plan

Bellevue, Nebraska

Existing Land Use

Legend

- Single Family Residential
- Medium Density Residential
- Mobile Home
- Office
- Retail
- Major Commercial
- Hotel
- Light Industry
- Heavy Industry
- Manufacturing
- Offut Air Force Base
- Park
- Open Space
- Educational
- Medical Hospital
- Public
- Quasi-Public
- Utilities
- Vacant Lots
- Agriculture
- Bellevue ETJ
- Bellevue City Limit



Map 3-1: Existing Land Use

Single-Family Residential

Like most Nebraska communities, Bellevue is predominately a community of single-family residences. Bellevue's early residential sections, especially near Olde Towne, were platted in a grid-like pattern. These neighborhoods typically had lots that were deep and narrow and contained up to 12 lots, or houses, per block. Early residential growth occurred near Olde Towne and along Bellevue Boulevard. Recent development is occurring primarily in the southwest, although pockets of vacant sites continue to be developed throughout Bellevue. Bellevue's newer residential areas consist primarily of curvilinear streets and are more suburban in character. A large percentage of homes, 30.2 percent, were constructed between 1970 and 1979. The prevailing housing style during this decade was ranch and split-entry homes.



Photo 3-1: A Bellevue Single-Family Residence

The land-use inventory identified single-family residential as occupying a total of 3,678 acres, or 49.8 percent of the available land-use area, within the city limits. Another 1,906 acres of land is designated as single-family residential in the ETJ area. This type of land use occupies 5,634 acres, or 20.6 percent of the total available land-use area, in Bellevue when both areas (the area within the city limits and the ETJ area) are combined.

Mobile Home Residential

Mobile homes are typically manufactured in factories instead of on-site and, as a result, are often less expensive than homes built on site. Mobile home districts provide housing alternatives to the citizens of Bellevue. Bellevue contains two mobile-home parks. Bellevue's largest mobile home park is located south of 29th Avenue, between Franklin Street and Hancock Street. Bellevue's second mobile home park is more centrally located—just south of Highway 370 and east of Fort Crook Road.



Photo 3-2: A Bellevue Mobile-Home Residence

Mobile home parks occupy 69 acres, or less than 1 percent of the available land-use area, within Bellevue's city limits. Bellevue does not have any mobile-home parks in the ETJ.

Multifamily Residential

Multifamily residences are buildings that accommodate two or more families. Examples include apartment complexes, duplexes, and townhouses. Apartment buildings appear to be the most popular multifamily residence in Bellevue.

Multifamily residences are scattered throughout the city and account for a total of 316 acres, or 4.3 percent of the available land-use area. Multifamily residences are also scattered throughout Bellevue's ETJ area and account for a total of 103 acres, or 0.6 percent of the available land-use area. Multifamily residences occupy a total of 420.5 acres, or 1.8 percent, of the total available land in Bellevue when both areas are combined.

Office

Office buildings and land function as employment centers for Bellevue residents. Bellevue recently constructed the Lockheed Martin building near Lakewood Villages on Maass Road and the Northrop Grumman building on Samson Way.

Most office buildings and land are located within Bellevue's city limits and occupy 86 acres, or 1.1 percent, of the available area. They occupy another 31 acres, or 0.2 percent, of the available land in Bellevue's ETJ area. This type of land use occupies 117 acres, or 0.5 percent, of the total available land in Bellevue when both areas are combined.



Photo 3-3: A Bellevue Multifamily Residence



Photo 3-4: A Bellevue Office Building

Retail and Commercial

Bellevue's retail centers and commercial districts are primarily located in the following areas: along Fort Crook Road, Cornhusker Road between 25th Street to the west and Kennedy Freeway to the east, near the intersection of Galvin Road and Harvell Drive, in Olde Towne, and in the Twin Creek area at 36th Street and Highway 370. Smaller retail centers are scattered throughout the community. Olde Towne was Bellevue's original central business district and still provides a variety of niche and "mom-and-pop" retail and commercial shops. The emergence of Fort Crook Road in the 1950s transferred most retail and commercial activity to this highly active corridor. The amount of commercial activity along Fort Crook Road has waned over the past several decades, largely resulting from the transference of traffic from Fort Crook Road to the Kennedy Freeway. Today, the intersection of the Kennedy Freeway with Cornhusker and the Twin Creek area have become Bellevue's most active retail centers.



Photo 3-5: The Bellevue Olde Towne Commercial District

Retail centers and commercial districts occupy a total of 443 acres, or 5.9 percent, of the available land within Bellevue's city limits and 105.6 acres, or 0.6 percent, within the ETJ area. This type of land use occupies 272.9 acres, or 1 percent, of the total available land in Bellevue when both areas are combined.

Hotel

Hotels and motels provide lodging for individuals who live outside Bellevue. Most Bellevue hotels are located within the city limits, along Fort Crook Road, Cornhusker Road, or Highway 370. Several hotels and motels are also located in the ETJ area.



Photo 3-6: The Bellevue Holiday Inn Express Hotel

Hotels and motels currently occupy 19.9 acres, or 0.2 percent, of the available land-use area within Bellevue's city limits and 10.2 acres, or less than 1 percent, within the ETJ area. This type of land use occupies a total of 30.2 acres, or less than 1 percent, of the total available land in Bellevue when both areas are combined.

Industrial and Manufacturing

Bellevue's industrial and manufacturing centers are generally clustered around Fort Crook Road and at the southeastern corner of Bellevue, near the intersection of Industrial Drive and Harlan Lewis Road. Patches of industrial and manufacturing centers are also located at the southeast corner of the intersection of 13th Street and Capehart Road, at the intersection of 5th Street and Harlan Lewis Road, and at the intersection of 25th Street and Josephine Street.

Bellevue contains a total of 172.7 acres of industrial and manufacturing centers within the city limits—a surprisingly low 2.2 percent of the available land. Another 100.3 acres, or less than 1 percent, are located in the ETJ area. This type of land use occupies 272.9 acres, or 1 percent, of the total available land in Bellevue when both areas are combined.



Photo 3-7: The Bellevue Industrial Yard

Parks and Open Space

Bellevue's largest recreational attraction is Haworth Park. This large regional park is situated on 155 acres and is located at the intersection of Highway 370 and Payne Drive. The park offers playground facilities, ball fields, an ice rink, tennis courts, and scenic vistas overlooking the Missouri River, as well as a broad range of recreational activities, including picnicking and hiking, and camping facilities. In addition, Bellevue has 33 other miniparks and neighborhood and community parks. Open space includes floodplains, naturally wooded areas, and open areas between subdivisions and neighborhoods.

The city is currently developing the area commonly known as Kramer Park, just north of Haworth Park. This area is planned to be developed with recreation fields, open space, trails, a small lake, and a wooded natural area. Kramer Park will add approximately 130 acres to the city's park inventory.



Photo 3-8: Everett Park

Parks and open space account for 1,055 acres, or 14.3 percent, of the available land within Bellevue's city limits and 1,297 acres, or 8.2 percent, in the ETJ

area. This type of land use occupies 2,367 acres, or 8.7 percent, of the total available land in Bellevue when both areas are combined.

Educational

Educational facilities include elementary and secondary schools, universities, and administration buildings. Bellevue is served by four public school districts: Bellevue, Papillion-La Vista, Omaha, and South Sarpy. Other educational facilities include Bellevue University, several private schools (including St. Mary Elementary School, Bellevue Christian Academy, and Cornerstone Christian), and the Bellevue's new public school administration building. Several large educational facilities border Harvell Drive. Bellevue East High School is located one block south of Harvell Drive, on High School Drive. Bellevue University continues to expand on land located at the southwest corner of Harvell Drive and Galvin Road. Logan Fontenelle Middle School, Wake Robin Elementary, and Bellevue Christian Academy are all located just north of Harvell Drive, between Kayleen Drive and Lincoln Road. Gross High School and Bryan High occupy large swaths of land in northwest Bellevue. **Omaha Public Schools is expanding their elementary school offerings in the city with a new school being constructed near the intersection of Childs Road and Nebraska Drive.**



Photo 3-9: Bellevue Avery Elementary School

Bellevue's educational institutions are overwhelmingly located within the city limits, occupying 438.7 acres, or 5.9 percent, of the available land. Educational institutions occupy another 75.5 acres, or less than 1 percent, in the ETJ area. This type of land use occupies 514.2 acres, or 2.2 percent, of the total available land in Bellevue when both areas are combined.

Medical and Hospital

Medical facilities include health clinics, outpatient health facilities, community health services, and nursing homes. The Ehrling Bergquist Clinic, located at 2501 Capehart Road, provides medical services to active or retired military personnel. On May 16, 2006, the Nebraska Medical Center announced plans to build a new hospital at the southwest corner of 25th Street and Highway 370. This facility was completed in 2010 and includes emergency services, intensive care, inpatient and outpatient surveys, and other health-care services. The hospital includes 91 private inpatient and observation beds. The 270,000 square foot hospital also includes an attached 62,000 square foot medical office building.



Photo 3-10: Medical Office Building

Medical facilities occupy 12.9 acres, or less than 1 percent, of the total land within Bellevue's city limits. Perhaps surprisingly, the medical facilities and hospital occupy 32.9 acres in the ETJ area, which only accounts for less than 1 percent of Bellevue's ETJ total land area. This type of land use occupies 45.9 acres, or 0.2 percent, of the total available land in Bellevue when both areas are combined.

Quasi-Public

Quasi-public lands and facilities are those that are privately owned but available to the public. Bellevue's quasi-public lands and facilities include churches, cemeteries, and community centers.

Quasi-public lands and facilities occupy only 16 acres (less than 1 percent) and 8.7 acres (0.5 percent) of the total land in Bellevue's city limits and in Bellevue's ETJ area, respectively. This type of land use occupies 24.8 acres, or less than 1 percent, of the total available land in Bellevue when both areas are combined.

Public

Public land includes land and buildings that are owned and operated by the City of Bellevue, including City Hall, the police station, the four fire stations, the fire training facility and conference center, and the library.

As expected, most public land is located within Bellevue's city limits and occupies a total of 283.8 acres, or 3.8 percent, of the total land. Public land occupies another 70.5 acres in Bellevue's ETJ area. Fire station #4, located at 13501 South 25th Street, is an example of public land located inside Bellevue's ETJ area. This type of land use occupies 354.4 acres, or 1.5 percent, of the total available land in Bellevue when both areas are combined.



Photo 3-11: The Presbyterian Church



Photo 3-12: Bellevue Library

Utilities

Utilities include wastewater treatment plants, substations, electrical transformers, and lift stations. Bellevue's former Kramer Power Plant, located on land north of Haworth Park, constitutes the largest percentage of Bellevue's utility land-use area. However, this land is currently undergoing a transition. The Kramer facility has been dismantled and a new city park is being developed on this land. Once that occurs, the number of acres of utility land use will decrease significantly. The existing Kramer land is designated as a utility land use in this comprehensive plan.

Utilities occupy 176.7 acres, or 2.4 percent, of the total land in Bellevue's city limits. An additional 87.6 acres of land is occupied by utilities in Bellevue's ETJ area. This type of land use occupies 264.4 acres of the total available land in Bellevue when both areas are combined.

Vacant Lots

Vacant lots are lots that do not contain permanent buildings. Many of Bellevue's existing vacant lots are in the process of being developed or will be developed soon. The land-use survey considered empty lots in new subdivisions as being vacant. These vacant lots are distributed throughout Bellevue.

Vacant lots comprise a total of 294.6 acres, or 3.9 percent, of the available land within Bellevue's city limits and 759.2 acres, or 4.8 percent, in the ETJ area. This type of land use occupies 1,053.8 acres, or 4.6 percent, of the total available land in Bellevue when both areas are combined.



Photo 3-13: Bellevue Utility Line



Photo 3-14: Bellevue Vacant Lot

Agriculture

Historically, most of Nebraska's nonurbanized areas were for agriculture. Rapid urbanization has led to more-and-more farmland being developed. This urbanization is partly a result of more jobs in Nebraska's growing cities. Another trend in agriculture that has led to farmland conversion is the consolidation of farming. Together, these factors result in less-and-less agricultural land near and adjacent to cities.

Bellevue is somewhat unique in that quite a bit of agriculture is still conducted within the city limits. A total of 315.9 acres, or 4.2 percent, of the available land within Bellevue's city limits is used for agriculture. Bellevue's ETJ area has retained most of its rural character, with agriculture as the predominant type of land use. A total of 10,956.7 acres, or 70.4 percent, is used for agriculture in the ETJ area. As Bellevue continues to grow and develop land within this area, the number of acres used for agriculture is expected to decrease. This type of land use occupies a total of 11,272.7 acres, or 49.1 percent, of the available land in Bellevue when both areas are combined.



Photo 3-15: Bellevue Agriculture Land

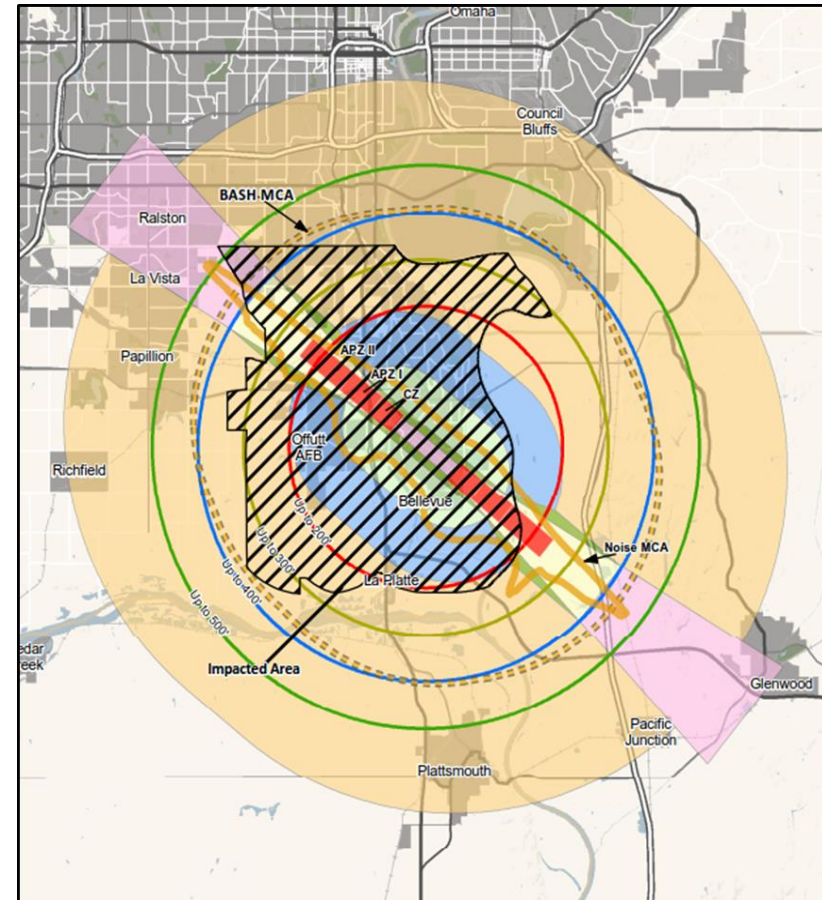
Offutt Air Force Base Offutt Air Force Base Joint Land Use Study Background

The Joint Land Use Study (JLUS) is a land use plan with specific implementation actions to ensure that civilian growth and development are compatible with vital training, testing, and other military operations at Offutt Air Force Base (AFB). The JLUS process promotes and enhances civilian and military communication and collaboration, serves as a catalyst to sustain the military mission, and promotes the public health, safety, quality of life, and economic viability of the region. The intent of this planning effort is to foster and enhance an ongoing working relationship between Offutt AFB, federal and state agencies, neighboring jurisdictions, and local organizations.

The Offutt AFB JLUS Area was designed to address all lands near Offutt AFB that may impact current or future military operations or be impacted by these military operations. A key strategy to guide compatible development and activities without over-regulation is the establishment of five Military Compatibility Areas (MCAs) and a Military Compatibility Area Overlay District (MCAOD). The proposed Offutt AFB MCAOD is an area that incorporates all of the MCAs.

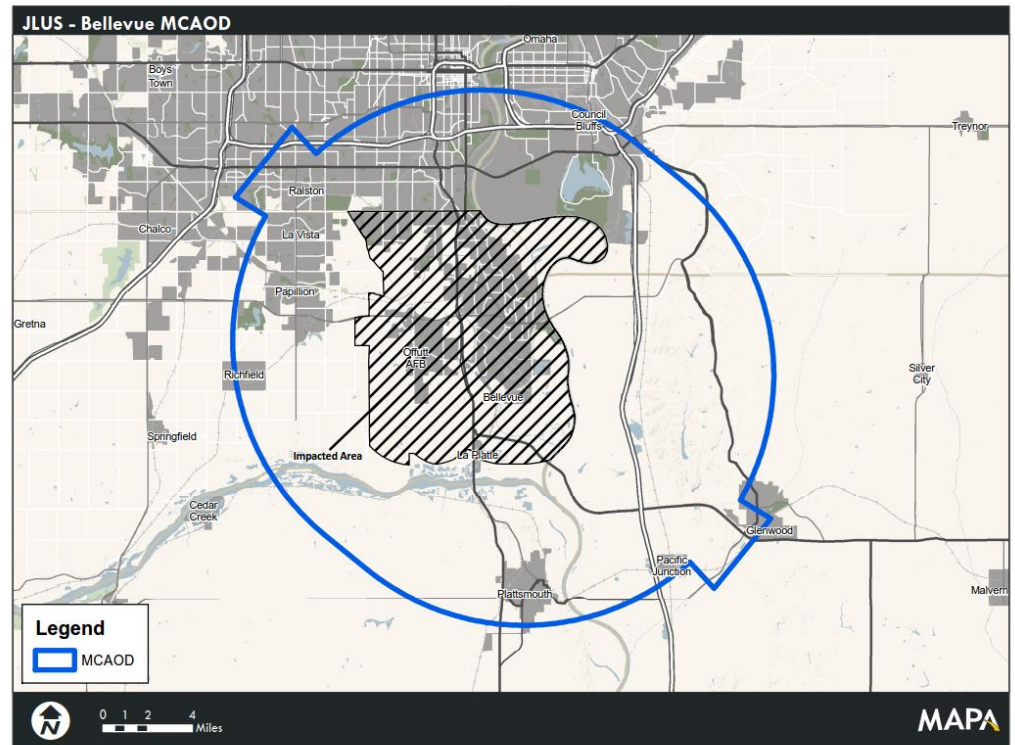
The MCAs, outlined in the image to the right, were designated to accomplish the following:

- 1) Promote an orderly transition between community and military land uses to ensure land use compatibility;
- 2) Protect public health, safety, and welfare;
- 3) Maintain operational capabilities of military installations and areas;
- 4) Promote an awareness of the size and scope of military training areas, while protecting areas separate from the actual military installation (e.g., critical air space) used for training purposes; and
- 5) Establish compatibility requirements within the five designated areas within the MCAOD.



Military Compatibility Area Overlay District (MCAOD)

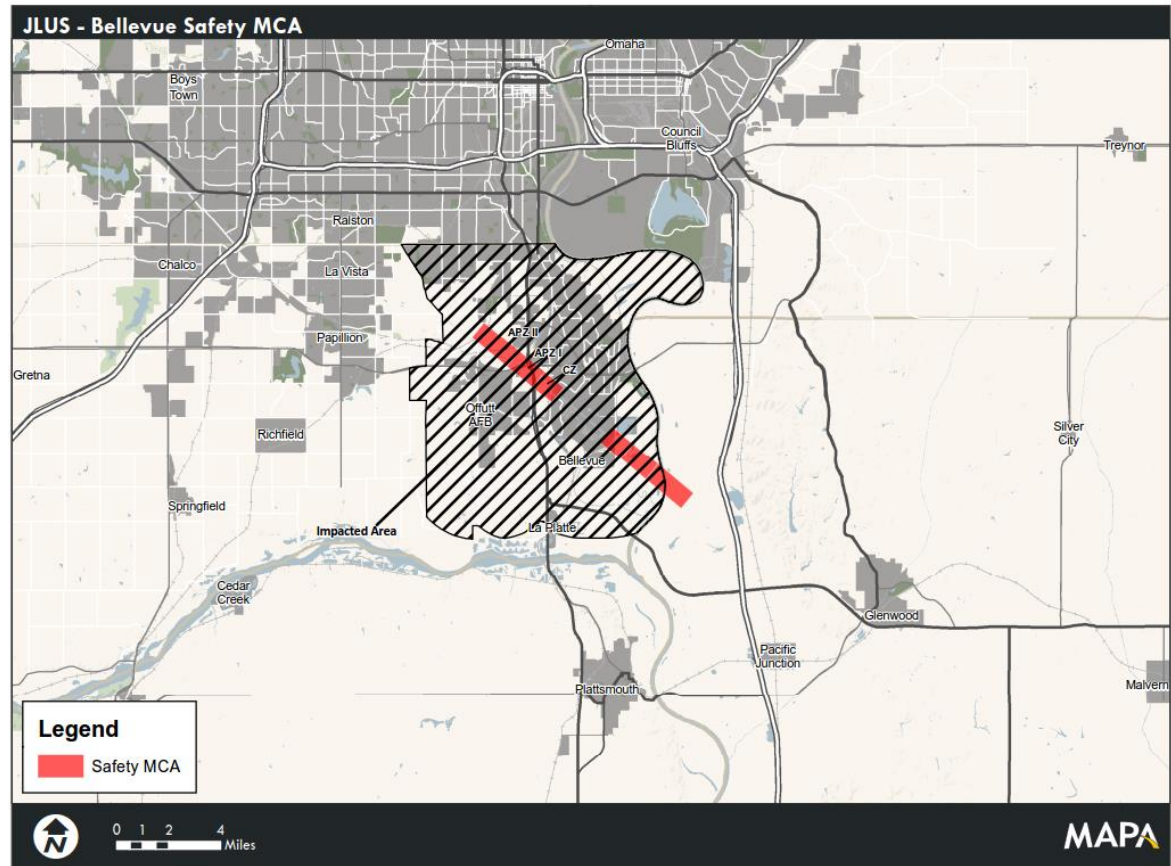
The Area contains a mixture of land use types. Various types of residential development are the most prevalent land use throughout the City. Commercial and office use are along Mission Avenue from Lincoln Road to Haworth Park, at the intersections of Hwy 370 and 36th Street, and Fort Crook Road and Harvell Drive. Much of the retail commercial uses are at the intersection of Hwy 75 and Cornhusker Road, along Fort Crook Road south of Harvell Drive, and along Galvin Road. Agricultural, parks and open spaces are located on the east side of the City along the Missouri River and agricultural uses along the Papio Creek and southeast Bellevue. Industrial uses are located south of Offutt AFB and along the rail line between Fort Crook Road and Hwy 75. Much of the flex space use is on the south and west side of Offutt AFB.



Clear Zone – The City enforces an Air Installation Compatible Use Zone (AICUZ). The only use allowed in the clear zone is agriculture. This includes the use of land for agriculture as the primary purpose of obtaining a profit by raising, harvesting, and selling crops.

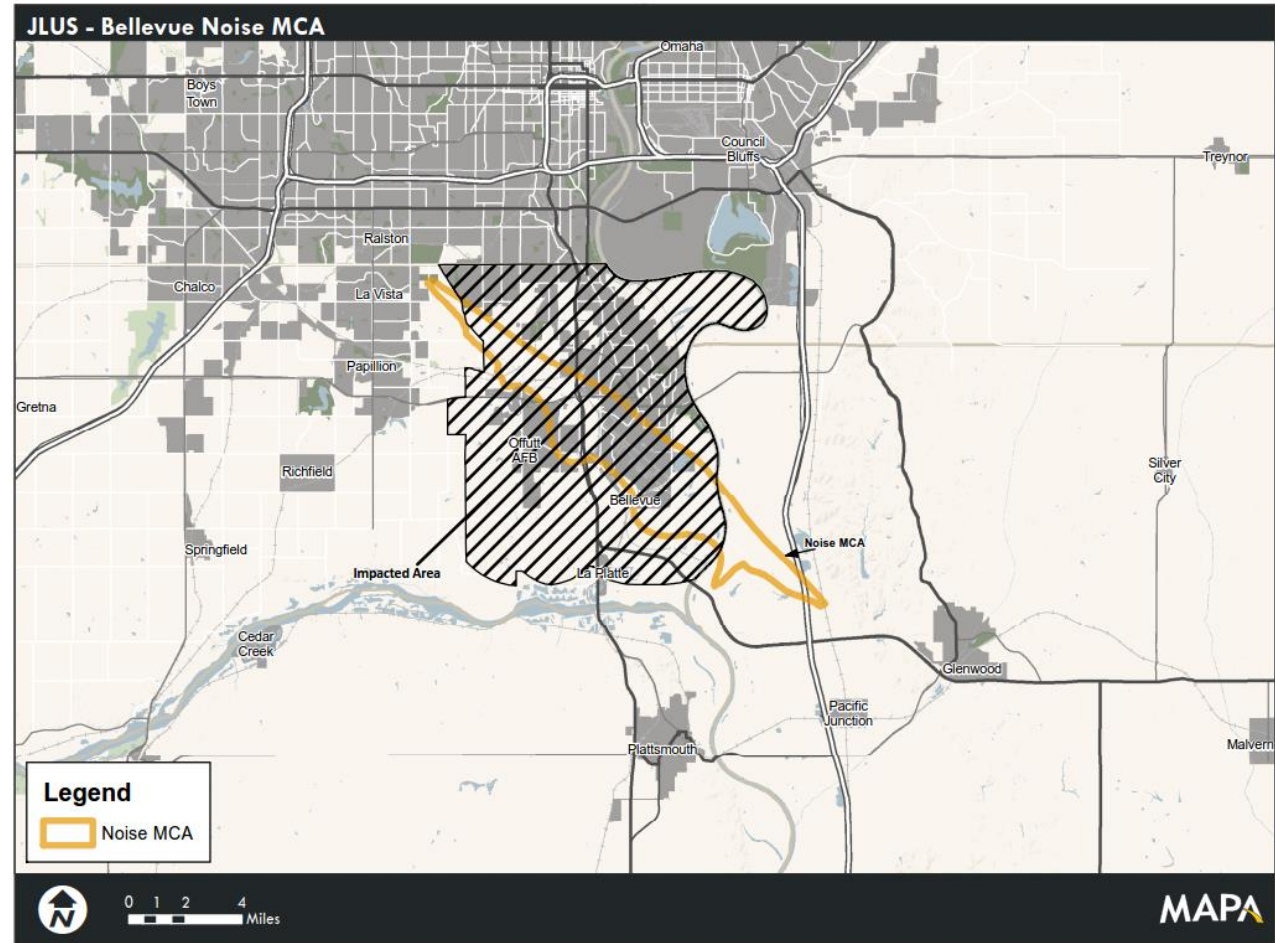
Accident Potential Zone I (APZ I) - No residential uses are permitted within the APZ I. The Base Civil Engineer at Offutt AFB must be notified for comments on the proposed development and its conformance with the standards as set forth in the AICUZ report. Within each land use category, uses exist where further definition may be needed due to the variation of densities in people and structures. No passenger terminals and no major above-ground transmission lines are to be developed in APZ I. Within each land use category, uses exist where further definition may be needed due to the variation of densities in people and structures. Offices and facilities allowed in APZ I are to be low density, excluding chapels. The development of club houses are not recommended.

Accident Potential Zone II (APZ II) - The only residential development allowed within the APZ II are single unit detached residential units. The Base Civil Engineer at Offutt AFB must be notified for comments on

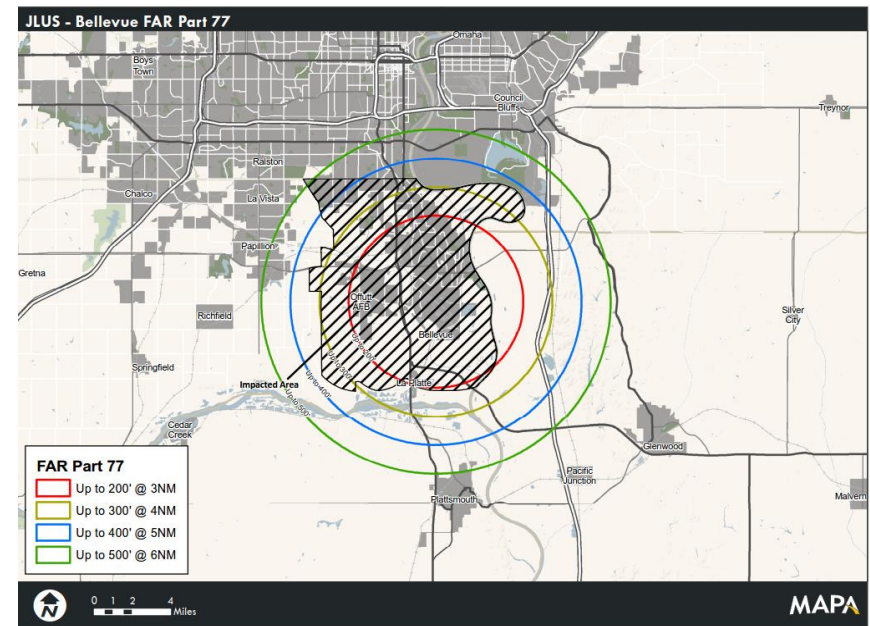
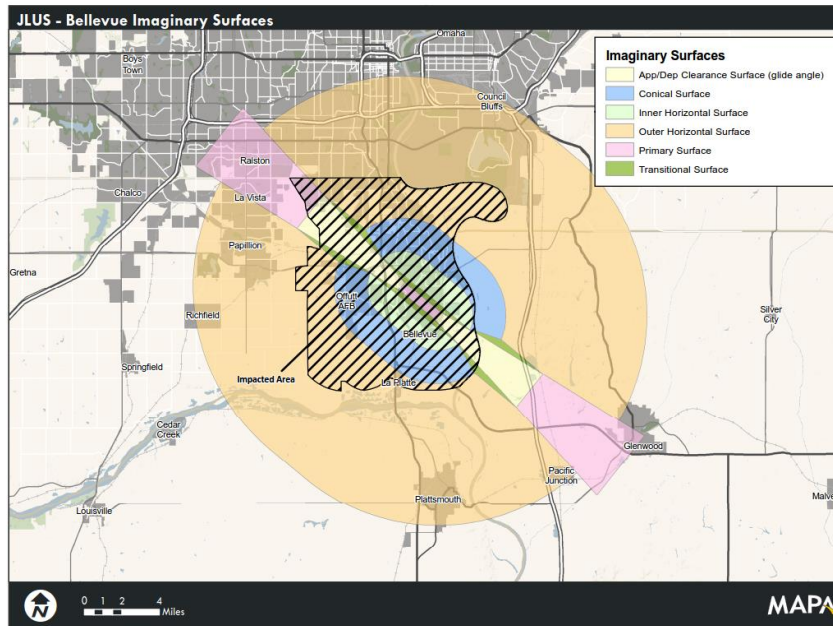


the proposed development and its conformance with the standards as set forth in the AICUZ report. Within each land use category, uses exist where further definition may be needed due to the variation of densities in people and structures. Offices and facilities allowed in APZ II are to be low density, excluding chapels. The development of club houses and areas of gathering people are not recommended.

Noise Contour MCA - The Noise Zone established in the AICUZ lists allowable developments within the 65-70dB, 70-75dB, 75-80 dB, and great then 80dB. Land uses and related structures that are generally compatible may require additional measures to achieve Noise Level Reduction (NLR) of 25, 30, or 35. These measures need to be incorporated into the design and construction of structures. Overall noise level reduction may not necessarily solve noise difficulties and additional evaluation is warranted. No residential uses are allowable in areas over 80dB. Other uses over 80dB are highly restrictive.

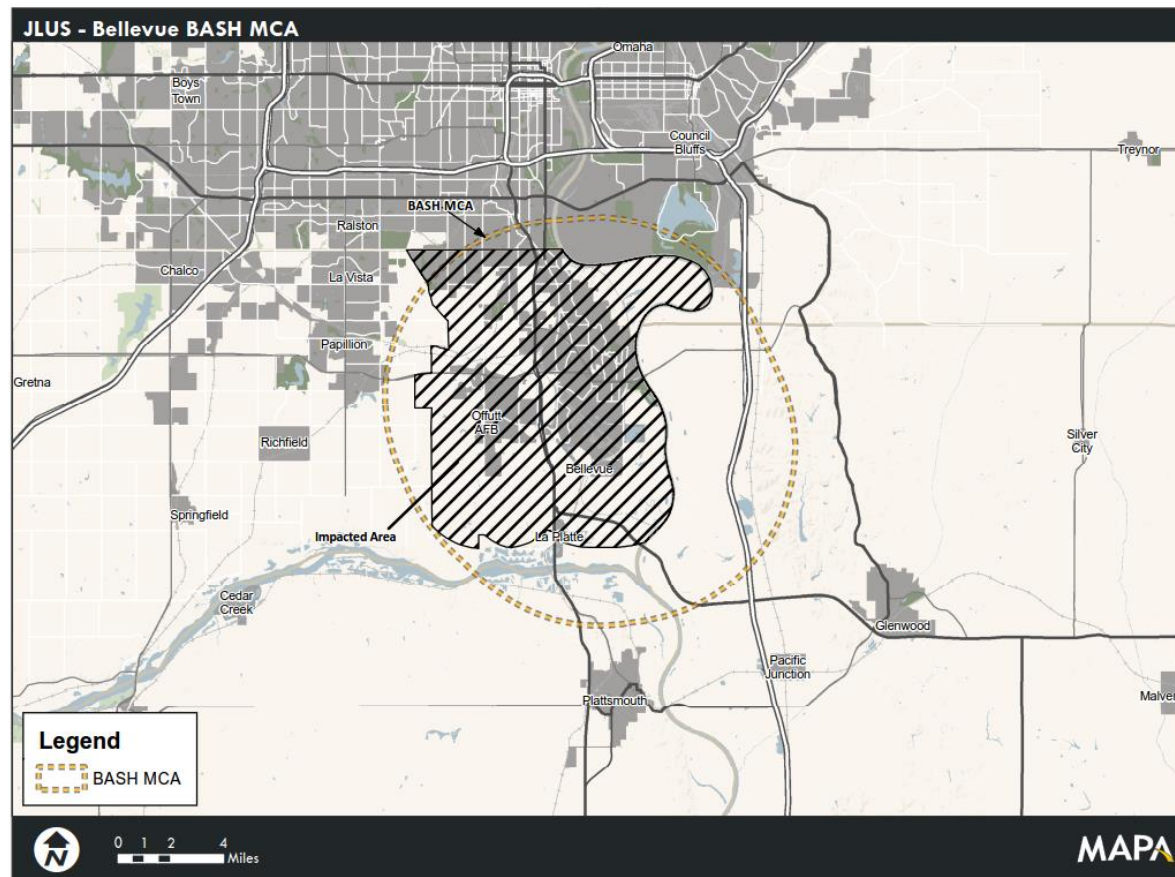


Imaginary Surfaces MCA – The entire Area lies in 500 ft. height limit established by the Imaginary Surfaces MCA. The area also lies between 200 ft. and 500 ft. of the FAR 77.23(a) (2) Obstruction Standards. Federal Aviation Regulation Part 77 (FAR Part 77) height limit require minimization of vertical obstructions (e.g., buildings, telecommunications facilities, recreational facilities, energy transmission/generation towers, etc.).



Bird/Wildlife Air Strike (BASH MCA)

– The area impacted by the BASH MCA is within the entire City and most of the ETJ. Land west of 48th Street and north of Robin Drive is outside the BASH.



3.2 Preferred Development Concept

Members of the Bellevue community were invited to provide feedback on the draft of four development concepts. A detailed assessment of each concept is found in Appendix E. Feedback was facilitated through the Bellevue Comprehensive Plan Web site. Nearly all the feedback focused on the activity center concept. Comments from the community included the following:

“The activity center concept seems to be the most practical use of space and money. It prevents sprawl which necessitates residents driving further and further for simple services.”

“I love the activity center concept as it tends to make great areas for families to do things in close proximity. It appears to give lots of opportunities for shopping and does not put all of the shopping in one area, which would cause congestion. I think this idea would make Bellevue an even better community and would make people take more pride in the community.”

“The activity center development concept is absolutely the best plan of the four. It includes undeveloped open space in the development plan, creates a sense of community and increases the ability to get around without a car. Current housing developments around Bellevue isolate anyone unable to drive and make walking or biking outside the immediate neighborhood dangerous. I think this plan would make Bellevue an attractive alternative to west Omaha’s sprawl.”

The activity center concept garnered the most support from community members, as well as from the advisory committee. In the end, however, elements from each of the four development concepts were merged to form a new preferred development concept.

The Bellevue Preferred Development Concept is a recommended land-use plan that was designed to accommodate the expected population growth. The land-use plan and recommendations were developed in conjunction with the advisory committee. Most importantly, the recommendations in the concept are congruent with Bellevue’s community goals and values. Results from the comprehensive plan survey indicated that Bellevue community members supported land-use planning and public green spaces that are within walking distance of neighborhoods. Furthermore, the community members believed that Bellevue’s natural assets should be protected and that additional recreational

opportunities are needed. Bellevue’s Preferred Development Concept was designed to achieve these goals.

Papillion Creek Drainage Basin

Bellevue and its ETJ area is contained almost entirely within the Papillion Creek Basin. The natural contour and topography of the Papillion Creek Basin gradually slopes toward the Missouri River. Growth boundaries flow gradually in the same direction as the basin boundaries and ridgelines. Developed areas must have infrastructure and services (i.e., sewer and water). Pumping wastewater uphill or across a ridgeline into another drainage basin can be expensive. Therefore, a basin that already has sewer and water service should be completely developed before developing an adjacent basin. Eventually, Bellevue’s growing population base, in tandem with market forces, will require the development of land that is located southwest of the ridgeline, within the Platte River Basin. The Bellevue Preferred Development Concept acknowledges these trends and, therefore, includes land-use development suggestions for this area. However, Bellevue should first maximize development potential within the existing Papillion Creek Basin before extending development into the Platte River Basin. Future Platte River Basin development will require pump stations to carry wastewater back to the Papillion Creek Basin or to new wastewater treatment plants.

A thorough wastewater study of Sarpy County was recently completed, and the report includes both short-term and long-term recommendations. The preferred development concept abides by the recommendations and suggestions contained in that report.

Available Land for Infill Development

Land Use Type	Area Inside City Limits	% of Area Inside City
Open Space	511.5	6.9%
Vacant Lots	294.7	3.9%
Agriculture	315.9	4.2%
Sub Total	1,122.1	15.0%
Total	7,382.4	-

Table 3-2: Available Land for Infill Development

Infill Development

Bellevue has not grown in a consistently concentric manner. Natural growth impediments like the Missouri River and the Papio Creek floodplain, along with Offutt's AICUZ, have contributed to an amorphous growth pattern. Generally speaking, Olde Towne and the Bellevue Boulevard area developed first. Northwest Bellevue and south Omaha represented the next growth tier. Most of the recent growth has occurred to the west and to the south. The development pattern is logical when looking at Bellevue's growth constraints. However, Bellevue is somewhat unique because large swaths of undeveloped land remain within the city limits. Developers, in response to market forces, built on virgin land outside the city limits instead of developing all or most of the available land within the city. The large number of vacant parcels within Bellevue's city limits has impacted Bellevue's community character, tax base, transportation corridors, and the continuity of development.

The land-use survey indicated that 15 percent of the land within Bellevue's city limits is either vacant, open space, or used for agriculture. This land use is not wrong, but this high percentage of undeveloped land within the city limits affects the tax base. Developing land within Bellevue's city limits, before developing the ETJ area, offers various benefits, including a larger tax base, efficient use of existing infrastructure, and a more compact development pattern.

The results of the Bellevue Comprehensive Plan survey indicated that Bellevue residents are frustrated with Bellevue's current tax rate. Question three of the survey asked, "What are the top three things you like least about Bellevue?" The most prevalent response was "Taxes." Additional development within the city limits will increase the City of Bellevue's tax base and can improve its fiscal status. Although lower taxes are not a guarantee, infill development within Bellevue could have a beneficial effect on the city's tax rate.

The results also indicate that Bellevue residents support development that uses existing infrastructure and public services. Nearly 85 percent of respondents "Strongly agreed" or "Agreed" with the statement, "I believe that the redevelopment of land served by existing infrastructure and public services is important." Additionally, strong support was found for efficient development patterns that favored low municipal and utility costs. Eighty three percent of survey respondents "Strongly agreed" or "Agreed" with the statement, "I believe that land-use policies, densities, and regulations that promote efficient development patterns and relatively low municipal and utility costs is important." Infill development, which typically uses existing utility and infrastructure lines, would support these concepts

and is, therefore, more efficient for developers and the municipality. New roads, utility line extensions, or other infrastructure would not be required.

In summary, Bellevue residents voiced support for redevelopment within the city limits. Almost 62 percent of survey respondents “Strongly agreed” or “Agreed” with the statement, “I believe that the majority of future development should occur as redevelopment inside the Bellevue city limits.”

Activity Centers

The predominant theme of the preferred development concept was to introduce and include activity centers. The primary purpose of an activity center is to create a pedestrian-scale village that allows community members to work, shop, live, worship, congregate, and enjoy the outdoors—all within close proximity (ideally walking distance) from their homes. Activity centers typically adhere to the following several principles:

- Land use should be mixed. For example, medium-density residential (townhouses, condominiums, and rowhouses), retail and commercial centers, entertainment areas, office space, and public and civic areas should all be included.
- Floodplains should be used as conservation areas, open space, or recreational space.
- Environmentally sensitive areas should be preserved and integrated within the development.
- Green space, parks, and other open spaces should be connected as much as possible.
- Transit stops should be located in busy commercial areas that are near residential housing.
- Housing types and styles should be mixed. For example, rowhouses, apartments, single-family residences, and condominiums should all be included.
- Public facilities and institutions (i.e., library, school, community center) should serve as neighborhood centers.
- The pattern of development should be compacted and designed to be pedestrian oriented rather than auto oriented. Pedestrian pathways should be used to link subareas.
- Standards that emphasize the quality and variety of building components and landscape design should be used.

Activity centers are not strip malls, big-box developments with deep setbacks, single-use zoning districts, or developments designed purely for automobiles.

The results of the Bellevue Comprehensive Plan survey indicated broad support for activity-center elements. Question 3 asked respondents, “What are the top three things you like least about living in Bellevue?” The “Lack of variety of retailers” was the second most popular response. Activity centers scattered throughout the community should increase the variety of retailers in Bellevue. Question 41 asked whether respondents agreed or disagreed with the statement, “I believe that placing new retail, commercial, and industrial development in already established communities is important.” Nearly 72 percent of survey respondents “Strongly agreed” or “Agreed” with this statement.

The preferred development concept includes four activity centers in established neighborhoods and communities. In addition to providing Bellevue residents with closer and more convenient retail, service, and commercial destinations, these centers would be developed on existing infrastructure lines and would not require significant roadwork. Seventy-one percent of respondents “Strongly agreed” or “Agreed” with the statement, “I believe that connecting commercial and retail areas with surrounding residential developments is important.” One of the central tenets of activity centers is a focus on the integration of land use. Transitions between residential and retail are less abrupt and more fluid. Local residents benefit because nearby retail areas can be accessed via streets, sidewalks, or bicycle pathways.

Activity centers also offer a variety of ancillary benefits. The pattern of development is more supportive of aging population groups. Seniors appreciate safe and walkable neighborhoods and smaller yards that require less maintenance. Activity centers also promote healthy lifestyles and can improve community health by accommodating the pedestrian first and the automobile second. The prevalence of wide sidewalks and trails also makes pedestrian travel safe, efficient, and fun.

Bellevue’s Proposed Development Concept includes neighborhood activity centers (NAC), community activity centers (CAC), and regional activity centers (RAC). The NAC contains facilities vital to the day-to-day activity of the neighborhood. The focus might be retail, public, or quasi-public land use such as a grocery store, service station, or small park. These diverse facilities are ideally located in close proximity to one another in the central section(s) of the activity center, making all vital shops and services accessible in a single stop.

The area adjacent to the core of the activity center contains the neighborhood’s highest-density housing. This design reduces the number of automotive trips for daily shopping needs by placing all

amenities within walking distance. This arrangement also provides a population that can support future transit services. A single transit stop serves both the residential area and the core of the activity center.

The CAC contains the shopping, services, recreation, employment, and institutional facilities that are supported by the community as a whole. With this in mind, the core area may contain a large supermarket or other large retail shops, with a mix of smaller shops. This area may also contain offices, parks, and public or quasi-public facilities. The core area is considerably larger and more diverse in its land use than the core area in the NAC. An example of what a CAC could look like is depicted in Graphic 3-1 on page 47.

The highest-density housing would also be located adjacent to the core area of the activity center, with the density declining outward. Housing densities would be higher than those in a similar section of the NAC.

The RAC contains shopping, services, recreation, employment, and institutional facilities that are desired and used by residents of a large region; in this case, Sarpy County and part of the larger Omaha metropolitan area. As a result, the center should include a regional shopping mall, a number of major employers, and other amenities that support a large area such as dining, entertainment, and public and quasi-public uses. The core of the activity center may serve the adjacent community and neighborhood but is much larger in scale.

As with NAC and CAC, the area surrounding the core of the RAC should contain the region's highest-density housing, with the housing densities declining outward. Prior to development within an activity center, a specific sub-area plan should be approved to ensure a well planned development.

Bellevue Community Activity Center



Graphic 3-1: Bellevue Community Activity Center

The Bellevue Preferred Development Concept includes six activity centers that are strategically located at prominent locations within the community. Three activity centers are in northeast Bellevue, one in west Bellevue, and two in south Bellevue. These activity centers can serve as mass-transit terminals, which would make traveling in and around Bellevue easier and more convenient for individuals who are not able to drive. The viability of mass transit in Bellevue, in large part, will be determined by the future population density of these centers. Bellevue's relatively low-population density and modest population make mass-transit challenging at the present time. However, several pockets of dense populations could make mass transit more feasible, especially for a shuttle service that would run between activity centers.

A CAC is proposed for the intersection of Fort Crook Road and Cornhusker Road. This prominent intersection is close to Bellevue University's ever-expanding campus. The location of an activity center within walking distance to the university would appeal to prospective and existing students and could even help boost enrollment by offering engaging activities, housing styles, and hang-out spots.

Community Activity Center

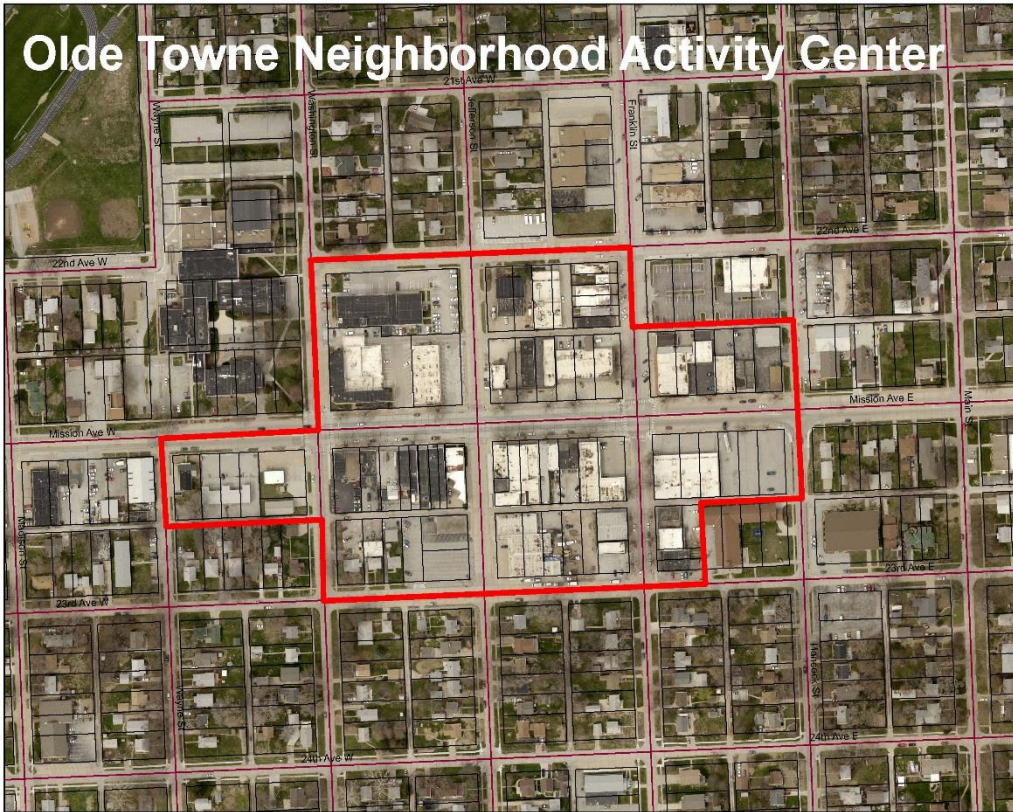


Cornhusker Road at Fort Crook Road

A NAC is proposed for historic Olde Towne along the Mission Avenue Corridor. Although Olde Towne was the first commercial area of Bellevue, the area has lost its luster—largely because of population migration patterns since the 1950s. Recent development is being constructed even further from the heart of Olde Towne. In addition, a confusing and inefficient transportation network makes travel in and out of Olde Towne difficult and has resulted in fewer-and-fewer visitors to this area. Despite these challenges, Olde Towne has a number of appealing features that would complement the development of an activity center. Olde Towne is pedestrian friendly and contains a network of sidewalks that integrate commercial and retail areas with residential neighborhoods. Mission Avenue, which forms the primary east-west corridor, is an attractive and inviting streetscape with street furnishings, wide sidewalks, and pleasant landscaping. American Heroes Park, which is expected to be expanded and improved within the next couple of years, is within walking distance of Olde Towne. Neighborhood retail, restaurants, and public services are also located nearby. An activity center within Olde Towne would enliven the area, provide appealing housing and recreation options, and create a unique sense of place that could draw on the area's historic significance.

A major CAC is proposed for Twin Creek, at the intersection of 36th Street and Highway 370. Twin Creek is already a successful development and is probably Bellevue's best example of what an activity center could be. As a result, this area will be designated as an activity center so that additional development within Twin Creek maintains and builds upon the activity-center development principles.

Olde Towne Neighborhood Activity Center



Community Activity Center



A minor NAC is proposed for the intersection of 36th Street and Platteview Road. Most of Bellevue's residential growth has occurred in southwest Bellevue and will probably continue to do so. Despite this growth, this area contains few retail or commercial developments. The demand for retail, commercial, cafés, restaurants, and other services will certainly increase in this area as more housing units are developed. 36th Street is also expected to become an increasingly important north-south corridor in Bellevue. Additionally, Platteview Road is expected to become the primary east-west transportation corridor in southern Sarpy County. A new bridge over the Missouri River has been completed, and Platteview Road has been realigned in this area to link the bridge and Interstate 80. Collectively, these factors strongly support this activity center; however, as Platteview Road becomes a major east-west corridor improvements may be necessary which change the current location of the roadway. A Neighborhood Activity Center may still be appropriate at this intersection, although the location is subject to change.

A major RAC is suggested for the intersection of Highway 75 and Platteview Road. This area of Bellevue is also expected to see significant population growth during the planning period. The realignment of Platteview Road, along with the Missouri River Bridge, will essentially designate this intersection as Bellevue's new southern gateway. This intersection will see a sizable increase in vehicular traffic. As a result, the look, function, and feel of this activity center will likely be different from Bellevue's other activity centers.

Neighborhood Activity Center



36th Street and Platteview Road

Regional Activity Center



Platteview Road and Highway 75

Flexible-Space District

The preferred development concept also introduces flexible spaces that are designed to support a variety of commercial, retail, and industrial uses. The traditional classification of business and industry has changed over the last several decades making flexible space increasingly popular. Many practices that were once prohibited in business and industrial zones have become more environmentally friendly, making businesses and industries more compatible with adjacent land use.

The flexible-space district is specifically designed to accommodate both traditional and modern businesses and industries by offering additional benefits to business owners. Flexible zoning regulations are adaptive and more responsive to market trends and conditions. For example, mixed-use developments, which include retail, service, public, and light-industrial uses, may be permitted. A flexible-space district enables the market to help determine the end use of the development and helps create a more agreeable climate for businesses and employers.

The Bellevue Preferred Development Concept suggests a large swath of flexible-space zoning east of the Kennedy Freeway and north of Capehart Road. Additional areas are suggested at the northwest, southwest, and southeast corners of the intersection of Fairview Road and Fort Crook Road. These areas are suitable for flexible-space zoning because of their proximity to the proposed southern industrial park and to Offutt Air Force Base (AFB).

Recreation

The preferred development concept includes several recreational components that are designed to improve and enhance the quality of life of existing residents and to attract additional residential, commercial, and industrial growth.

A new community park will be located near the northwest corner of 36th Street and Capehart Road. Bellevue is very much in need of additional recreational space. Bellevue has many neighborhood parks, but it only has one community park—Haworth Park, which has served the Bellevue community well. Most of Bellevue's recent population growth has occurred in the southwest quadrant. As residential growth continues in the southwest section of town, an additional community park closer to this residential growth is encouraged. The results of the survey also indicated widespread support for a new community park. Approximately 76 percent of survey respondents "Agreed" or "Strongly agreed" that Bellevue should develop a new community park west of Highway 75. Additionally, over 87 percent of

survey respondents indicated that additional recreational opportunities in Bellevue are important. A community park is usually 25 to 50 acres and accommodates multiple neighborhoods. In addition, opportunities for both active recreational activities (i.e., ball fields, an aquatic center, and playground equipment) and passive recreational activities (i.e., wooded areas, picnic facilities, and walking trails) are recommended.

The second recreational component of the preferred development concept is a greenway corridor along the Missouri and Platte rivers. This area is one of Bellevue's more scenic and attractive natural areas. The greenway will include a walking and biking trail, beginning at Haworth Park and continuing south to the confluence of the Missouri and Platte rivers, and will serve both recreational and conservation purposes.

The results of the Bellevue Comprehensive Plan survey supported the preservation of this greenway corridor. Question 15 asked respondents whether they agreed or disagreed with the statement, "I believe that the protection of natural areas, including wetlands, wildlife habitat, woodlands, open spaces, and groundwater resources is important." Nearly 89 percent of survey respondents "Strongly agreed" or "Agreed" with this statement. The proposed walking and biking trail within this greenway was also supported. Question 52 asked, "What additional recreation facilities do you feel are most needed in Bellevue?" "Bicycle and Pedestrian Trails" and "Wooded Areas" were the top two responses. The proposed greenway park and pedestrian trail strongly complement Bellevue recreational needs and desires.

Residential

The Bellevue Preferred Development Concept also supports a wide variety of housing options, including the following:

- **Rural estate** is single-family, detached residences that have lot sizes ranging from one acre or more.
- **Low-density residential** is single-family, detached residences that have one to three dwelling units per acre, and lot sizes that are approximately 10,000 square feet to one acre. Smaller lot sizes and, perhaps, even single-family, attached housing are possible when using clustered development designs that preserve large portions of the site as permanent open space.
- **Medium-density residential** can have a mixture of dwelling types including single-family detached and semi-detached units, single-family attached units, patio homes, duplexes and triplexes, and townhouses. This option can have between three and eight dwelling units per acre. Multifamily housing is possible when using clustered, or conservation, development design that preserves portions of the site as permanent open space.
- **High-density residential** includes single-family attached dwellings (such as townhouses), as well as multifamily condominiums and apartments, at densities of eight or more units per acre. These housing developments are typically two to five stories in height. High-density residential developments should incorporate some amount of outdoor public space for their residents. As in the other residential designations, limited compatible and complimentary institutional uses may be considered.
- **Build-through acreage** allows short-term acreage development in areas that are not expected to urbanize within 20 years. This option allows land owners to develop rural-estate style development now. However, the site plan must be designed to support and accommodate higher-density levels in the future.

Low-density residential is suggested throughout Bellevue. The results of the Bellevue Comprehensive Plan survey yielded support for additional large-lot developments. Question 25 asked respondents whether they agreed or disagreed with the statement, "I believe that Bellevue needs additional large-lot,

single-family homes.” Approximately 66 percent of respondents “Strongly agreed” or “Agreed.” Vacant land, east of 36th Street near Child’s Road would be appropriate for low-density development. This area lacks an abundance of low-density residential development and would provide an additional housing-option for northwest Bellevue residents. Additional pockets of low-density residential are suggested south of Child’s Road near the Kennedy Freeway, with the majority of suggested in southwest and southern Bellevue.

Medium-density residential is suggested throughout Bellevue. This housing option is well suited for large swaths of vacant land in the northwest district, as well as on land surrounding the northwest bank of the Papio Creek. Close proximity to the Papio Trail and area schools and parks support this option in northwest Bellevue. Medium-density residential is also suggested just west of the new proposed community park near 36th Street and Capehart Road and interspersed with low-density residential in Bellevue’s southern section.

Pockets of multifamily residential are suggested south of Highway 370 and west of 48th Street, at the intersection of 25th Street and Platteview, and at the southwestern section of the intersection of 25th Street and Fairview Road.

Build-through acreage development is suggested on the south side of the Papio Creek between 42nd Street and 36th Street. Additional build-through acreage development is suggested southwest of the ridgeline because city services aren’t expected to reach this area in the foreseeable future.

Mixed Use

Harsh industrial pollution was the initial catalyst for segmented zoning, but cleaner industries and a strong desire to live closer to services and amenities is contributing to a resurgence of mixed-use zoning. Mixed-use zoning allows a potpourri of land uses to be located within close proximity. The best example of this land use may consist of first-floor commercial space and second-floor residential space. The benefits of this arrangement are two-fold. Storeowners know that consumers and customers live close to each other, and residents benefit from the convenience of being able to walk to restaurants, to the corner store, or to the movie theater. Perhaps the most applicable to this land use in Bellevue is the union of retail and office uses. The survey results indicate that Bellevue residents support mixed-use

development. Seventy percent of the survey respondents “Strongly agreed” or “Agreed” with the statement, “I believe that mixed-use development should be encouraged in Bellevue.”

Fort Crook Road, which now bears little resemblance to what it once was, needs revitalization. This conclusion was validated by the results of the Bellevue Comprehensive Plan survey. Question 11 asked respondents which of the four areas—Fort Crook, Northwest, Olde Towne, or Riverfront—is in most need of redevelopment. Almost 50 percent of the respondents, the overwhelming favorite, chose Fort Crook Road. HDR’s recent Fort Crook Road study proposed mixed uses throughout this corridor. The preferred development concept conforms to the ideas and suggestions in that study. Mixed-use zoning, which would support a broader range of businesses, is suggested along the northern section of Fort Crook Road, near the Cornhusker Activity Center, along Highway 370, near the intersection of Fort Crook Road and Highway 370, and the southeast section of the Fort Crook and Fairview Road intersection.

Industrial

A large industrial complex, containing both light-industrial land use and heavy-industrial land use, is suggested for the southern boundary of Bellevue, along the new Highway 34 corridor. Bellevue currently lacks a prominent industrial site and, as a result, has had difficulty recruiting industrial tenants. This area, which is relatively isolated from Bellevue’s population and future growth coupled with easy and convenient rail and highway access, is an ideal location for industrial use.

3.3 Population Projections

Population forecasting has significant effects on community-planning efforts. A community's growth rate affects school enrollment, housing needs, and infrastructure upgrades. Therefore, planning to accommodate a reasonable population growth is an important component of the comprehensive planning process. Future population levels must first be determined because population growth dictates the amount and allocation of future land use.

Future population projections are based on accurate birth rates and migration rates. Population projections are required to determine the future need and allocation of all land-use types.

Birth Rate Definition

Birth rates are typically expressed as the number of live births per 1,000 people. Birth rates that apply to the entire population are known as crude birth rates. Birth rates that are restricted to women of specific age, race, marital status, or geographic area are known as specific birth rates. Cultural, religious, and familial differences, different ethnic groups result in different birth rates. A recent U.S. Census survey found a wide disparity between the birth rates of several different ethnicities. Table 3-3 depicts the national birth rates for several races. These values depict a four-year average from 2000 to 2003.

RACE	SPECIFIC BIRTH RATE
BIRTHS PER 1,000 WOMEN 15 TO 44 YEARS	
Total	69.6
Non-Hispanic White	63.3
Non-Hispanic Black	73.3
American Indian	78.2
Asian or Pacific Islander	70.9
Hispanic (of any race)	93.5

Table 3-3: Specific Race Birth Rates

Source: U.S. Census Bureau, 2000 American Community Surveys, 2000-2003

Using crude birth rates for population projections can lead to inaccurate population projections. A preferable method is to evaluate the racial composition of a community and then apply specific birth rates to each racial population segment. Specific birth rates will yield more accurate population projections.

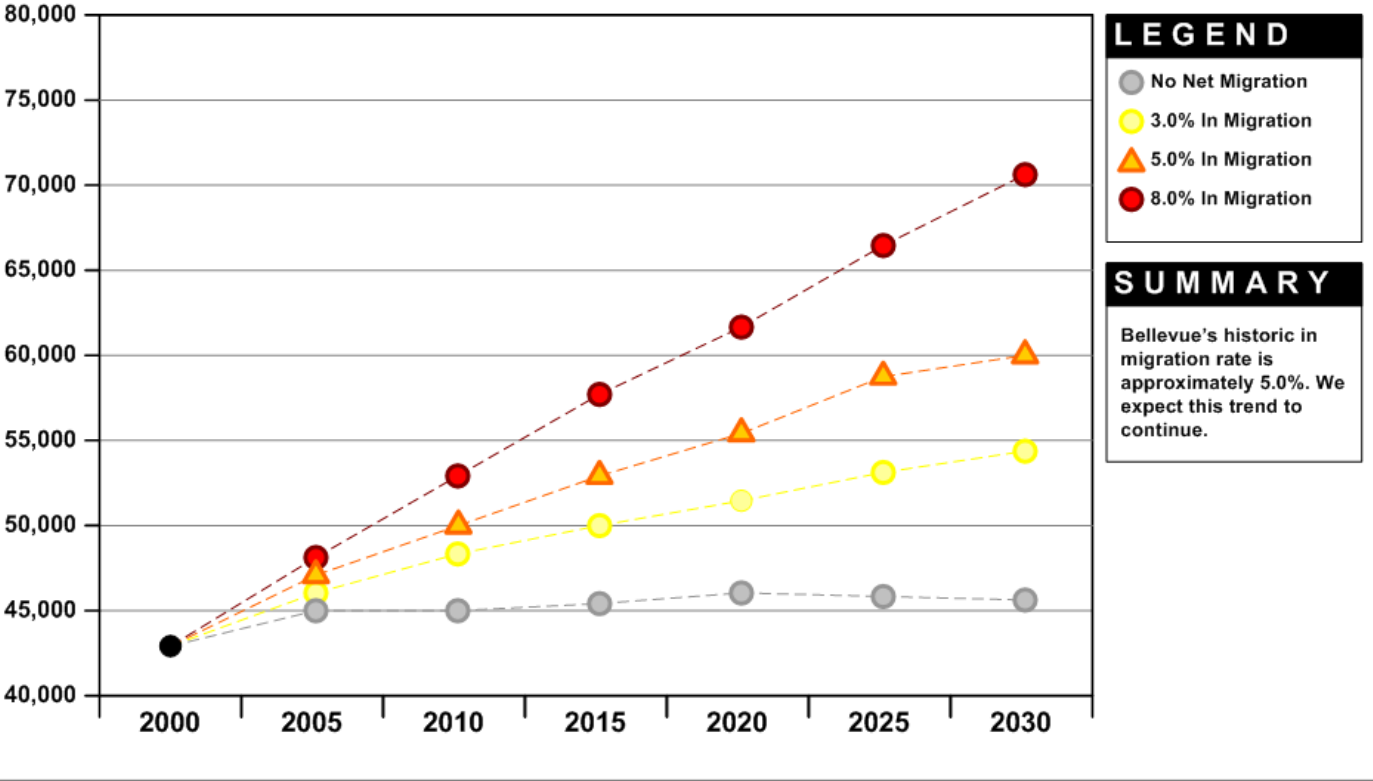
Migration-Rate Definition

Several different migration terms and measurements monitor the movement of people from one jurisdiction to another. *Migration* is defined as the number of people that move from one jurisdiction location to another during a specific period. *In migration* is the migration into an area during a specific period, and *out migration* is the migration out of an area. *Net migration* is the difference between in migration and out migration during a specific period.

Over the past several years, Bellevue has witnessed an average in-migration rate of approximately 5 percent per decade. Positive in-migration indicates that people are moving into a community. A positive 5 percent in-migration rate indicates that more people are moving into Bellevue than are moving out. A positive 5 percent in-migration rate is expected to be sustained over the course of the next several decades. A diversified job market, excellent schools, availability of land for development, close proximity to Omaha, and affordable housing should continue to make Bellevue attractive to new residents. Applying specific birth rates and a 5 percent in-migration rate to population projections indicates that Bellevue should plan for significant population growth between 2000 and 2030.

Graph 3-1 depicts how in-migration rates affect future population projection rates. If Bellevue experiences no net migration, the population is only expected to rise by 5.25 percent by 2030. A more realistic in-migration rate of 5 percent will yield a sizable population gain. Assuming a 5 percent in-migration rate, Bellevue's population in 2030 is expected to be 60,537, which represents a 39.5 percent increase.

Bellevue Population Projections



Graph 3-1: Bellevue Population Projections

3.4 Future Land Use

As Bellevue's population grows, so does the need for housing, park land, industrial areas, retail centers, healthcare facilities, schools, churches, and utilities—all of which require land. Land is a precious commodity, so making educated predictions now about future land-use requirements will help Bellevue anticipate, plan, and prepare for expected growth. The Bellevue Comprehensive Plan applies a complex formula to predict future land-use requirements.

Future land-use needs are determined by first understanding how Bellevue uses its existing land. Land-use ratios are calculated by dividing Bellevue's population by the number of acres for each type of land use. These ratios are then applied to Bellevue's projected 2030 population. The results of these calculations indicate the expected number of additional acres each land-use type will require. Bellevue's future land-use projections are based on a projected population of 60,537 residents by 2030. However, fluctuations in market demand for each type of land use are accommodated by purposely overestimating and inflating future land-use projections. The expected land use that is needed within each category is multiplied by 2.4 to accommodate these market fluctuations.

Transportation factors, which consist primarily of roads, are an important component of the future land-use equation. Typical projections assume that 40 percent of all future land use will be devoted to transportation (i.e., roads, parking lots, right-of-ways, etc). Therefore, all future land-use predictions automatically factor transportation requirements into the total estimated values. For example, the estimated future need of multifamily residential land use is 362 acres. Forty percent of this estimate, or 144 acres, is expected to be devoted to transportation elements.

Bellevue currently contains approximately ~~7,382~~ 13,453 acres of land. By 2030, Bellevue's population is expected to increase to 60,537 residents. This additional population growth will require the city to increase in size. The city will need to grow by 7,835 acres to accommodate Bellevue's expected population growth.

Table 3-4 indicates the future land-use demands by category. Most of the future land-use growth will take the form of single-family housing. Bellevue should expect approximately 4,133 acres of additional single-family residential land use. Bellevue is encouraged to first evaluate vacant parcels within the city limits for future land-use growth. Vacant, infill development, is attractive for growth because it falls within the city limits and is typically served by existing infrastructure and transportation networks. The preferred development concept proposes land-use functions in areas that currently fall outside Bellevue’s city limits.

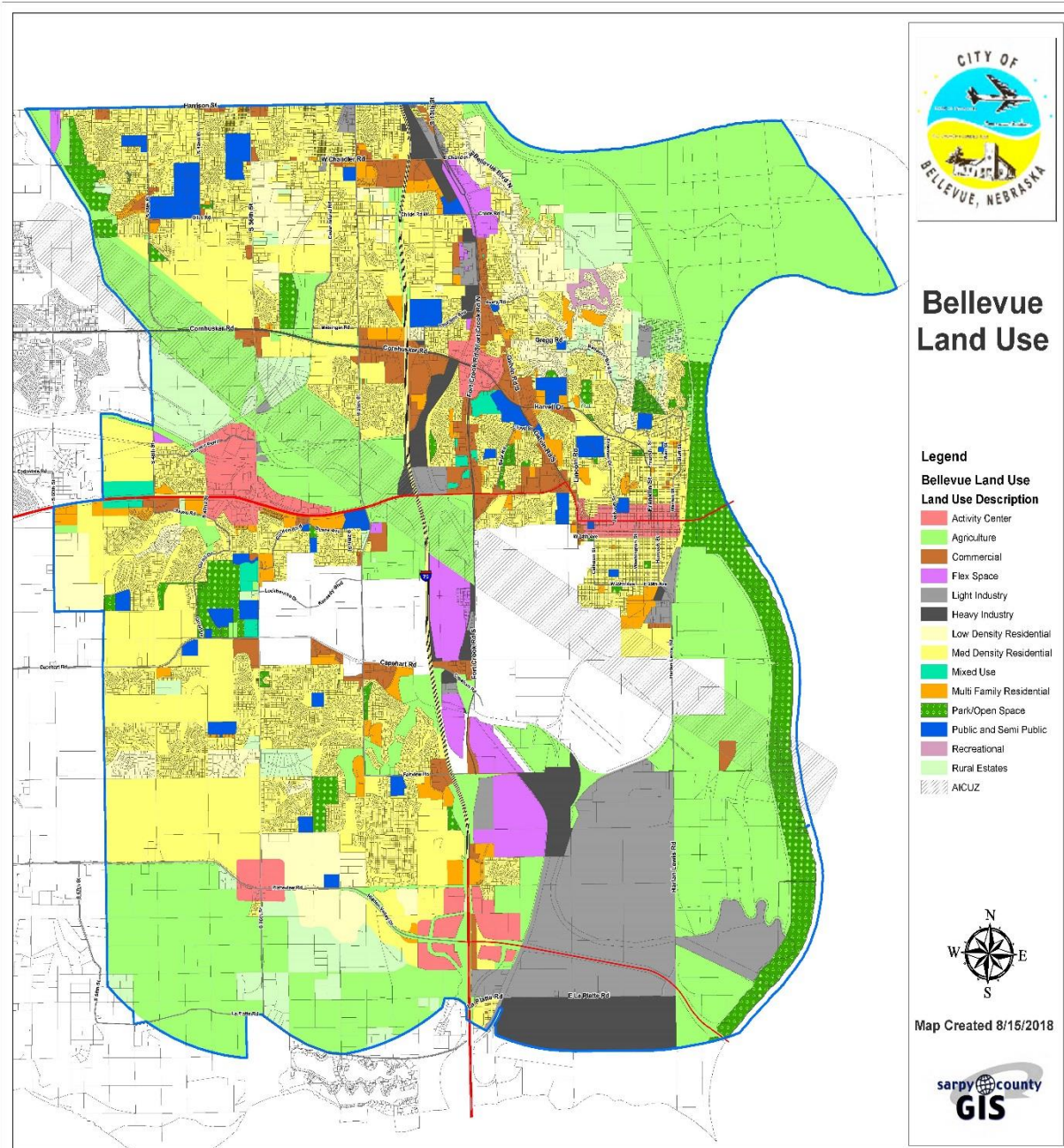
LAND-USE TYPE	EXISTING (ACRES)	NEEDED (ACRES)	TOTAL (ACRES)
Single-Family Residential	5,584	4,133	9,717
Multifamily Residential	490	362	852
Office	117	87	204
Commercial	579	429	1,008
Industrial	276	204	480
Park	2,352	1,731	4,083
Public	1,203	889	2,092
TOTAL(ACRES)	10,601	7,835	18,436

Table 3-4: Future Land Use Demand

It is anticipated that already developed areas within and adjacent to the city will maintain their present land uses.

Bellevue is encouraged to monitor future-growth areas and be prepared to annex land before it is developed. Annexation may be needed to assure implementation of the Bellevue Comprehensive Plan.

Map 3-2: Future Land Use



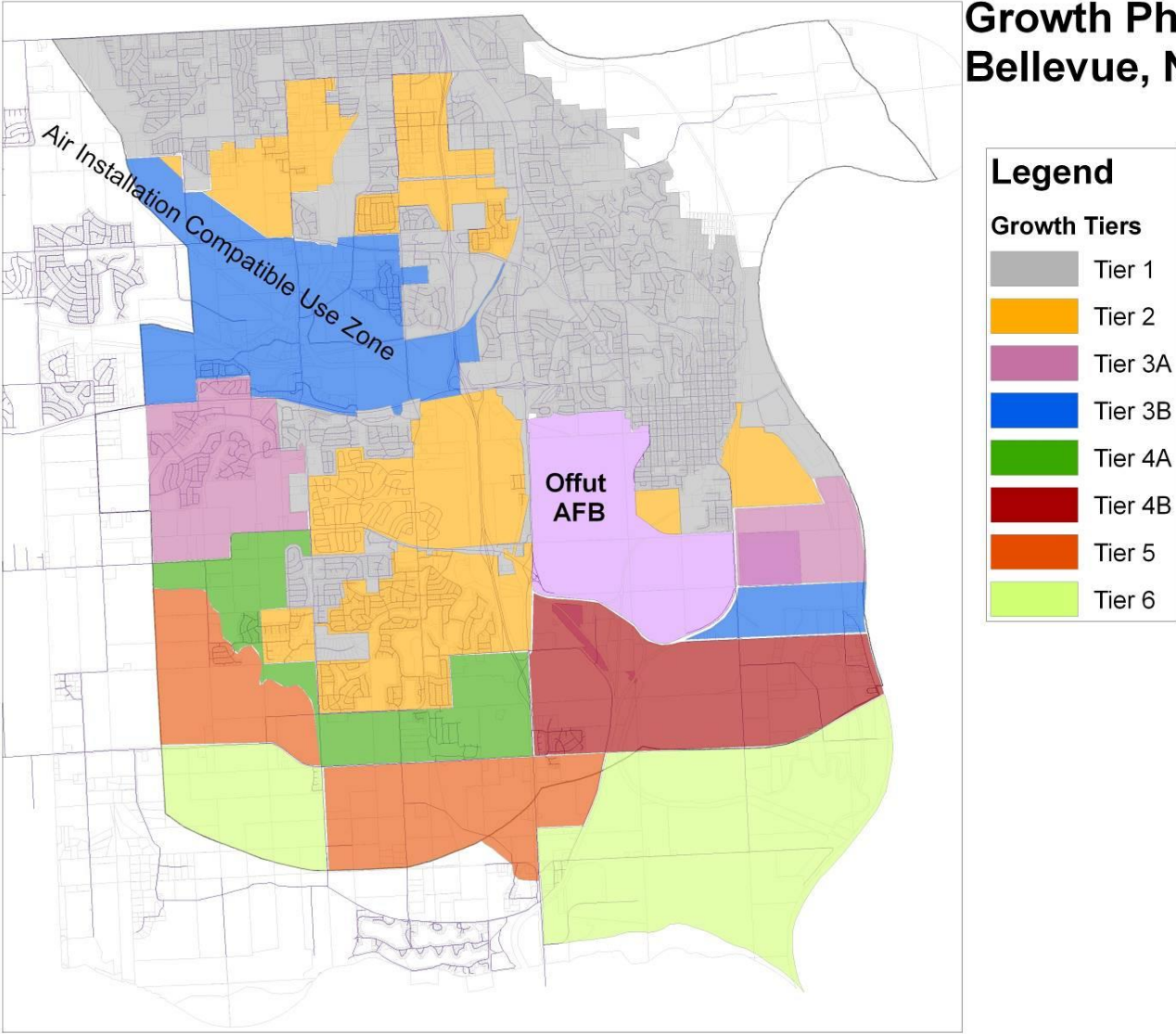
3.5 Phased-Growth Plan

Phasing development means expanding services on an incremental basis and avoiding the construction of long spans of water lines, sanitary sewer, and streets that do not serve current growth. The potential growth areas may have utilities extended in a number of ways, including the following:

- Constructing improvements incrementally through a capital improvements program that allocates an annual amount of funding to projects with future cost projections of 6 to 10 years. This option should also include an assessment of the developers' ability to cover portions of the overall costs.
- Requiring developers to pay the cost of utility extensions as developments are proposed. Individual developers could also charge future developers a fee to cover the part of the initial cost incurred by the original development.
- Sharing the cost of extending major utilities into a new area as development is proposed.
- Charging a developer an impact fee that is based on a fee structure developed by the City for approving a proposed development. This impact fee could be charged on a projected demand analysis for utilities, streets, etc., or on a per lot basis.
- Requiring new developments within the ETJ that are not adjacent to or within 300 feet of the corporate limits to install sanitary sewer and water lines (dry lines) at the time of initial development. This approach will allow the City to use the constructed system once utilities are extended to the subdivision.

The area around Bellevue is divided into six different areas called Tier 1 through 6. In some cases, the tiers have been further divided into subareas using alpha designations. Most of the designated areas are located within the ETJ, although sections of Tier 5 and 6 lie on the fringe or just outside the ETJ based upon the current corporate limits. Map 3-3 identifies the growth-district boundaries.

Growth Phasing Plan Bellevue, Nebraska



Map 3-3: Growth-Phasing Plan

Tier 1 Development

Tier 1 development is intended to be the primary area for development within the Bellevue area. This area is in the current corporate limits of Bellevue and is predominately serviced at the present time. As a result, only a slight amount of utility service extensions will be necessary to accommodate growth.

The area contains several notable concerns, including the following:

- Infill existing lots using already established utilities
- Redevelopment of undersized or older utility lines to service existing development, as well as to accommodate future development
- Redevelopment of substandard property
- Redevelopment of underutilized property

Tier 2 Development

Tier 2 development areas are located in six different locations and are spread evenly throughout the community. These locations are situated adjacent to the existing municipal boundary, with the majority surrounding Offutt AFB and Highway 75.

Tier 3 Development

Tier 3 development areas are located in four locations around Bellevue. Tier 3A is located immediately east of Offutt AFB, as well as to the far west-central section of the community. Tier 3B contains two sections, one of which includes the majority of the AICUZ.

Tier 4 Development

Tier 4 development areas are considered developable but have one of the highest price tags associated with development. The following two areas are currently designated as Tier 4:

- The area, known as Tier 4A, located immediately south and west of Tier 2.
- This area, known as Tier 4B, located south of Offutt AFB.

Tier 5 Development

Tier 5 development areas are generally situated on the fringe of the ETJ area and are located to the south and west of Tier 4A and 4B.

Tier 6 Development

Tier 6 development areas are located on the outer sections of the growth area for Bellevue. This tier is divided into two areas. The first area is next to the Platte and Missouri rivers. The second area is situated between the two sections of Tier 5.

3.6 Annexation Plan

The potential of annexation for the City of Bellevue is further defined by graphically illustrating the potential annexation areas in Map 3-4: Annexation Potential. The map shows high-, medium-, and low-annexation priorities. These classifications are based upon an area's location, the amount of development in an area, and the potential for growth during the course of the planning period. Additionally, each year the Planning Department conducts a study consisting of a cost-benefit analysis of potential areas for annexation. This study looks at the costs (including SID debt, infrastructure repair and upkeep, additional manpower and equipment necessary to provide city services) and benefits (including SID funds, property tax revenues, and sales tax revenues) of a potential annexation. Those areas in which the costs significantly outweigh the benefits are generally not considered for annexation.

Areas that are described as high-annexation priorities are located in the north-central and south-central fringes of the community. The south-central area currently contains a large amount of development and can, therefore, be considered urban and suburban in nature. The properties in the north-central of the City contain developed areas, as well as a significant amount of infrastructure, also making them urban and suburban in nature. Additionally, these areas are classified as a high priority because their annexation would help to square off the current municipal boundary.

The medium-priority areas are located along Highway 75 and in developed areas on the far southwest fringe of the community. The latter is an area of development that is farther out from most of the City, yet still adjacent to the corporate boundary.

Low-priority areas constitute the fringe areas on the southeast side of the community, as well as the majority of the AICUZ in the northwest part of the city. Some small areas are developed, but the majority of land in this classification is undeveloped. However, if commercial development occurs in this area and is adjacent to the corporate boundary, the area should be annexed immediately.

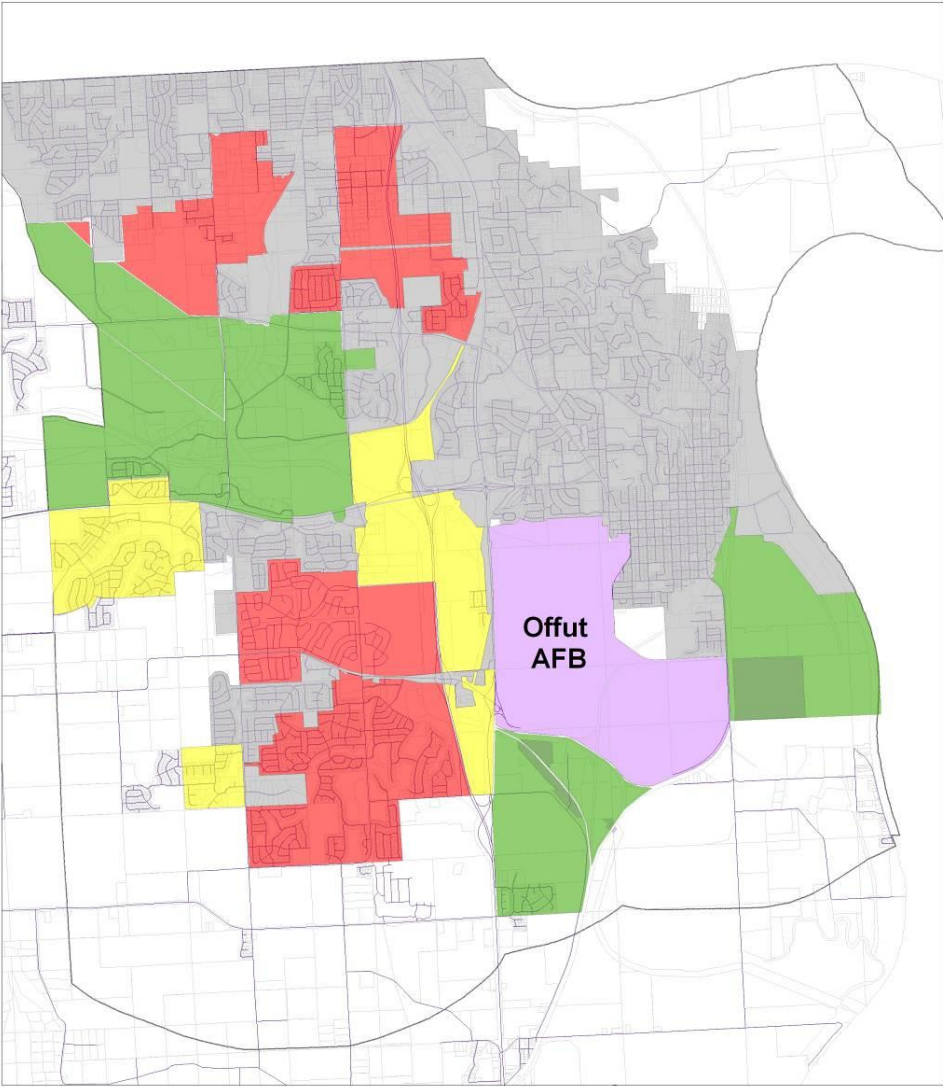
Annexation Potential Plan Bellevue, Nebraska

Legend

Annexation Potential

Priority

- Low
- Medium
- High



Map 3-4: Annexation Potential

4.0 Transportation Plan

The city's role as an urban center for the region has been, and will continue to be, dependent on its accessibility. Successful planning efforts for the City of Bellevue will rely on the resolution of transportation issues. The goal of transportation planning is the improved vehicular traffic flow in and around the community both for the resident's safety and the traveler's convenience. Avoiding congestion but retaining internal trip convenience for residents and tourists require a careful balancing of circulation objectives.

By statute, the transportation element of a comprehensive plan identifies the general location and extent of existing and proposed major arterial, collector streets, and street classifications. Multimodal transportation options are considered including transit, pedestrian, and bicycle alternatives. The transportation chapter, as a framework for the movement of people and goods, supports the proposed development patterns discussed in the Land Use and Future Land Use sections of the Bellevue Comprehensive Plan.

4.1 Existing Transportation-System Conditions

The transportation system for the City of Bellevue includes expressway, arterial, collector, and local street networks to meet the automobile transportation needs on a local and regional basis for residents, visitors, and truckers. Operations at Offutt AFB impact the surrounding community through the maintenance of an AICUZ, as well as the added traffic from base personnel. The Union Pacific and Burlington Northern Santa Fe railroads run primarily north and south through the center of Bellevue, providing movement of raw and processed goods and materials. The community is also served by a network of pedestrian and bicycle trails, which primarily follow the orientation of the regional waterways and provide scenic views for all who travel upon them.

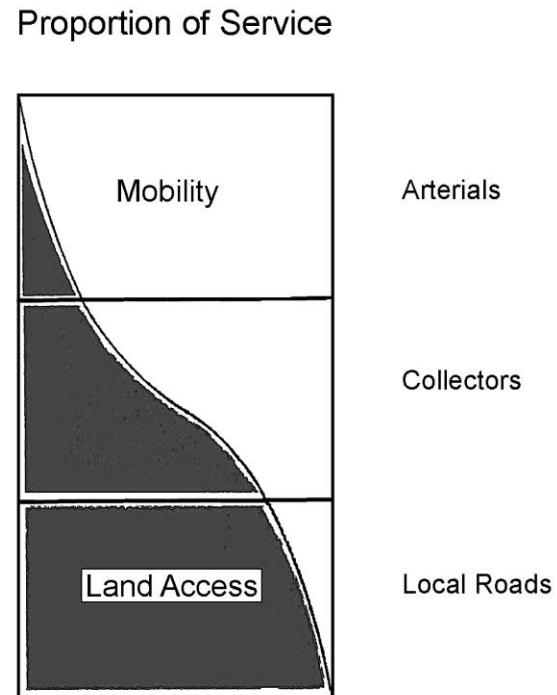
Street Transportation

The Federal-Aid Highway Act of 1973 required the use of functional highway classifications to update and modify the Federal-Aid Highway system. The Functional Classification System groups highways and streets into specific systems according to the service that is provided. The type of service is best

described by the relevant levels of access and mobility provided by the roadway. Typical transportation systems, like the network of highways and streets in the Bellevue planning area, illustrate an inverse relationship between the level of access and mobility. As a roadway provides increasing level of access to the abutting land, the mobility of the roadway decreases. Figure 4-1 illustrates this issue. The Functional Classification System is divided into urban and rural roads. Urban and rural areas have fundamentally different characteristics with regard to density and types of land use, density of street and highway networks, nature of travel patterns, and the relationship between these elements. Consequently, urban- and rural-functional systems are classified separately. Urban areas are those places within the boundaries set by the local officials having a population of 5,000 or more. Rural areas are those places that are not urban.

The Functional Classification System of the City of Bellevue comprises freeway and expressway roadways, collector roadways, rural-major collector roadways, and local streets.

Figure 4-1: The Relationship of Functionally Classified Systems in Serving Traffic Mobility and Land Access



principal- and minor-arterial roadways, roadways, rural-principal arterial

Urban Freeways and Expressways

Freeway roadways provide corridors for inter- and intra-regional traffic, particularly for long trips. The typical land uses accessed by freeway roadways include major industrial and commercial developments. These roadways are typified by high speeds, divided highways with full control of

access, and grade-separated interchanges. The number of lanes is directly related to traffic volume, with four- and six-lanes being the most common. Normally, freeway roadways are high-traffic volume corridors, carrying an excess of 20,000 vehicles per day (vpd) and often over 50,000 vpd.

The urban freeway, or expressway, roadway in the Bellevue Planning Area is the John F Kennedy Expressway (U.S. Highway 75) from Harrison Street to the Fairview Road interchange.

The average weekday traffic volumes for ~~2017~~ 2019 (Nebraska Department of Roads) for John F Kennedy Expressway inside the Bellevue Planning area illustrate the importance of their vehicle-carrying capacity. The traffic volumes are as follows:

- “L” Street to Chandler Road carries ~~75,060~~ 76,860 vpd
- Cornhusker Highway to State Highway 370 carries ~~48,289~~ 49,894 vpd
- State Highway 370 to Capehart Road carries ~~35,750~~ 36,145 vpd

Urban Principal Arterials

Principal arterial roadways are used for longer trips and are high-traffic volume corridors that are not served by freeways. These roadways serve major centers of activity, with access to abutting land secondary to providing service for travel. These traffic corridors are typified by divided street segments with major access points at intersections with the surface street system and some direct access to abutting land. The number of lanes and type of median are directly related to the traffic volume and the type of use of the abutting land, with four- and six-lane divided roadways being the most common. The typical range of traffic volume on a principal arterial roadway ranges from 15,000 to 35,000 vpd.

The urban principal arterial roadways in the Bellevue Planning Area include:

- State Highway 370 from 48th Street to the John F Kennedy Expressway
- Harlan Drive from John F Kennedy Expressway to Galvin Road
- Galvin Road from Harvell Drive to Lincoln Road
- Fort Crook Road from Railroad Avenue to Capehart Road
- 13th Street from Railroad Avenue to Harrison Street
- Mission Avenue from Lincoln Road to Missouri River
- Franklin Street from Harvell Drive to Mission Avenue

- Harvell Drive from Franklin Street to Fort Crook Road
- Cornhusker Highway from Fort Crook Road to 25th Street.

Urban Minor Arterials

Minor arterial roadways interconnect with and augment the principal arterial system and are used for trips of moderate length. These roadways distribute traffic to geographic areas smaller than those served by the principal arterials, with more emphasis on service to abutting land. The number of lanes and type of median are directly related to traffic volume and the abutting land use, with normal standards calling for a mixture of two- and four-lane roadways. The traffic volume for minor arterial roadways generally ranges from 5,000 to 15,000 vpd.

The urban minor arterial roadways in the Bellevue Planning Area include the following:

- Capehart Road from John F Kennedy Expressway to 36th Street
- 25th Street from State Highway 370 to Capehart Road
- 36th Street from Blackhawk Drive to Harrison Street
- Lincoln Road from Mission Avenue to Gregg Road
- Bellevue Boulevard from Harrison Street to Gregg Road
- Galvin Road from Harvell Drive to Fort Crook Road
- Cornhusker Road from 25th Street to 48th Street
- Railroad Avenue from Harrison Street to Fort Crook Road
- Chandler Road from Fort Crook Road to 36th Street
- Harrison Street from 25th Street to 66th Street

Urban Collectors

Collector roadways connect local streets to the arterial street systems. These roadways serve residential neighborhoods, with direct access to abutting land. Collector roadways are normally two-lane roadways with curbs and gutters. The typical volume of traffic ranges from 2,000 to 5,000 vpd.

The urban collector roadways in the Bellevue Planning Area include the following:

- Chandler Road from Fort Crook Road to Bellevue Boulevard
- Childs Road from Bellevue Boulevard to 25th Street

- 25th Street from Harrison Street to State Highway 370
- Avery Road from Fort Crook Road to Bellevue Boulevard
- Betz Road from Harlan Drive to Lloyd Street
- Lloyd Street from Betz Road to Galvin Road
- Bellevue Boulevard from Lincoln Road to Lord Boulevard
- Lord Boulevard from Bellevue Boulevard to Franklin Street
- Franklin Street from Lord Boulevard to Harvell Drive
- 16th Street from Franklin Street to Main Street
- Main Street from 16th Street to M Kountze Drive
- M Kountze Drive from Main Street to 12th Avenue
- 12th Avenue from M Kountze Drive to Bluff Street
- Bluff Street from 12th Avenue to Warren Street
- Warren Street from Bluff Street to Mission Avenue
- Freeman Drive from Harvell Drive to 19th Avenue
- Jackson Street from 19th Avenue to Mission Avenue
- Lincoln Road from Mission Avenue to 24th Avenue
- 24th Avenue from Lincoln Road to Calhoun Street
- Calhoun Street from 24th Avenue to 29th Avenue
- 29th Avenue from Calhoun Street to Hancock Street
- Washington Street from Mission Avenue to 29th Avenue
- Hancock Street from Mission Avenue to 29th Avenue
- Harlan Lewis Road from 29th Avenue to Offutt AFB Road.
- Capehart Road from John F Kennedy Expressway to Fort Crook Road
- Fairview Road from Tregaron Drive to 25th Street
- 25th Street from Fairview Road to Capehart Road
- 48th Street from Harrison Street to Cornhusker Highway
- Giles Road from 48th Street to 36th Street
- 42nd Street from Harrison Street to Giles Road

Rural Principal Arterials

Rural principal arterial roadways provide traffic movement with trip length and density suitable for substantial statewide or interstate travel. These roadways typically serve as the primary connection between urban areas with populations over 50,000 and a large majority of areas with populations over 25,000. Rural principal arterials provide integrated movement without stub connections except where unusual geographic or traffic-flow conditions dictate otherwise (e.g., international boundary connections or connections to coastal cities). In more densely populated states, this class of highway includes most (but not all) heavily traveled routes that might warrant multilane improvements.

Rural principal arterial roadways in the Bellevue Planning Area include the following:

- State Highway 370 from 48th Street to 60th Street
- U.S. Highway 75 from Fairview Street to Platte River

Rural Minor Arterials

Rural minor arterial roadways link cities and larger towns and form an integrated network providing interstate and intercounty service. These roadways should be spaced at such intervals, consistent with population density, so that all developed areas of the state are within a reasonable distance of an arterial highway. Rural minor arterial roadways provide service to corridors with trip lengths and travel density greater than those predominantly served by rural collector or local systems. Rural minor arterials consist of routes whose design should provide for relatively high travel speeds, with minimum interference to movement.

The Bellevue Planning Area does not currently have roadways that qualify as minor arterial roadways.

Rural Major Collectors

Rural major collectors roadways should provide service to any county seat not served by an arterial route, to larger towns not directly served by the higher systems, and to other traffic generators of equivalent intra-county importance, such as consolidated schools, shipping points, county parks, important mining and agricultural areas, etc. These roadways should also link the aforementioned land

uses with nearby larger towns or cities or with routes of higher classification and serve the more important intra-county travel corridors.

Rural major collector roadways in the Bellevue Planning Area include the following

- Cornhusker Road from 48th Street to Eagle Hills Drive
- Capehart Road from 36th Street to 60th Street
- 36th Street from Blackhawk Drive to Platteview Road
- Platteview Road from U.S. Highway 75 to 57th Street
- Fort Crook Road from Capehart Road to Fairview Road
- Harlan Lewis Road from Offutt Air Force Base Road to LaPlatte Road
- LaPlatte Road from Harlan Lewis Road to U.S. Highway 75

Rural Minor Collectors

Rural minor collector roadways should be spaced at intervals, consistent with population density, to collect traffic from local roads and so that all developed areas are within a reasonable distance of a collector road. They should also provide service to the remaining smaller communities and link the locally important traffic generators with other areas.

Rural minor collector roadways in the Bellevue Planning Area include the following:

- Fairview Road from John F Kennedy Expressway to Tregaron Drive
- LaPlatte Road from U.S. Highway 75 to 57th Avenue
- 36th Street from LaPlatte Road to Platteview Road
- 57th Avenue from La Platte Road to Platteview Road

Local Roadways

Local roads primarily provide access to adjacent land, provide service to travel over relatively short distances as compared with collector roadways or other higher systems. Local roads will constitute the mileage not classified as part of the principal arterial, minor arterial, or collector systems; urban or rural.

Major Bridges

The Bellevue Planning Area is bordered by two major rivers—the Missouri River and the Platte River. Connectivity between the City of Bellevue, Iowa, and other areas of Nebraska is provided by the following two bridges:

- State Highway 370 Bridge, which is a two-lane toll bridge that crosses the Missouri River.
- U.S. Highway 75, which is a four-lane structure that crosses the Platte River.

Transit

Within the planning area, public transportation is operated by Metro. Metro was “enabled” by an act of the Nebraska State Legislature, Bill 1275, and began operations in July 1972.

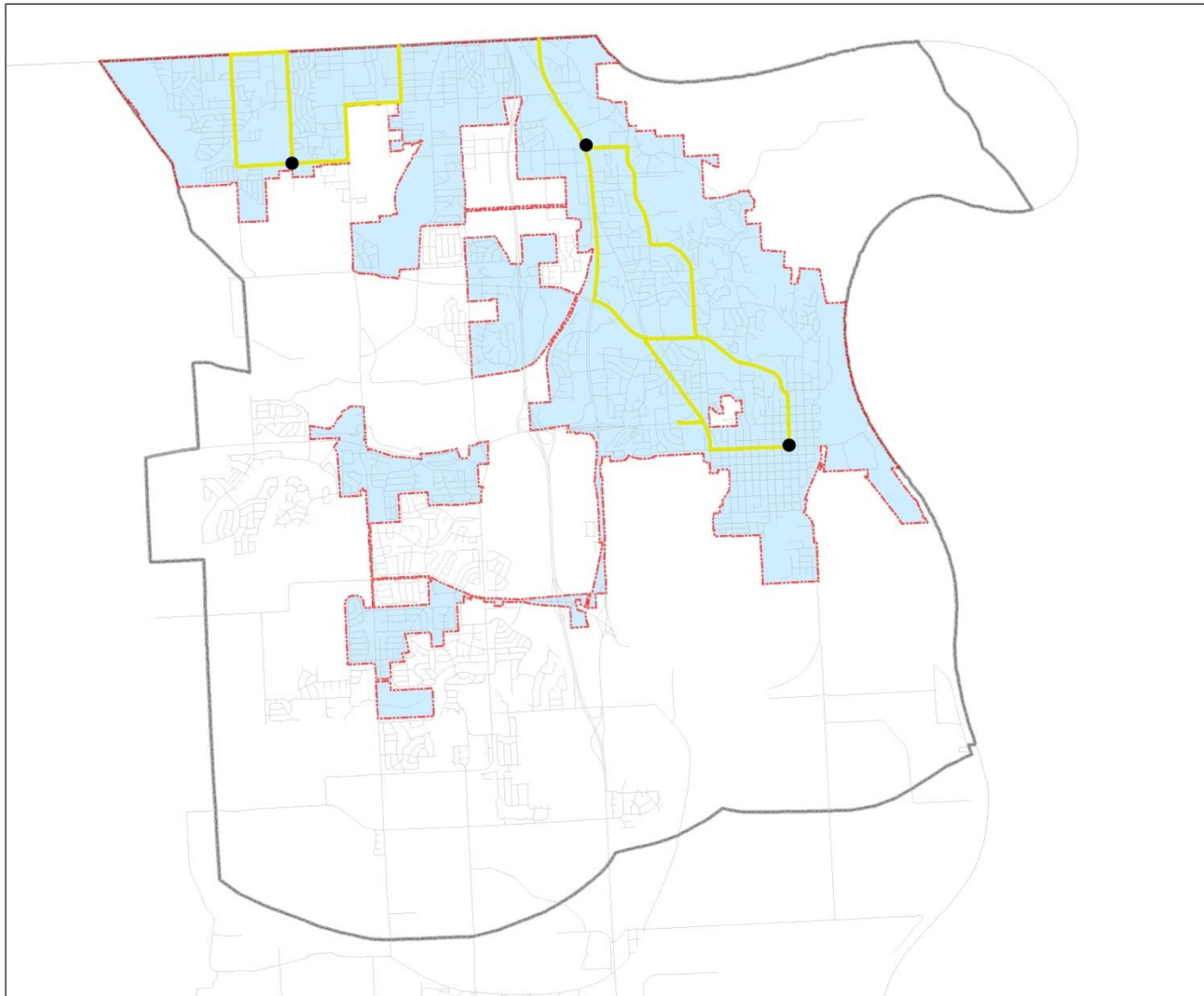
As a quasi-public and private entity, autonomous in nature, Metro operates on a daily basis under the direction of a Board of Directors consisting of five members. Board members are appointed by the City of Omaha’s City Council and the Douglas County Commissioners. The first board was sworn in and took office on May 30, 1972. Since then, the Metro Board has met monthly, and the meetings are in compliance with the State of Nebraska’s Open Meeting Laws.

Metro maintains transit services for all areas within the city limits of the City of Omaha. Transit service outside the Omaha city limits and with private entities are “turnkey” contracts. All Metro City of Omaha services and contracted services are available to the general public with published fares and schedules. The City of Bellevue currently has a contract with Metro to provide transit services within the city. Currently Bellevue is served by one Metro express route, which has park and ride locations generally east of Highway 75 and west of Galvin Road.

The Human Services Division of the City’s Administrative Services Department operates a specialized transportation bus system for elderly and disabled Bellevue residents. This service will transport residents to and from destinations in Bellevue and Omaha. There is a fee for this service and registration and advance reservations are required.

Complete Streets

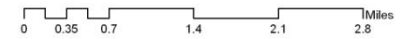
Complete Streets has been defined by the City of Bellevue as “streets designed and operated to enable a multimodal, context sensitive framework of streets that provide safe, efficient access and use for all users”. The City of Bellevue has adopted a policy to plan for, design and construct all new City transportation improvement projects in accordance with Complete Streets guidelines to provide for the safety and convenience of all users of all ages and abilities, including pedestrians, bicyclists, transit users and motorists.



**Bellevue
Comprehensive Plan
Bellevue, Nebraska
Bellevue Planning Area
Fixed-Route Transit**

Legend

- Transit Terminal
- Transit Inventory
- Bellevue Road Centerline
- Bellevue City Limit
- Bellevue ETJ
- Sarpy County Line



Map 4-1: Bellevue Planning Area Fixed-Route Transit

Pathways and Trails

Continuous systems of pedestrian and bicycling paths are advocated to accommodate short trips for many persons, especially those who are unable to drive, as well as for recreational purposes. Established pedestrian linkages in the Bellevue Planning Area should be connected to neighborhoods, schools, recreation and shopping areas, and other destination within the community. Extensions of the trail systems should incorporate multipurpose design.

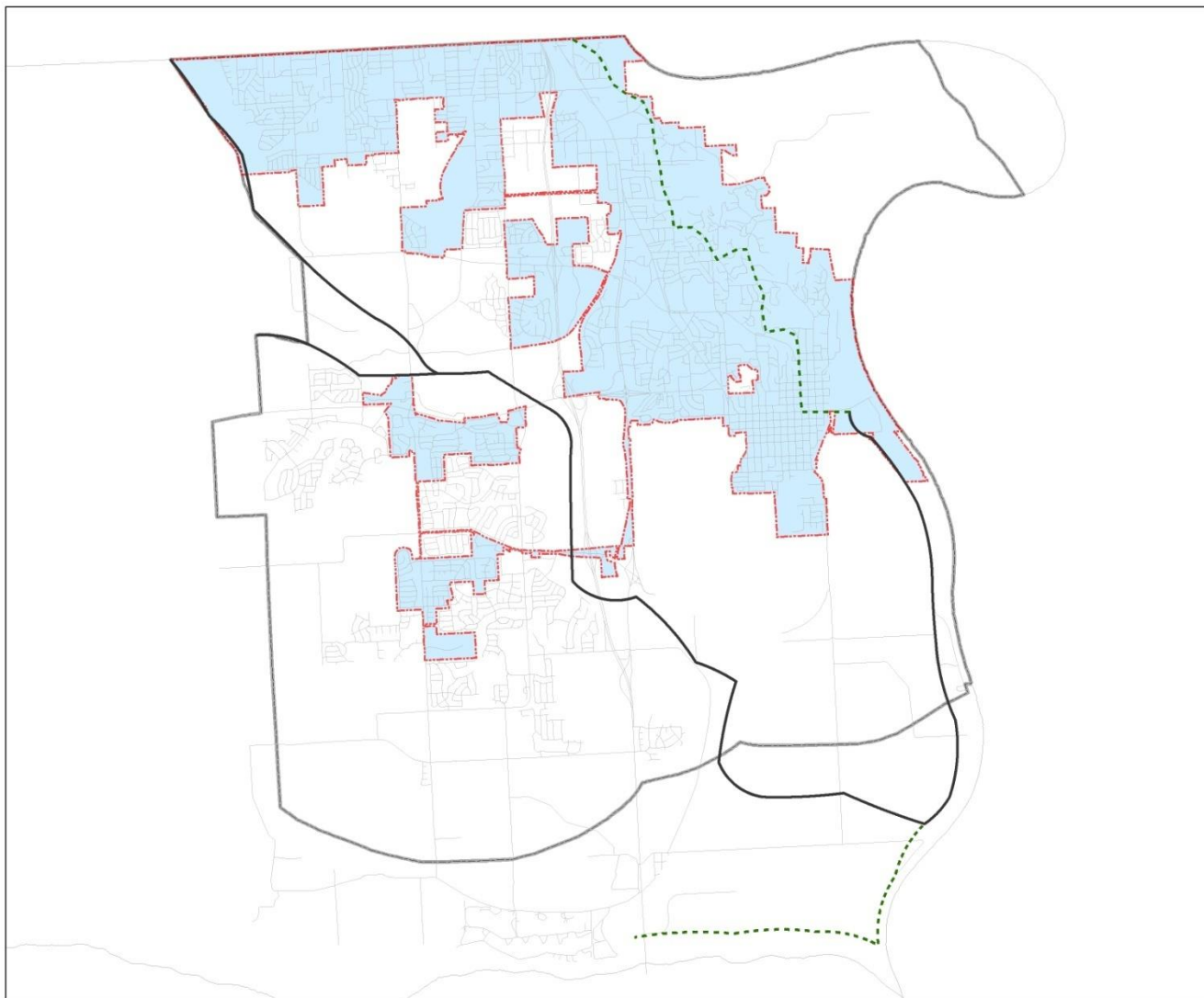
The existing bicycle and pedestrian trail network is best described as a shared-use path. These paths are generally used in corridors not served by streets and highways. Recreational paths along waterways, natural scenic areas, parks, recreational areas or other public places all serve this purpose. They are intended to provide a viable surfaced pathway for bicyclists, pedestrians and equestrian traffic. Possible future path and trail systems are indicated in Map 4-2 and in the city's Park Master Plan.

Although a well-defined recreational trail system exists within the Bellevue Planning Area, major commuter routes are not currently used. The existing Bellevue trail system follows the Papio Creek and Missouri River waterways. There are few, if any, direct trail segments that offer commuting opportunities.

The future pathway and trails illustrated in Map 4-2 propose that the existing trails be extended along the Missouri River, adjacent to the Bellevue Planning Area. This extension will further the recreational opportunities that the existing trails provide while creating a better connection between the Bellevue and Omaha trail systems. Given the limited ability of municipal and county governmental agencies to predict when and where recreational trails will be needed and how they will be funded, the City of Bellevue must constantly update and revise its plan for the future extension of a trail network to reflect the growth pattern and the need for such facilities.

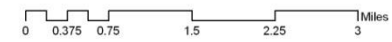
It is recommended that the City of Bellevue work with the Metropolitan Area Planning Agency (MAPA) to achieve the designation of a Bicycle Friendly Community. Activities aimed at achieving this designation include the creation of a bicycle route map, designation of bike routes and paths, offering educational activities that promote biking and bicycle safety, and promoting the bicycle as an acceptable mode of transportation.

**Bellevue
Comprehensive Plan
Bellevue, Nebraska
Existing and
Proposed Trails**



Legend

- Existing Trails
- - - Proposed Trails
- Bellevue Road Centerline
- ▭ Bellevue City Limit
- ▭ Bellevue ETJ
- ▭ Sarpy County Line



Map 4-2: Existing and Proposed Trails

Rail Transportation

The existing railroad system in the Bellevue area is an extension of the first transcontinental railroad which began in Omaha. Approximately 50 miles of railroad track runs through the City of Bellevue. Every mile of the rail system is operated and maintained by the Union Pacific Railroad (UPRR) and Burlington Northern-Santa Fe (BNSFRR) railroads. UPRR maintains a dispatch center to the north of the planning area in Omaha. Map 4-3 displays the active rail corridors in the Bellevue Planning Area.

All railroad concerns operating in the Bellevue area are private ventures. Future actions, plans, and investments will be made by their respective governing boards.

As the new Missouri River Bridge and Highway 34 corridor are completed south of Offutt AFB, it is expected that there will be demand for rail-served industrial sites in this area. An extension of the existing spur line south of LaPlatte Road can be made to serve the area immediately south of the new Highway 34 and north of LaPlatte Road, while a new spur can be constructed to serve the proposed industrial area north of the Papillion Creek. Map 4-3 also shows the locations of the proposed new rail lines.

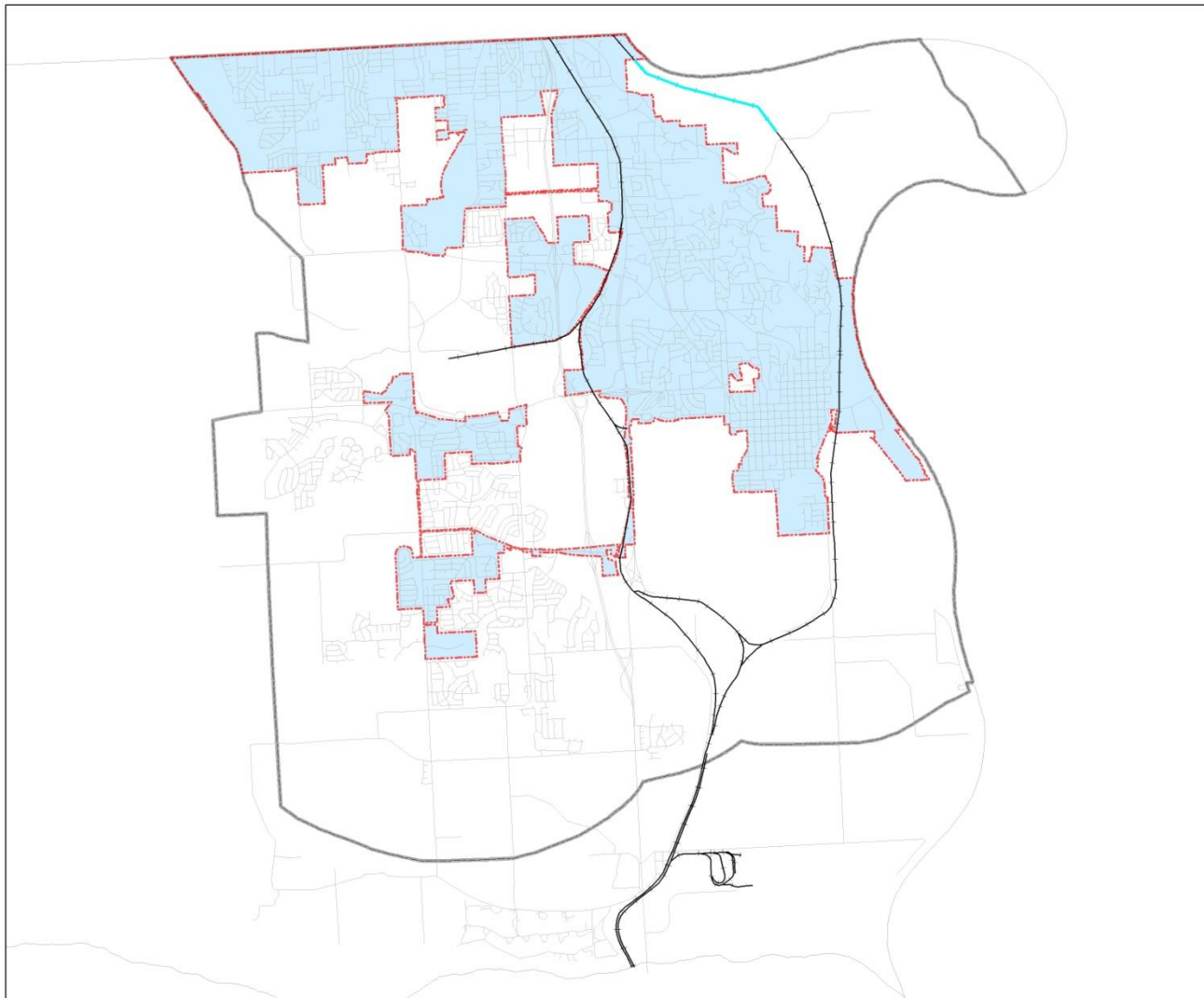
Aviation

There are five airport facilities located within the Bellevue area. Three of these facilities are public airports, one is a private facility and the fifth is operated by the United States Air Force. Operation of these facilities needs to be taken into consideration when making land use decisions.

The vast majority of civilian traffic in the area flows through Omaha's Eppley Airfield. Eppley is the sole commercial airport with regular commercial service in the region. Eppley Airfield is operated by the Omaha Airport Authority (OAA). Eppley Airfield offers domestic service to the nation's major hubs where passengers can connect to destinations across the globe. A second public airport in Omaha is the Millard Airport. This single-strip, general aviation facility is also under the control of the OAA. The region's third public airport is located east of Council Bluffs, IA. The Council Bluffs Municipal Airport is a dual-strip general aviation facility and is operated by the Council Bluffs Airport Authority. The final publicly-owned airport is the single-strip Plattsmouth Municipal Airport, operated by the Plattsmouth Airport Authority. The North Omaha Airport is a privately owned, public use airport located north of

Interstate 680 on 72nd Street. Users pay a fee for operation of the airport. The North Omaha Airport is also the home base for the Omaha Police Department's helicopter fleet.

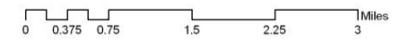
The United States Air Force operates Offutt Air Force Base in Bellevue. In the past, Offutt was the home of Strategic Air Command or SAC. Currently, Offutt Air Force Base is the home of United States Strategic Command or USSTRATCOM and the 55th Wing of the United States Air Force. There are currently around 10,000 military and federal employees stationed at Offutt in various capacities.



**Bellevue
Comprehensive Plan**
Bellevue, Nebraska
**Existing Railroad
Corridors**

Legend

- Railroad
- Bellevue Road Centerline
- Bellevue City Limit
- Bellevue ETJ
- Sarpy County Line



Map 4-3: Existing Railroad Corridors

4.2 Access Management

This section of the transportation plan details recommended access-management guidelines that should be adopted by the City of Bellevue. Access management is characterized as the strategic provision of access along streets, including the systematic control of the location, spacing, design, and operation of street and driveway connections to a roadway. Access management should be a priority along all arterial streets. In addition, continuous collector roadway networks should be developed to supplement the arterial roadway system.

The following standards reflect the criteria applicable to the location and design of access points. More than one criterion may apply to any condition. These standards are applicable to new development and should be used for existing areas and roadways to the greatest extent practicable. Consideration should be given to driveway consolidation, relocation, and on-site connectivity where possible.

Traffic Signal Spacing

Future traffic signals on principal arterials should be spaced at 0.5-mile intervals. All other arterial roadways should allow for signalized intersection spacing at no less than 0.25-mile intervals.

Median Break Spacing

Median breaks, and allowances for them, are an important component of access management. The following guidelines should apply to the design and control of median breaks:

- Median breaks should not be allowed on arterial roadways within 1,000 feet of an interchange.
- Full median break access can be allowed where traffic signals, if installed at some point in the future, would be adequately spaced from adjacent traffic signals.
- Non-signalized median breaks on divided principal arterials should be spaced at 0.25-mile intervals and 0.125-mile intervals along other arterial roadways.

Private Driveways

A key access-management issue is the location and type of access driveways on the street network. The guidelines below should be incorporated for all planned access drives. Consideration should be given to eliminate, consolidate, and improve separation of existing driveways, to the extent possible. These guidelines will allow for safer and more efficient traffic flow.

- Direct driveway access should not be allowed on future principal arterial roadways.
- Residential driveway access should not be allowed on all arterial roadways and should be limited as much as possible on collector roadways.
- Nonresidential driveway access should not be allowed within an intersection influence area. An intersection influence area is that area within 500 feet of an intersection, along an arterial roadway and with 300 feet of an intersection along a collector roadway.
- Spacing between driveways should be kept at a minimum of 300 feet and preferably 400 feet.
- Driveways that may potentially produce traffic volumes that would warrant signalization shall be located to satisfy the traffic signal spacing requirements.

Street Spacing

All future major arterial roadways should be planned for at no less than 1-mile intervals. Future collector roadways should be planned for at 0.5-mile (no closer than 0.333-mile) spacing along primary roadways wherever possible throughout Bellevue. This separation of future roadways will ensure that adequate spacing will exist between major intersections.

In addition, proposed major commercial access locations and other cross-street approaches should be planned to accommodate a minimum of four lanes (one inbound and three outbound) in the event that signalization would be needed. This would allow for a left, through, and right-turn lane at the side street approaches.

4.3 Street-System Improvements

Transportation improvements typically follow changes in land-use patterns. As the City and surrounding areas are urbanized into residential, commercial, or industrial uses, the current transportation system must be expanded to better serve these developments. According to MAPA, which serves the Omaha and Council Bluffs Metro Area (including Bellevue), transportation improvements can lag behind the changes in land use by up to 15 years. In the case of the Bellevue Metro Area, increased developments in the south have overloaded existing transportation facilities and increased congestion.

Planning for major street improvements is coordinated regionally through the Metropolitan Area Planning Agency. On February 24, 2011 the MAPA Board of Directors approved the 2035 Long Range Transportation Plan for the Omaha metropolitan area, including Bellevue. The following projects were included for Bellevue and its zoning jurisdiction:

US-34, Missouri River Bridge Approach	New 4-lane (Complete)
US-34, Missouri River Bridge, Nebraska Share	New bridge (Complete)
36 th Street, Highway 370 to Sheridan Road	2 lane rural to 4 lane urban (In Progress)
36 th Street, Sheridan Road to Platteview Road	2 lane rural to 4 lane urban
Platteview Road, 27 th Street to US-75 interchange	New 4 lane urban
Capehart Road, 27 th Street to 35 th Street	2 lane rural to 4 lane urban (Partially complete)
Platteview Road, 36 th Street to 27 th Street	4 lane divided with left turn lanes
48 th Street, Cornhusker to Bellevue city limits	3 lane with TWLTL
25 th Street, north of Childs	3 lane with TWLTL
25 th Street, Schneekloth Road to south of Capehart	3 lane with TWLTL
US-75, Platteview Road interchange	New interchange (Complete)
US-75, Fairview Road interchange	Reconfigure interchange (Complete)
US-75, Plattsmouth – Bellevue, N of Platte River	4 lane freeway (Complete)
Platteview Road, 84 th Street to 36 th Street	4 lane urban
Capehart Road, 36 th Street to 84 th Street	4 lane urban (Partially complete, 3-lane section)
US-75, Highway 370 to “W” Street	Additional lanes northbound and southbound

These street improvements are depicted on Map 4-4.

Improvements to 36th Street, between Highway 370 and Platteview Road, and to Capehart Road, between 27th Street and 25th Street, are included in the City's 2020-2025 Capital Improvement Plan and are expected to be completed in the near term. The US-34 bridge project was completed in October, 2014; all other projects are longer term and are dependent upon federal, state, and local funding availability.

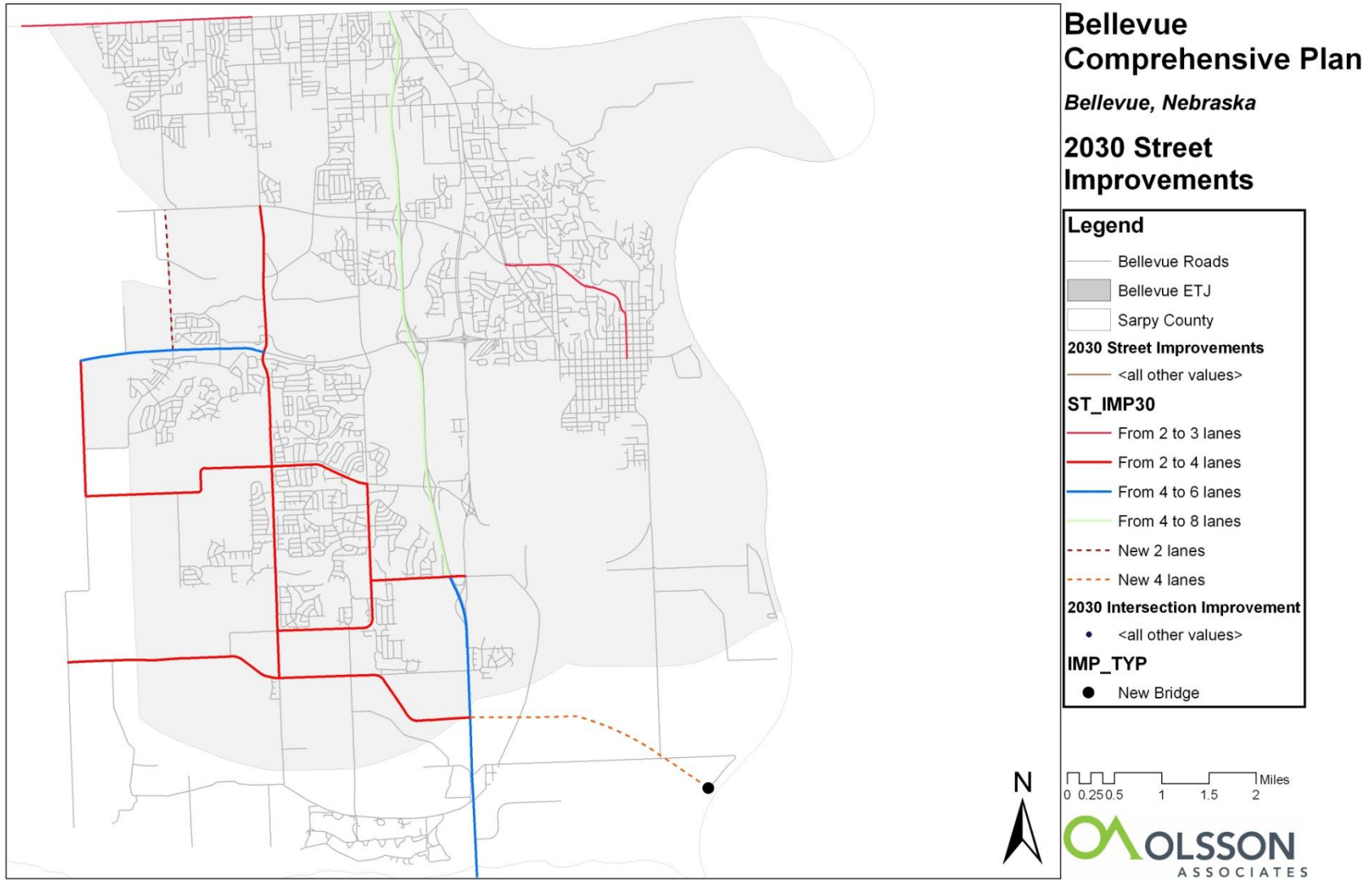
With the expected industrial development south of Bellevue that will follow the completion of the Highway 34 Bridge, increased traffic is expected between this area and the Olde Towne area. Currently this traffic utilizes a residential street; an alternate route that avoids the residential area and provides for more efficient traffic flow should be considered between Mission Avenue and Highway 34. This new roadway is also depicted on Map 4-4, but is shown only for illustrative purposes—no location has been determined.

To help ease traffic congestion near 15th Street and Cornhusker Road, the City is exploring the possibility of an east-west connection between South 15th Street and Raynor Parkway. This connection would allow traffic to flow between the Wolf Creek and Twin Creek commercial areas while by-passing the Willow Springs neighborhood, which currently experiences heavier traffic.

Street System Improvements

Facility	From	To	Improvement
25 th Street	Schneekloth Road	Capehart Road	From 2 to 4 lanes
36 th Street	Capehart Road	Cornhusker Road	From 2 to 4 lanes
36 th Street	Platteview Road	Capehart Road	From 2 to 4 lanes
48 th Street	NE-370	Cornhusker Road	New 2 lanes
60 th Street	NE-370	Capehart Road	From 2 to 4 lanes
Lincoln Road / Mission Avenue			Intersection improvement
Capehart Road	25 th Street	180 th Street	From 2 to 4 lanes
Fairview Road	Fort Crook Road	25 th Street	From 2 to 4 lanes
Franklin Street	Harvel Drive	Mission Drive	From 2 to 3 lanes
Harrison Street	36 th Street	48 th Street	From 2 to 3 lanes
Harrison Street	48 th Street	72 nd Street	From 2 to 3 lanes
Harvel Drive	Galvin Road	Franklin Street	From 2 to 3 lanes
Kennedy Freeway	Fairview Road	Platte River	From 4 to 6 Fwy
Kennedy Freeway	NE-370	Fairview Road	4 Exp to 8 Fwy
Kennedy Freeway	Q Street	NE-370	From 4 to 8 lanes
NE-370	36 th Street	72 nd Street	From 4 to 6 lanes
Platteview Road	US-75	NE-31	From 4 to 6 lanes
Platteview Road-Ext	Connector	I-80	New 4 lanes, new bridge
Schneekloth Road	25 th Street	36 th Street	From 2 to 4 lanes

Table 4-1: Street System Improvements



Map 4-4: 2030 Street Improvements

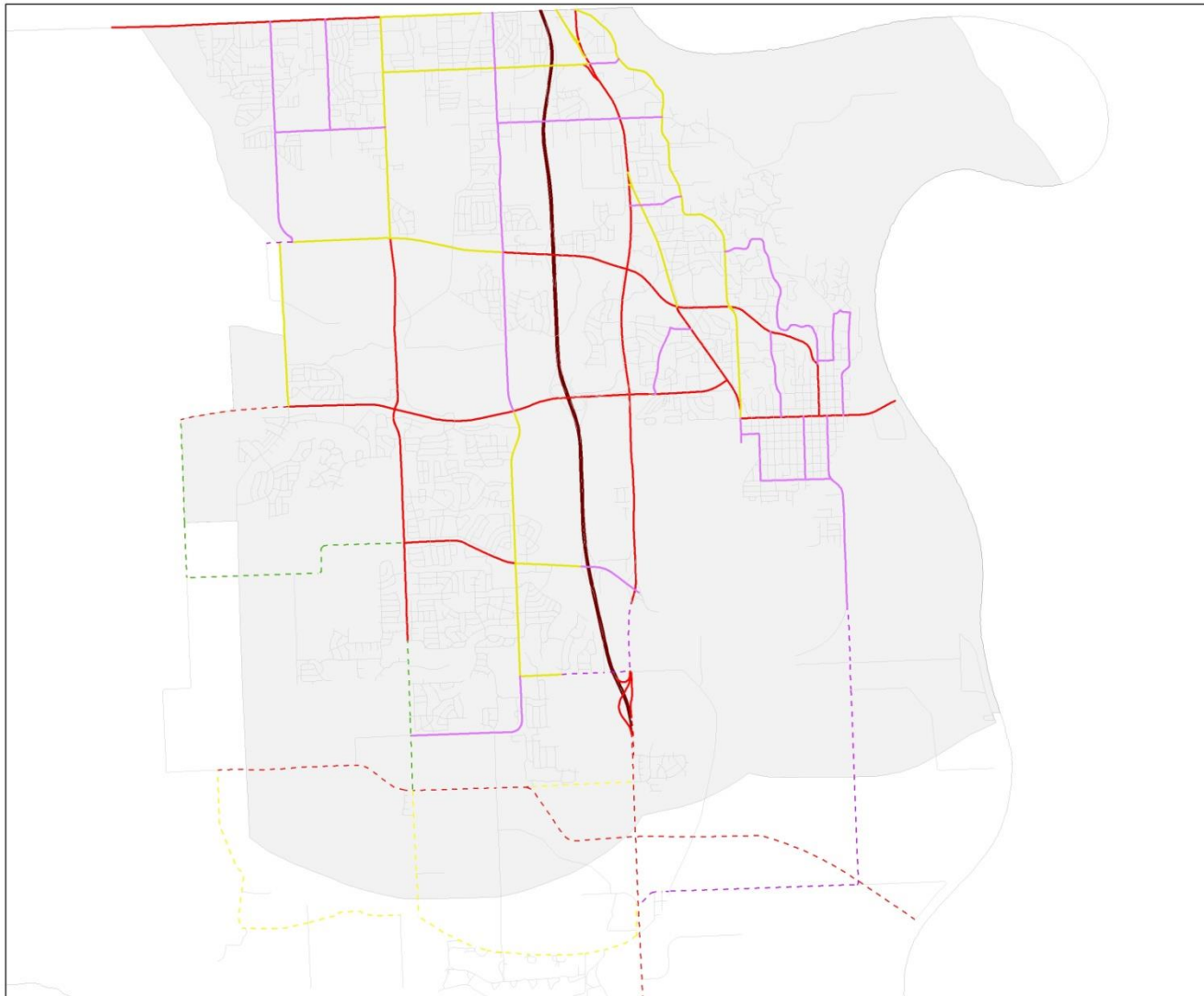
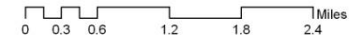
Bellevue Comprehensive Plan

Bellevue, Nebraska

Recommended Future Roadway Functional Classification

Legend

- Bellevue ETJ
- Sarpy County
- Freeway or Expressway
- Urban Principle Arterial Roadway
- Urban Minor Arterial Roadway
- Urban Collector Roadway
- Rural Principle Arterial Roadway
- Rural Minor Arterial Roadway
- Rural Major Collector Roadway
- Rural Minor Collector Roadway
- Local Roads



Map 4-5: Recommended Future Roadway Functional Classification

4.4 Funding Evaluation

Various federal, state, and local funding sources could be considered to implement Bellevue's transportation improvements. Possible funding sources include the following:

- **Federal Surface Transportation Program (STP) dollars.** This program returns federal gas tax dollars to states on an annual basis. These funds can be used for improvements to any public roadway. The Nebraska Department of Roads allocates these funds to cities and counties and retains some for state use.
- **State highway dollars.** The Nebraska Department of Roads collects state gas taxes to fund improvements to the state highway system. These funds could be used for improvements to state highways in Bellevue, such as U.S. Highway 75.
- **Grade-separation dollars.** The Nebraska Department of Roads collects a train-mile tax from closing at-grade highway-rail intersections. These funds could be used to construct new railroad grade-separation structures.
- **State and federal highway safety dollars.** Funding is available for improvements at hazardous locations.
- **Intelligent Transportation System (ITS) dollars.** Federal and state funds are frequently set aside for ITS projects to improve traffic and transit operations. Both the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) administer these funds. Some state and local areas have obtained Congressional "earmarks" for specific ITS projects or programs.
- **Transportation enhancement dollars.** Federal programs exist for transportation enhancements, such as trails.
- **City sales or other tax dollars.** The City has traditionally used some of its taxes for transportation maintenance and operational improvements.

- **Bonding dollars.** Many communities have used bonding to fund transportation improvements. A source of funding to repay the bonds is required.

As with most communities, the number of potential improvement projects far exceeds the funding that may be available for these improvements. Thus, a recommended transportation plan must be adopted so that available funding sources can be explored and appropriate projects included in the State's Transportation Improvement Program (TIP).

5.0 Energy Element

In 2010, the Nebraska Legislature approved Legislative Bill 997, amending Section 19-903 of the Nebraska State Statutes which identifies the required components of a city's comprehensive development plan. LB 997 added the following requirement:

“An energy element which: Assesses energy infrastructure and energy use by sector, including residential, commercial and industrial sectors; evaluates utilization of renewable energy sources; and promotes energy conservation measures that benefit the community;”

The information contained in this section was obtained from publicly available sources, including utilities serving the City of Bellevue. Although repeated efforts were made to obtain data regarding natural gas use in the city, no information was provided by the city's two gas suppliers—Metropolitan Utilities District and Black Hills Energy.

ENERGY INFRASTRUCTURE

Electrical Power

Bellevue's electrical power is supplied by Omaha Public Power District (OPPD). OPPD is headquartered in Omaha, NE, and serves a 13 county, 5,000 square mile area. They serve a population of approximately ~~789,000~~ 855,000 people. OPPD ranks as the 12th largest public power utility in the United States in number of customers served.

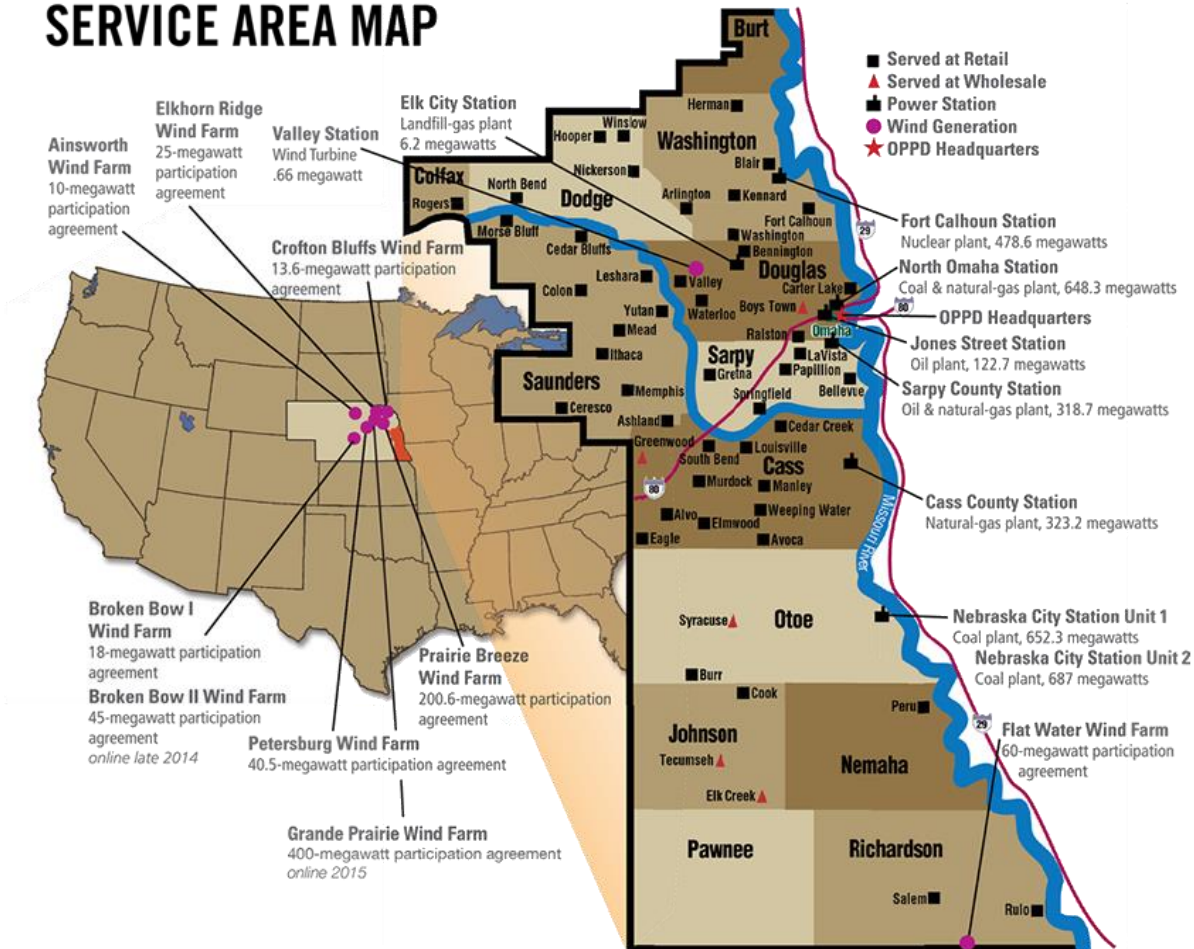
The majority of OPPD's power comes from ~~three~~ two power plants: North Omaha Station (a coal-fired plant), and Nebraska City Station (a coal-fired plant) ~~and Fort Calhoun Station (a nuclear power plant)~~. OPPD also has renewable energy resources, to include a landfill gas plant and wind turbines.

*Source: Omaha Public Power District

Most recently within Bellevue's jurisdiction, OPPD has constructed two new substations. One is located at 27th Street and Platteview Road, while the other is located near Offutt Air Force Base along Fort Crook Road South.

OPPD Service Area

SERVICE AREA MAP



*Source: Omaha Public Power District

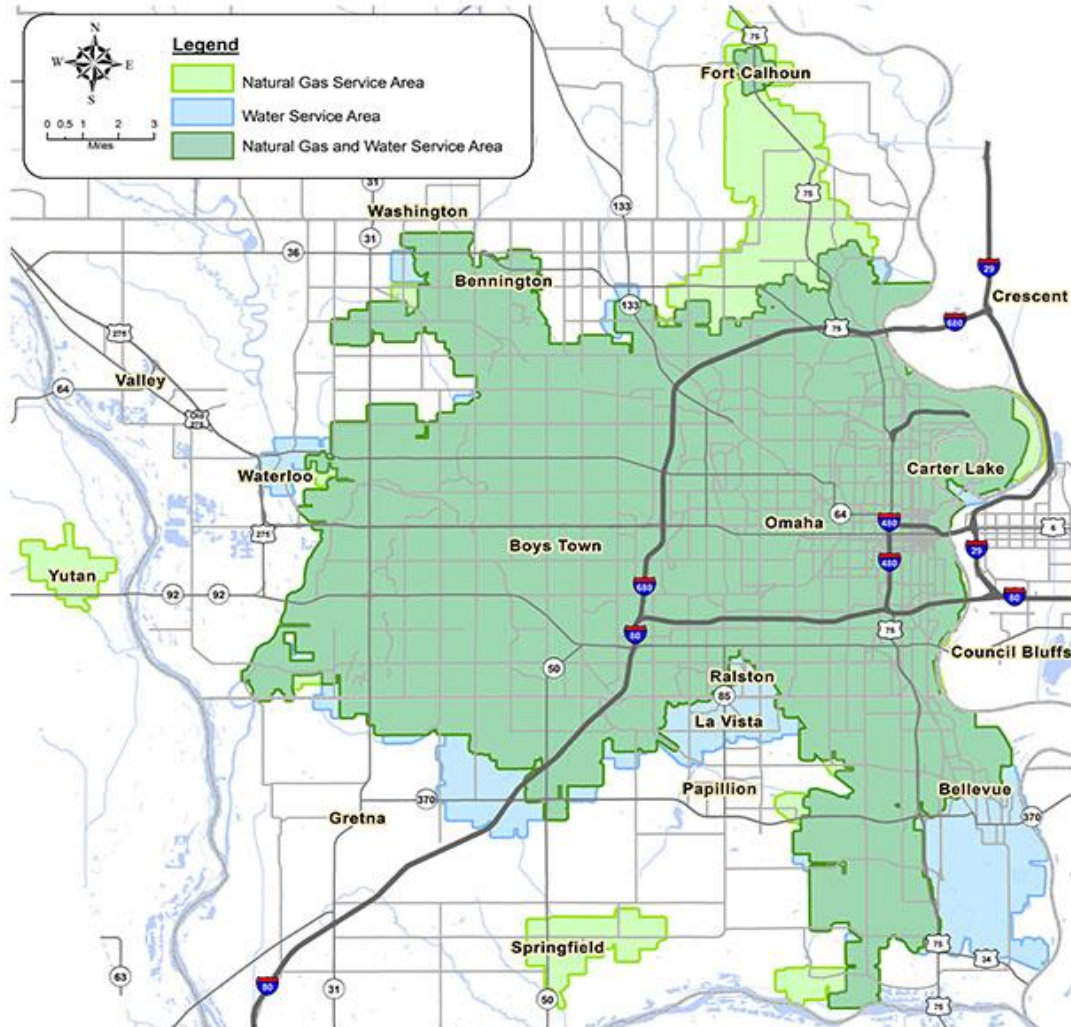
Natural Gas Service

Bellevue is supplied with natural gas from two sources; Metropolitan Utilities District (M.U.D.) and Black Hills Energy.

Metropolitan Utilities District is the only metropolitan utility district in the State of Nebraska. It was created by the Nebraska Legislature as a political subdivision in the early 1900's. M.U.D. is the 5th largest public gas utility in the United States. They serve natural gas to approximately ~~221,000~~ 233,000 customers and 85% of the Bellevue area.

*Source: Metropolitan Utilities District

Metropolitan Utilities District Service Area



*Source: Metropolitan Utilities District

Black Hills Energy provides natural gas service in the Bellevue area to those not covered by Metropolitan Utilities District. Black Hills Energy is headquartered in Rapid City, SD, with a corporate office location in Papillion, NE. They are an investor-owned utility and have more than ~~600,000~~ **1.3 million** customers in ~~four~~ **eight** states.

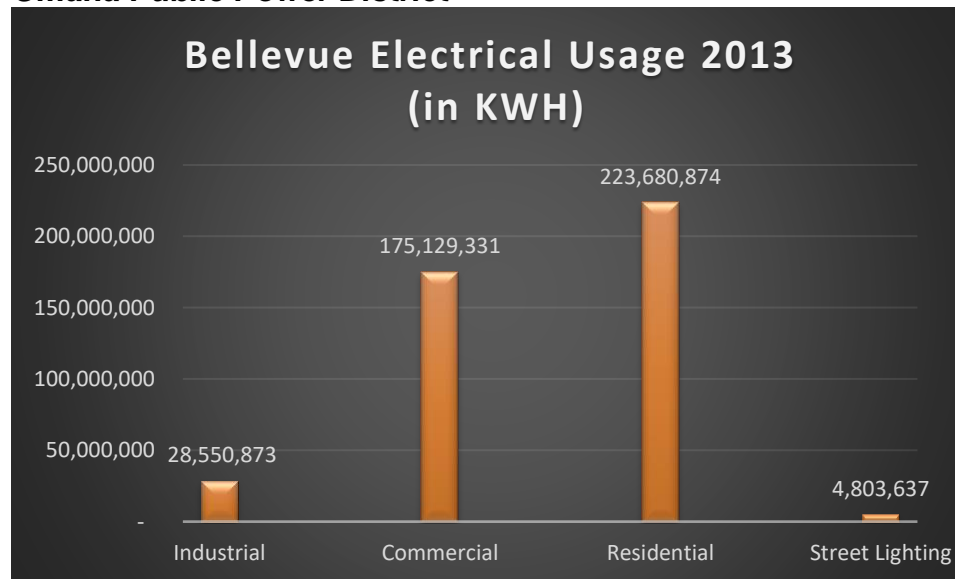
*Source: Black Hills Energy

A service area map is not available for Black Hills Energy.

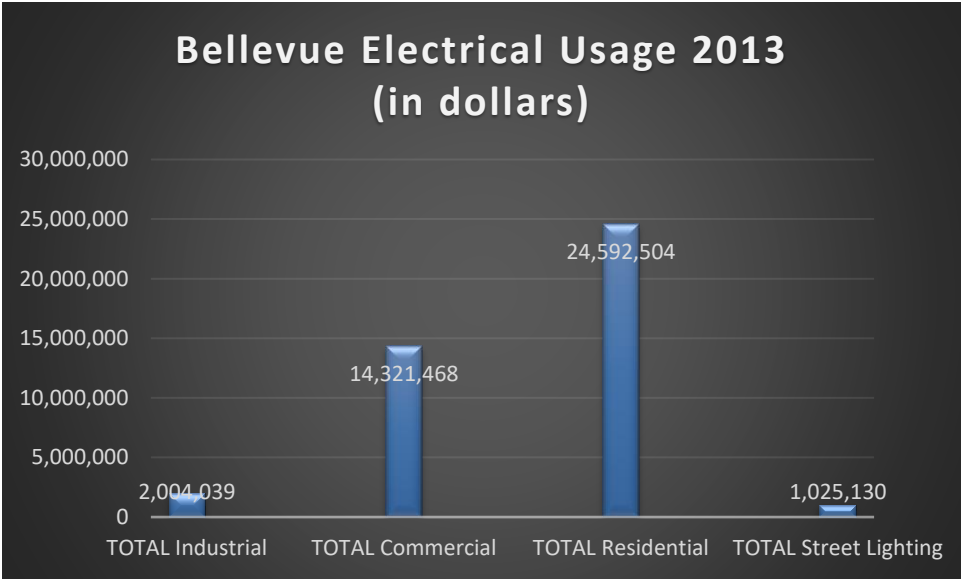
ENERGY USE BY SECTOR

In Bellevue, the data shows residential electrical usage is more than the commercial and industrial usage combined. The commercial usage is approximately six times more than the industrial usage. We can compare this to recent national data which shows more balanced usage among these three sectors.

Omaha Public Power District



Source: Omaha Public Power District



Source: Omaha Public Power District

National energy consumption estimates by sector

trillion Btu

January to July	2014	2013	2012
End-Use Sector			
Residential	13,109	12,661	11,796
Commercial	10,785	10,514	10,136
Industrial	18,249	17,928	17,926
Transportation	15,753	15,634	15,617
Primary Total	57,906	56,735	55,470

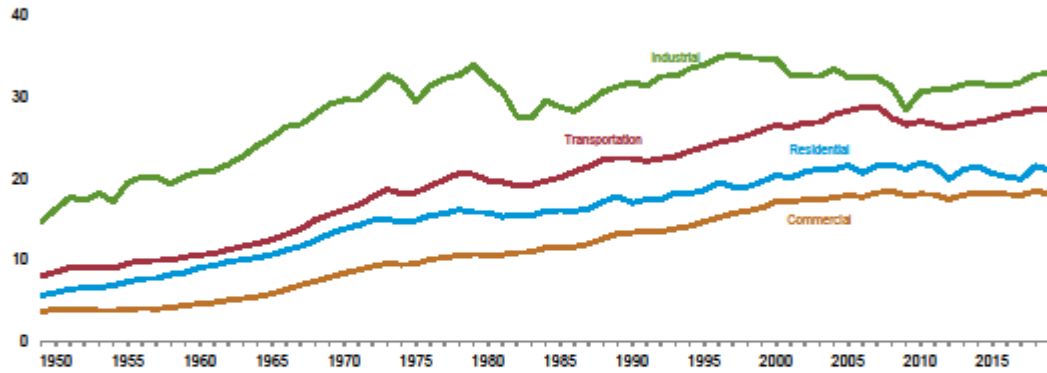
Source: U.S. Energy Information Administration, [Monthly Energy Review – Table 2.1](#)

[Remove this table and update with next page](#)

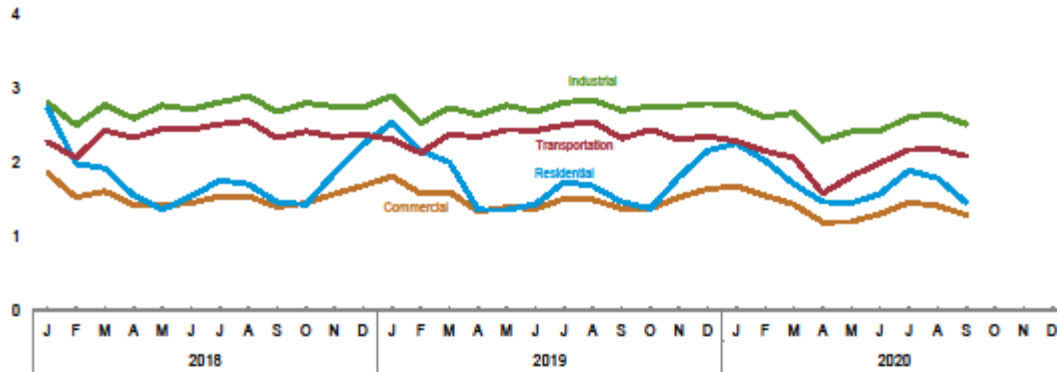
Source: Table 2.1 U.S. Energy Information Administration/Monthly Energy Review December 2020

Figure 2.1 Energy Consumption by Sector
(Quadrillion Btu)

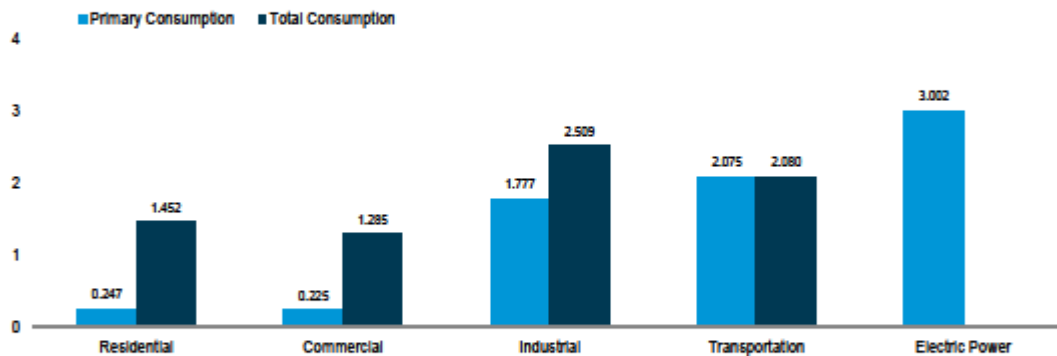
Total Consumption by End-Use Sector, 1949–2019



Total Consumption by End-Use Sector, Monthly



By Sector, September 2020



Metropolitan Utilities District

Natural gas consumption data was not supplied by M.U.D.

Black Hills Energy

Natural gas consumption data was not supplied by Black Hills Energy.

UTILIZATION OF RENEWABLE ENERGY SOURCES

Sustainability

There are numerous definitions of sustainability. There may be as many definitions of sustainability as there are groups trying to define it. Typically, all of the definitions have to do with 1) living within our limits, 2) understanding the connection between economy, society, and the environment, and 3) equitable distribution of resources and opportunities.

The United States Environmental Protection Agency states sustainability is based on a simple principle: everything we need for our survival and well-being depends either directly or indirectly on our natural environment. Sustainability creates and maintains the conditions under which humans and nature can exist in productive harmony, and permit fulfilling the social, economic, and other requirements of present and future generations.

In recent years, much emphasis has been placed on utilizing more renewable resources. The Federal Government, by executive order, will set an example of this. By the fiscal year 2020, to the extent economically feasible and technically practicable, 20 percent of the total amount of electric energy consumed by each agency during any year shall be renewable energy.

Electricity

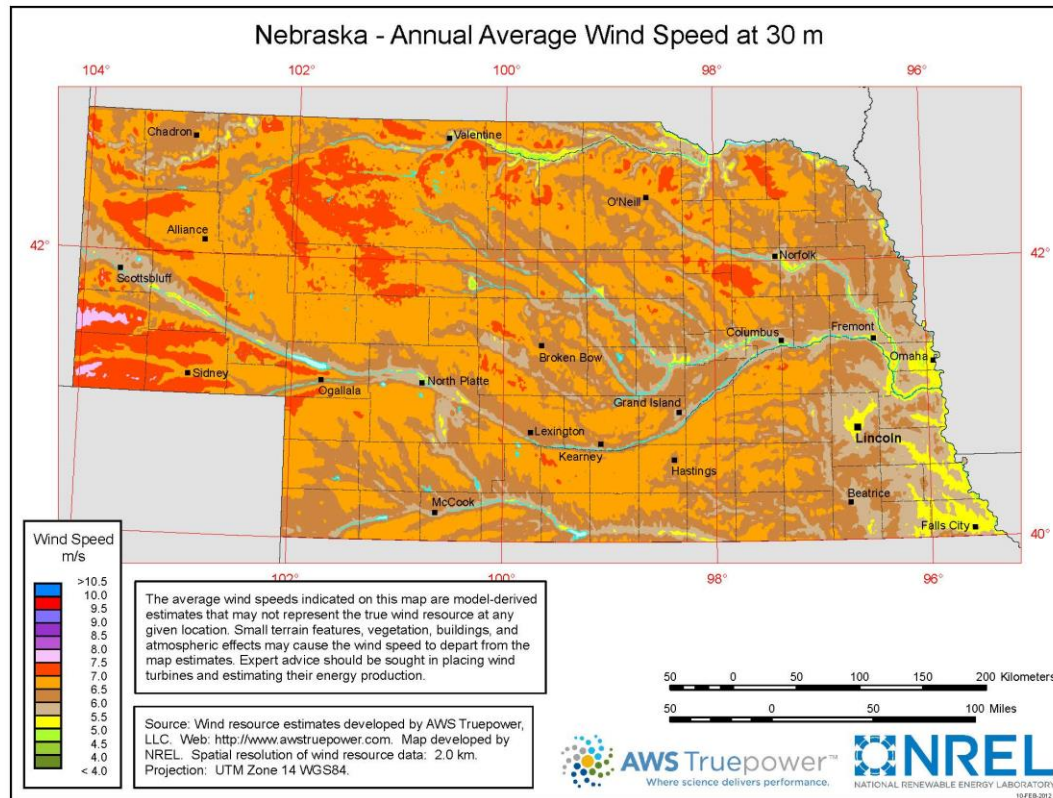
The Omaha Public Power District (OPPD) provides electric service to residents of Bellevue and Sarpy County, as well as all or parts of twelve other counties in eastern and southeastern Nebraska, as previously shown on the OPPD service area map. In producing electricity, OPPD utilizes the following fuel sources: low-sulfur coal, carbon-free nuclear, wind, landfill gas, and natural gas and fuel oil. Of these five sources, wind and landfill gas can be considered as renewable energy sources.

Wind power

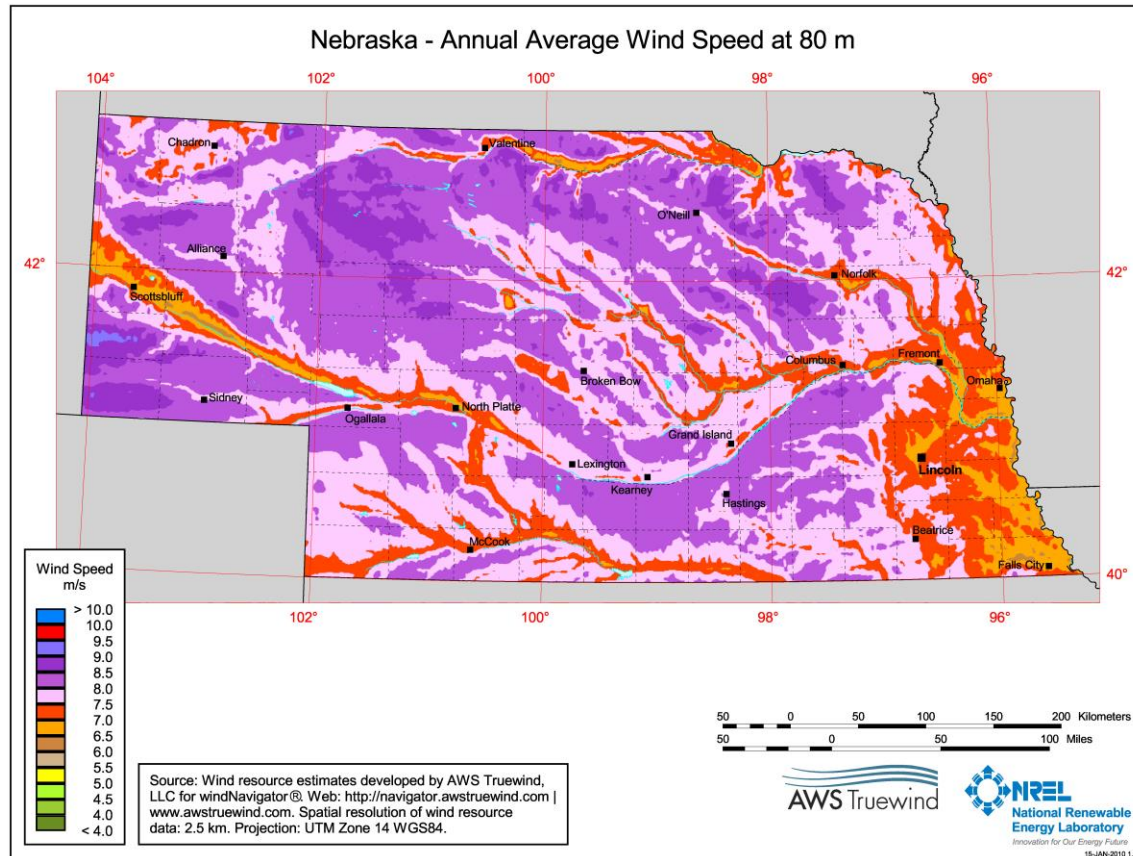
OPPD partners with the Nebraska Public Power District (NPPD) and other entities to purchase wind generated electricity from nine wind farms located throughout the state, and has entered into an agreement to purchase additional power from another wind farm that will be completed in 2015. Recent agreements have resulted in OPPD more than doubling the amount of wind-generated electricity (412 megawatts) it supplied to retail customers in 2014; that amount will nearly double again, to 812 megawatts, with the addition of power coming on line in 2015. By 2018, OPPD expects 33 percent of its retail sales to customers will come from renewable sources, mostly wind power.



With the adoption of the City's updated Zoning Ordinance in 2011, provisions were included to promote the use of wind energy by allowing residential and small wind energy systems as permitted accessory uses in all residential, business and industrial zoning districts. These systems are primarily designed to reduce on-site consumption of utility power. The following figure shows average annual wind speed at a height of 30 meters for the State of Nebraska; the Bellevue area generally has average wind speeds of less than 5.5 meters per second (approximately 12.3 miles per hour). According to the Wind Energy Foundation, installers of home wind energy systems recommend average wind speeds of at least 12 mph.



The Zoning Ordinance also allows, with City Council approval of a Conditional Use Permit, commercial/utility grade wind energy systems in the industrial and agricultural zoning districts. As shown on the following figure (average annual wind speed at 80 meters) the Bellevue area has some of the lowest wind speeds in the state at the height that would be necessary for the taller, commercial wind towers. It should be noted the wind farms utilized by OPPD are located outside of the Omaha metropolitan area in those areas with higher average annual wind speeds.



Landfill gas

OPPD's Elk City Station landfill gas-to-energy plant at the Douglas County landfill burns methane and other gases given off by decomposing trash to generate a net output of ~~6.2~~ 6.3 MW of electricity. Using these gases as fuel prevents them from being released into the atmosphere.

Solar power

In determining the future mix of energy sources, OPPD has considered the use of solar power; however, the cost does not make it economically feasible at this time. OPPD will continue to monitor and explore potential opportunities in the area of solar power and is currently partnering with Creighton University to monitor three variations of solar power technologies on the Creighton campus.

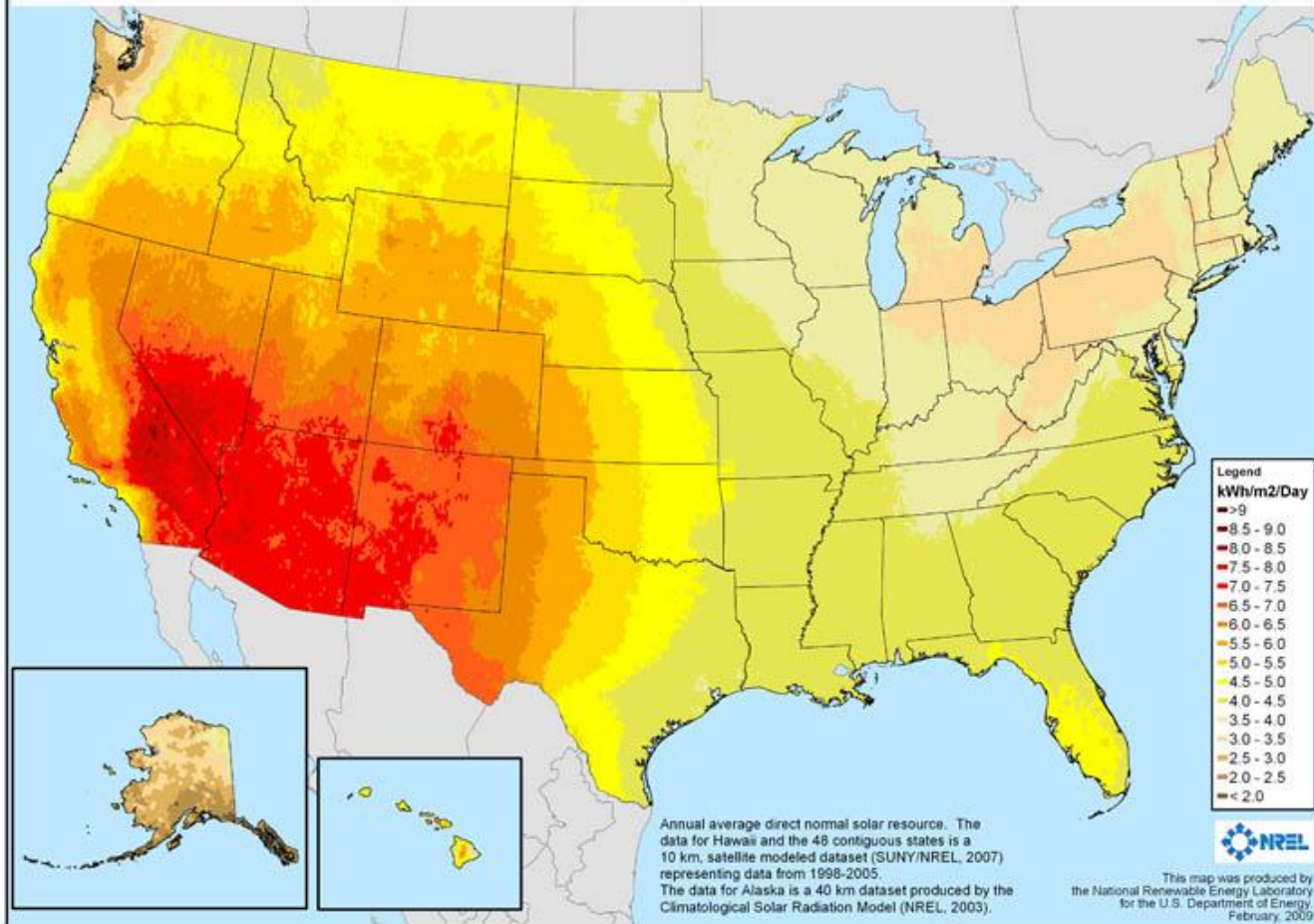
OPPD offers a community solar program. Community solar energy expands on the concept of individual home rooftop panels. The difference is that community solar is a coordinated group effort, where the sun's energy is gathered in dedicated areas called arrays, gardens, or farms. From there the energy is transferred to a local power grid where it supplies electricity to participating households. Participation in the community solar project is voluntary.

Source: Omaha Public Power District

The figure shown on the next page displays the potential for solar power across the country; eastern Nebraska has average to lower than average potential.

Concentrating Solar Resource:
Direct Normal

Annual



ENERGY CONSERVATION MEASURES

The final component of the Energy Element is one which “promotes energy conservation measures that benefit the community.” This component will be divided into three sections—the first will be actions the City can take to reduce its own energy consumption, the second will be actions the City can take to promote energy conservation for the community as a whole, and the third will be actions that residents or business owners can take to reduce their own energy consumption.

City Initiatives

The City of Bellevue (as a government entity) consumes energy in a number of ways--from street lighting to vehicle fuel to heating, cooling, and lighting city facilities. As the city looks at ways in which it can reduce energy consumption or move to renewable resources we are not only being good environmental stewards, we are also saving the money for the city taxpayers.

To reduce its energy consumption, the city can:

- perform energy audits on city buildings to determine where savings can be realized
- increase use of more efficient vehicles or alternative fuel vehicles for use by city employees
- ensure that new construction or major improvements to city facilities are completed with energy conservation measures in mind
- investigate energy saving light sources (such as LED) as an alternative to traditional street lights
- educate employees on energy saving techniques

Community Initiatives

In order to promote energy conservation to benefit the community as a whole, the city can:

- review city codes and ordinances to remove barriers to energy conservation
- adopt codes and ordinances which promote energy conservation
- support improved METRO Transit service to increase ridership
- support and implement Complete Streets principles to encourage alternative means of transportation
- encourage carpooling

- support urban agriculture as a means of local food production
- work with utility providers to educate residents on the importance of energy conservation and methods of conserving energy

Resident and Commercial/Industrial Initiatives

There are a number of actions residents and business owners can undertake in order to reduce energy consumption, both for their homes or businesses and their transportation needs, including:

- installation of additional insulation in attic spaces or exterior walls
- replacing standard thermostats with digital or programmable thermostats
- replacing appliances and HVAC components with more efficient units
- installation of energy efficient low-e windows
- converting incandescent light bulbs to more energy efficient compact florescent lights (CFL) or light emitting diodes (LED)
- use of more energy efficient or alternative fuel vehicles
- increased use of transit or carpooling
- adding solar panels or wind energy conversion systems to homes or businesses

6.0 Recommendations

A plan without recommendations would be tenuous and would provide Bellevue with only limited long-term value. This section recommends actions that the Bellevue community can take to achieve the goals defined in this comprehensive plan. The recommendations are strategic, action oriented, and meant to provide sustenance to the vision and guiding principles that were defined by the Bellevue community.

The recommendations are categorized by order of implementation: short-term recommendations should be implemented first, mid-term ones next; and long-term ones last. The recommended strategies are foundational, meaning that subsequent projects extend or build upon previous projects. Smaller, easier projects are recommended for the short term. The implementation of larger and more complex strategies should expect to occur over a longer period of time.

6.1 Short-Term Recommendations (1 – 5 Years)

- **Review and update the nuisance ordinance.** Ensuring that Bellevue has a comprehensive nuisance ordinance that clearly outlines conditions and restrictions will provide the residents of Bellevue with explicit guidelines covering tall grass, inoperative vehicles, trash, etc. Updating the nuisance ordinance will raise the cleanliness standards and set consistent expectations for what is and is not allowed in Bellevue. On-going, city departments have been reviewing the City Code to ensure its relevance and provide necessary updates. **Ongoing. City Departments have been reviewing the City Code to ensure its relevance and provide necessary updates.**
- **Increase efforts to enforce the codes.** This recommendation complements the updated nuisance ordinance and the new rehabilitation code. **Ongoing. Additional Code Enforcement personnel are in the process of being hired to help facilitate this goal.**
- **Establish activity center guidelines.** Each activity center classification (neighborhood, regional, community) should have its own guidelines. **Specific guidelines will be developed for each area as it is proposed for development.**

- **Develop bonuses (in the form of increased density, reduced development fees, or a streamlined development approval process) in the zoning code for redevelopment areas and sites.** No change
- **Develop ordinances to protect environmentally sensitive areas via stream buffers, parking surfaces, etc.** No change. Some regulations are already in place.
- **Establish public–private partnerships to implement the Fort Crook Road Redevelopment Plan.** The scope of the Fort Crook Road Redevelopment plan is ambitious. The proposed corridor is attractive and functional, and it offers numerous benefits to area businesses and Bellevue residents. Public–private partnerships will increase the chances that the project will come to fruition. No change.
- **Promote City recreational activities and opportunities.** More than 86 percent of the survey respondents agreed that Bellevue should provide additional recreational opportunities for its residents. However, the range of activities offered by both the Park Department and the Recreation Department is already impressive. Therefore, Bellevue should better advertise its existing park and recreation offerings before it considers adding programming or facilities. Ongoing. The Recreation Department utilizes the city’s social media platforms to promote its programs and recreational opportunities.
- **Make the AICUZ an asset to the community (e.g., open space, linear park connecting to other park, trail systems).** Bellevue needs to continue to respect and honor the AICUZ. Further encroachment into the AICUZ is not advised. An extended linear park around the perimeter of the AICUZ would prevent development in this area, function as a buffer, and provide an additional outdoor recreation spot for Bellevue residents. No change. This is ongoing through enforcement of the AICUZ regulations and future land use plans which limit uses in this area.

- **Create zoning standards that address landscaping, public amenities, screening, site and building amenities, signage, and parking, particularly for sites adjacent to residential areas.** Establishing standards that enhance an area’s aesthetics will improve the area’s character and will also foster a greater sense of place. Attractive and pleasing developments are likely to increase the property values of adjacent residential areas, enhance the pedestrian experience, and promote more community unity and pride. **The Zoning Ordinance addresses many of these issues, although not specific to sites adjacent to residential areas.**
- **Establish a partnership between the City of Bellevue and Bellevue University in support of a new business incubator.** A business incubator will capture and retain Bellevue University’s talent and will encourage graduates to remain in Bellevue. **No change**
- **Conduct an affordable housing study, with particular attention to renter-occupied housing.** Approximately 66 percent of Bellevue residents own their own home, which is slightly less than the Nebraska state ownership rate of 67.4 percent. A comprehensive affordable housing study would provide insight into whether Bellevue’s lower homeownership rate is attributed to fewer people wanting to own a home or to fewer people being able to own a home. **No change**
- **Encourage an even distribution of multifamily residential housing throughout Bellevue.** An even distribution of multifamily residential housing would offer several advantages to the City of Bellevue and to its residents. Distributed multifamily residential housing would distribute traffic on Bellevue roadways more evenly and would encourage greater housing diversity within Bellevue neighborhoods. **Complete. The city has had many recent multifamily residential developments be approved/constructed in various areas of the city over the past three years.**
- **Encourage greater housing diversity and styles within neighborhoods.** Houses in many newer subdivisions are built with similar floor plans, color schemes, and building materials. This lack of variety and diversity creates bland and homogeneous housing developments that lack character. A greater variety of housing styles would provide consumers with a broader choice of housing options. Additionally, this would allow residents to either upsize or downsize without having to move out of the neighborhood. **No change**

- **Create trails in active and scenic areas.** Bellevue is encouraged to extend its trail network in scenic and active areas. Scenic areas that would benefit from additional trails include Haworth Park, the western bank of the Missouri River, Bellevue Boulevard, the Papio Creek floodplain, and the Fontenelle Forest area. Active areas that would benefit from trails include areas adjacent to schools, Twin Creek, Olde Towne, Fort Crook Road, and the commercial–retail district near 15th Street and Cornhusker Road. **Ongoing. As opportunities arise, new trails are added to the city.**
- **Work with local utility providers, school districts, etc. to create development policies that encourage contiguous development by shifting the cost of development to developers as they move farther away from the city’s fringe.** Fringe development is more expensive than infill development because fringe development requires new roadways and extended city utility lines. Developers should be expected to pay a larger percentage of infrastructure costs when their development is located away from existing city services and roads. **No change**
- **Promote ADA (*Americans with Disabilities Act*) accessibility in older buildings, residential structures, and neighborhoods.** **Ongoing**
- **Install storm sewers where appropriate; or, as an alternative, improve drainage flow by re-establishing roadside ditches.** **Ongoing through Public Works projects**
- **Establish a community brand and slogan.** A sample slogan is “Bellevue: A City of Activity, a Community of Villages.” **Ongoing with the current partnership between The Greater Area Bellevue Chamber of Commerce and the city rebranding initiative.**
- **Incorporate maintenance for facilities into the Capital Improvement Plan.** **Ongoing where appropriate; some maintenance activities may not qualify for the city’s criteria for a capital improvement.**
- **Perform a comprehensive plan review annually and update the document every 2–5 years.** Anticipating development patterns allows a municipality to plan and prepare for growth, which can minimize its infrastructure costs. This recommendation is best accomplished by continually reviewing and editing the comprehensive plan. **Ongoing**

- **Establish relationships with other area municipalities for better regional planning.** Comprehensive planning is a laudable goal that should be pursued in Sarpy County. Establishing planning standards and using common language will create a cooperative framework that will encourage neighboring communities to plan together. This type of relationship is best attained through regular and consistent meetings with area municipalities. **Ongoing.** Staff regularly meets with planners from other jurisdictions to discuss issues of common interest.
- **Develop guidelines to implement sustainable development and “green” initiatives.** No change
- **Secure the continued viability of Offutt Airforce Base (AFB) by continuing to collaborate with Offutt AFB to integrate reasonable measures provisions into City plans and programs, intended to reduce or avoid conflicts which might threaten Offutt AFB’s current or potential future mission.** This should be done by actively engaging Offutt AFB leadership in an on-going dialogue regarding issues of mutual interest, including but not limited to prospective land use developments, infrastructure extensions, a land use plan, regulation amendments, and other similar concerns affecting Bellevue lands within the MCAOD. **Ongoing**
- **Adopt an overlay zone and related standards governing land development located within the Imaginary Surfaces MCA and BASH MCA as depicted in the 2015 Offutt AFB JLUS.** These regulations shall supersede the underlying zoning in terms of maximum permissible residential density, structure heights, FAR 77.23(a)(2) Obstruction Standards, and permissible land use, with the exception of fully entitled developments (legal agreements with the governing body to allow a certain building type to occur on the site). **No change**
- **Establish consistent and comprehensive programs, entities and/or initiatives which foster collaboration and coordination with Offutt AFB.** **Ongoing**
- **The City will evaluate permit, zoning, and subdivision actions against the goals established in the Offutt AFB Joint Land Use Study Final Report and provide an opportunity for review and comment from the Offutt AFB Base Community Planner prior to approval.** **Ongoing through our current process of reviewing permits, applications, and**

changes in our regulations.

- **Establish a large industrial park southeast of Offutt.** Most of Bellevue's existing industry is in the heart of the community, along Fort Crook Road. Although this may have been a desirable location at one time, Bellevue has areas that are more conducive for industrial growth. The southeast quadrant of the city is much better suited for industrial development. The area's clear separation from residential development is beneficial, as is its proximity to Highway 75 and the proposed new Missouri River bridge. **Ongoing through the city's economic development efforts.**
- **Solicit developers to partner with the city for projects in redevelopment areas.** **Ongoing through the city's economic development efforts.**
- **Support regional cooperation to control stormwater management and minimize flooding risk.** **Ongoing through cooperation with the Papio Watershed Partnership.**
- **Develop a housing rehabilitation assistance program, in conjunction with neighborhood associations, to preserve and rehabilitate Bellevue's housing stock.** Ten homes should be rehabilitated per year. A number of classic bungalows constructed in the early 1900s should be preserved and rehabilitated. A distinctive housing stock increases Bellevue's charm and character, appealing to both residents and tourists. **Ongoing with CDBG funding**
- **Develop a community signage–wayfinding program.** Wayfinding programs provide signage directing local residents and visitors to popular attractions and destinations. A wayfinding program in Bellevue will enhance the area as a tourist destination. **Ongoing. Discussions have been initiated through the Citizen Complete Streets Advisory Panel, the Public Works Department, and Administration.**
- **Apply for greenway trail grants.** Local, state, and federal programs can provide matching funds for trail development. Bellevue is encouraged to explore all trail-funding sources, including the Transportation Enhancement Program, the Recreational Trails Program, and the Safe Routes to School Program. **Ongoing**

- **Olde Towne Redevelopment/Streetscape.** Promote the redevelopment of Olde Towne through private-public partnerships. Revitalize the area, making it an attractive downtown district for people to live, work, and visit. Support the existing businesses while attracting new ones. Ongoing. Survey work has been completed for the streetscape project and this item will move forward with a private-public partnership.

- **Plan for infrastructure for the Highway 34 corridor.** Develop a plan in working with the utility companies, property owners, and Sarpy County for the purpose of installing the necessary infrastructure. The city desires to make this area “shovel ready” for developers. Ongoing through the city’s economic development efforts.

- **Develop Entertainment District guidelines.** Entertainment Districts have been successful in surrounding communities. Establishment of guidelines could promote growth/development/redevelopment in various areas throughout the city.

- **Develop a plan for redevelopment along the Galvin Road South corridor.** Develop a plan for redevelopment along the Galvin Road South corridor near the intersection of Mission Avenue and Lincoln Road, leading to Offutt AFB. This plan should include phased redevelopment; not to interfere with Olde Towne and Fort Crook Road redevelopment plans. This plan should keep in mind a realignment of the intersection of Mission Avenue and Lincoln Road, creating a pleasing entrance into Offutt AFB and the Olde Towne corridor.

- **Complete the library renovation.** Complete the planned \$9 million library renovation currently incorporated into the Capital Improvement Plan.

- **Acknowledge and commit to the Bee City USA designation.** Working in cooperation with Green Bellevue, review and consider improvements to pest management policies and practices as they relate to pollinator conservation, identify appropriate locations for pollinator-friendly plantings, and consider other appropriate measures.

6.2 Mid-Term Recommendations (6 – 10 Years)

- **Work with the county to develop methods for transferring ownership of rundown properties to the City and to nonprofit groups.** No change
- **Assist residents in the development of neighborhood associations.** Neighborhood associations are set up by civic-minded individuals to find common solutions to neighborhood problems. Neighborhood associations can increase rapport between people living in residential areas and can collectively advocate for neighborhood improvements. No change
- **Establish a first-time housing buyer program through a cooperative effort with the city, local banks, and developers.** The percentage of owner-occupied housing units in Bellevue is slightly less than the state average. A first-time housing buyer cooperative would likely increase owner-occupied housing in Bellevue. Delete.
- **Set aside environmentally sensitive areas as open space, and work with stakeholders to place these areas under the ownership of public or quasi-public agencies.** No change
- **Establish paving districts to provide better connectivity with the installation of sidewalks; work with residents to help alleviate the costs as appropriate.** Although most Bellevue neighborhoods have at least some level of sidewalk coverage, some large areas don't have any. Sidewalks are extremely important in areas with receive significant pedestrian activity. These areas include the central business district, areas adjacent to parks, and areas adjacent to schools. Sidewalk connectivity allows pedestrians to travel safely throughout the community without having to share the roadway with cars or trucks. Establishing paving districts would offset sidewalk installation costs and also promote community health and wellness. Ongoing. Move to short-term recommendations.
- **Increase the sidewalk width to handle larger capacities wherever bike lanes or trails are not feasible.** Standard sidewalks in Bellevue are 4 feet wide. However, in areas that receive heavy pedestrian traffic, 6- to 8-foot sidewalks might be more appropriate, as they would provide an increased buffer between pedestrians and automobiles and can accommodate much larger capacities. Ongoing

- **Create a City-initiated housing program to acquire and distribute vacant parcels of land.** Distributing parcels of land would increase Bellevue's tax base and promote infill development, which is typically already served by city services. This recommendation is especially applicable to northwest Bellevue. **No change**
- **Develop a home ownership program to attract residents to older neighborhoods.** Older neighborhoods offer several advantages for first-time home buyers. Homes in older neighborhoods are typically smaller and thus more affordable. Older neighborhoods are also appealing to home buyers because these areas contain many classic styles and building materials. The housing stock in older neighborhoods also offers opportunities for do-it-yourselfers. Finally, older neighborhoods are more likely to contain mature trees, which can greatly enhance an area's character. **No change**
- **Institute traffic-calming measures along major streets.** Traffic calming is designed to slow traffic down in an attempt to better accommodate both vehicles and pedestrians. Traffic-calming measures include diagonal parking, wide sidewalks and narrow streets, roundabouts, and road humps. **Ongoing. Move to short-term recommendations.**
- **Identify neighborhood areas that are prime for conservation or enhancement efforts.** Bellevue has many natural and environmental features worthy of preservation. Bellevue's Fontenelle District is notable for its large tree masses and steep slopes. Protecting these areas would ensure that future residents will be able to enjoy these natural features. Preserved natural areas would provide neighborhoods with added attractions, amenities, and most importantly, a distinct sense of character. **No change**
- **Develop access management guidelines for major corridors in the community.** Access management is designed to maximize traffic capacity by coordinating the location and number of access points on roadways. Access points and turning points create conflicts between through traffic and turning traffic, create hazards and delays, and can lead to an increase in accidents. The survey revealed that several Bellevue roadways experience consistent congestion. These roadways include Capehart Road west of 25th Street; 36th Street north of Highway 370; and Cornhusker Road. These roadways would likely benefit from enhanced access management techniques. **Guidelines are included in the transportation section of the**

Comprehensive Plan.

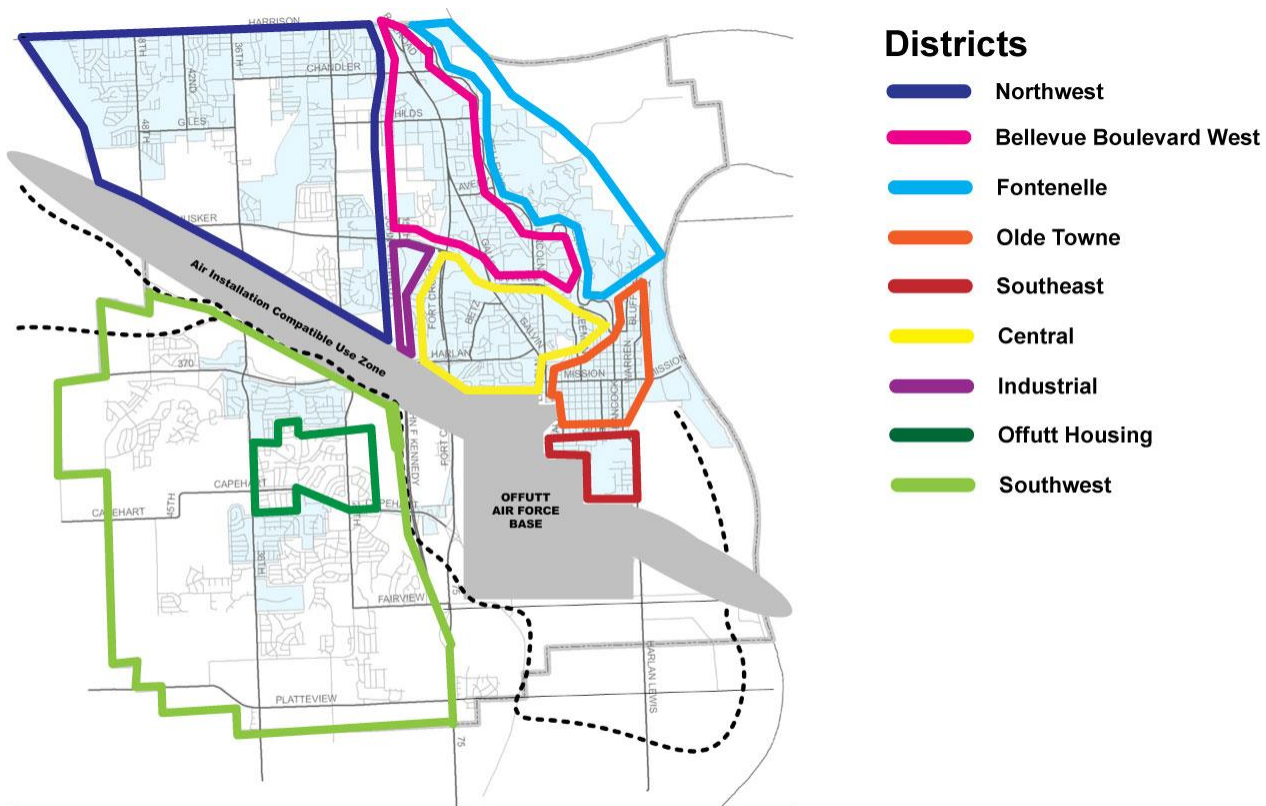
- **Add additional splash pads.** Add splash pads as a recreational opportunity for residents.

6.3 Long-Term Recommendations (10+ Years)

- Upon identification of brownfields, work with state, local, and national agencies to clean up sites and encourage redevelopment. **Completed/Delete**

6.4 District Recommendations

Appendix C (Community Character) focuses on individual assessments of Bellevue's districts. These recommendations are meant to address opportunities that could enhance the condition and character of each district. The district recommendations are listed in sequence and are designed to be implemented in order.



Olde Towne District Recommendations

- **Implement rehabilitation programs for properties in the Olde Towne area.** The Olde Towne area has numerous buildings and artifacts from Bellevue's early days. Much of Olde Towne's identity is represented by its history. Rehabilitation will preserve, protect, and extend the life of these structures. These rehabilitation programs should focus on restoring building facades, improving structural integrity, and preserving historic buildings. *This has been an ongoing initiative of the city's administration and CDBG funding.*
- **Improve access to Olde Towne.** Access to Olde Towne is much easier from the north via Franklin Street and Harvell Drive. However, as Bellevue's population growth continues primarily in southwest Bellevue, more and more people will access Olde Towne via West Mission Avenue. This western entrance is especially problematic. The intersection of West Mission Avenue and Lincoln Road should be reconfigured. *This issue has been discussed and these discussions are ongoing. This concept was approved as part of the Olde Towne Vision Plan.*
- **Encourage redevelopment along the Galvin Road South/Lincoln Road corridor.** This corridor is the western entrance into Olde Towne. The portion of the corridor leading into Olde Towne was previously deemed blighted and substandard, which is the first step to encourage redevelopment.
- **Increase housing style and diversity in Olde Towne.** Most of the homes in Olde Towne were built in the 1930s and 1940s. As a result, the homes are small. The existing Olde Towne housing stock is very consistent and lacks diversity. Olde Towne would benefit from the construction of some larger homes and upscale multifamily residential units, including townhouses and rowhouses. *Allowed by current BGM zoning. This is being discussed with Olde Towne redevelopment projects.*
- **Encourage and allow second-floor residential.** The area would benefit from additional people living and worked in Olde Towne. An easy way to accommodate additional housing units in Olde Towne is to support second-story residential housing units. *Allowed by current BGM zoning. This may be feasible with a redevelopment project.*

- **Extend 6- or 8-foot sidewalks from the central business district to Haworth Park; from the central business district to Washington Park.** Olde Towne’s central business district is already very pedestrian friendly. Wide sidewalks, a pleasant streetscape, and parallel parking along Mission Avenue create an environment where pedestrians feel safe and comfortable. The 6-foot sidewalks should extend from the central business district to other areas of Olde Towne and will enhance the pedestrian environment, provide linkages to several Olde Towne attractions, and create a wider buffer between automobiles and pedestrians. **Streetscape and sidewalk recommendations were made as part of the Olde Towne Vision Plan. This is currently being discussed with the Olde Towne redevelopment/streetscape project.**

- **Extend the Mission Avenue streetscape east to Haworth Park.** Sidewalks are needed to link the central business district to the new and improved Haworth Park. Both of these attractions are prime pedestrian destinations. However, a discontinuous sidewalk network makes walking between each attraction difficult. **Streetscape and sidewalk recommendations were made as part of the Olde Towne Vision Plan. This is currently being discussed with the Olde Towne redevelopment/streetscape project.**

- **Establish a historic walking tour of Olde Towne.** The Olde Towne District contains a number of prominent historic attractions and structures that are all within walking distance. An Olde Towne walking tour would enhance the area for tourists and complement Olde Towne’s existing image. Several notable structures that could be featured on the tour include the historic bank, First Presbyterian Church, Washington Park, the train depot, and the Sarpy County Historical Museum.

- **Establish consistent signage for historic buildings and areas.** A consistent signage theme will reinforce the idea that Olde Towne’s historic district is unique.

Central District Recommendations

- **Evaluate east–west connector roads.** Aside from Highway 370, Bellevue’s Central District lacks a prominent east–west connector road. Galvin Road and Harvell Drive essentially function as east–west roadways, even though they run northwest to southeast.

- **Create a consistent sidewalk network that joins popular pedestrian activity centers, including Bellevue East, the library, Bellevue University, Offutt, the community center, and Dowding Pool.** The Central District contains numerous pedestrian-friendly activity centers. These areas appeal to both children and other pedestrians. Therefore, a comprehensive sidewalk network would ensure that individuals can travel safely from one destination to another without fear of having to walk or bike on the street. **Ongoing discussion as part of the Citizen Complete Streets Advisory Panel and the Sidewalk Task Force created by City Council in 2020.**
- **Establish trails that connect parks and neighborhoods.** Bellevue’s Central District has a number of prominent city parks, including Baldwin Park, Dowding Pool, and Everett Park. An interconnected trail system should be developed to link these activity centers.
- **Convert either Cascio Pool or Dowding Pool to a water park.** Classic L-shaped pools are losing luster with families and children. Many classic pools are being converted to water parks. These facilities have a range of activities for children and adults, such as a zero depth pool, water slides, wading pools, fountains, and diving boards. Cascio Pool underwent a major renovation this year which includes many of these amenities. **Completed. Cascio Pool underwent a major renovation in 2018 which included many of these amenities.**
- **Evaluate needs of Bellevue University students that would affect land use decisions.** Bellevue University has seen significant increases in enrollment over the past 10 years. The Central District may lack services and amenities that would be heavily utilized by Bellevue University students.
- **Enhance the northern Offutt entrance on Lincoln Road.** This Offutt entrance lacks flair or ornamentation. A more appealing entrance would enhance the Lincoln Road corridor. (Deleted in the 2018 update – should be included once again.)
- **Establish and foster a partnership between the City, Bellevue University, and area developers.** Such a partnership between would help ensure that land use development in the Central District accommodates the needs and interests of Bellevue University students. **Ongoing through city economic development discussions**

- **Build on the success of the Galvin Road commercial–residential transition.** The Galvin Road commercial area integrates well with adjacent residential neighborhoods. Sidewalks are consistent, and the neighborhood retail is of appropriate scale for the area.
- **Promote the central location.** The Central District is close to everything. Most of Bellevue’s events, attractions, employment centers, and destinations are within a 10-minute drive from the Central District.

Fontenelle District Recommendations

- **Capitalize on the forest theme.** The Fontenelle District has large sections of heavily forested land. This natural asset should be better used without compromising the health and welfare of the forest. A series of street-lined boulevards could extend from the forest as a way of branching the forest into other areas of Bellevue.
- **Establish a trail network.** The Fontenelle District has numerous steep slopes and canyons. Despite these contours, the area would benefit greatly from a comprehensive network of pedestrian and biking trails. Mountain biking is becoming more and more popular. Jewell Park could serve as the trailhead for a series of hiking and mountain biking trails.
- **Promote affordable housing options.** The Fontenelle District has a disproportionate number of upscale homes. This area offers few affordable housing options.
- **Preserve land for open space and trails.** The Fontenelle Districts contains large swaths of beautiful open space, including meadows, valleys, and rich forest land. These areas should be preserved in perpetuity. Additional trails would provide residents with recreation opportunities in a natural setting.

Bellevue Boulevard West District Recommendations

- **Promote infill development.** The Bellevue Boulevard West District has a large number of

locations with the potential for infill development, especially along Fort Crook Road.

- **Redevelop Fort Crook Road.** The retail mass exodus along Fort Crook Road continues. All redevelopment options should be explored, including tax increment financing. **The area has been declared as blighted and substandard, make the use of TIF possible.**
- **Rehabilitate existing parks.** The residents of the Bellevue Boulevard West District would benefit from rehabilitating existing parks, instead of establishing new ones.
- **Replace antiquated playground equipment with modern equipment.** The Bellevue Boulevard West District contains numerous old city parks. Most of the playground equipment in these parks, including Mason Park, is traditional, circa 1950-style equipment. The city should attempt to replace one set of antiquated equipment with more modern equipment each year. The Parks Department is including funds for park improvements in the CIP; specific parks and improvements will be determined on a year-by-year basis. **Ongoing; specific parks and improvements will be determined on a year-by-year basis.**
- **Establish linkages to Fontenelle Forest and other area activities and amenities.** The Bellevue Boulevard West District is close to a number of prominent and popular Bellevue attractions. Establishing linkages and trails will encourage members of this district to frequent these activity centers.
- **Encourage greater diversity of housing styles and price ranges.** The Bellevue Boulevard West District suffers from a lack of housing styles and price ranges. Most of the housing units in this district are modest and priced close to Bellevue's median value. Additional upscale homes, as well as multifamily residential units, would provide the residents of this district with more housing choices. See the Fort Crook Road study recommendations.
- **Make this area more pedestrian friendly.** A more consistent sidewalk network is a logical first step. **Ongoing discussion as part of the Citizen Complete Streets Advisory Panel and the Sidewalk Task Force created by City Council in 2020.**

Industrial District Recommendations

- **Rezone this area as a spark and catalyst for redevelopment.** Although a few industrial sites are still in operation, most of the existing industrial land in this district is dormant. Rezoning much of this district to flex space might jumpstart redevelopment.
- **Promote infill development opportunities.** The Industrial District contains numerous opportunities for infill development. This area is already served by infrastructure, which minimizes development costs.
- **Study and review intersection at 15th Street and Cornhusker Road.** Many survey respondents indicated that this intersection is particularly congested during the morning and afternoon commute. A traffic study is suggested, to review, study, and evaluate recommendations to ease congestion. **The Public Works Department has made intersection improvements in the area. Additional discussions/projects are ongoing.**

Northwest District Recommendations

- **Promote housing rehabilitation programs.** The Northwest District contains numerous older homes, many of which are in need of rehabilitation. Rehabilitation programs will preserve and enhance the housing stock, which will make this area more attractive for commercial, retail, and other investment opportunities.
- **Promote infill development opportunities.** Bellevue's Northwest District has an abundance of vacant lots that have not yet been developed. The development pattern and street network are currently erratic. Additional infill development will help urbanize this district's patchwork of open spaces and vacant lots.
- **Extend Papio Trail connector points with other parks.** Numerous Papio Trail integration points in the Northwest District provide residents of this area with easy and convenient access to miles and miles of bike and walking trails. The Northwest District is encouraged develop additional Papio Trail connectors to enhance this district's reputation as a bike- and pedestrian-friendly place to live and work.

- **Establish a sidewalk network in areas of high pedestrian activity, including Bryan High School, Daniel J. Gross Catholic High School, and Bellevue West High School.** A comprehensive sidewalk network will ensure that children have dedicated pathways that will allow them to walk to and from school without having to share the roadway with cars and trucks. **Ongoing discussion as part of the Citizen Complete Streets Advisory Panel and the Sidewalk Task Force created by City Council in 2020.**
- **Encourage additional commercial and retail development.** Bellevue's Northwest District has limited amounts of retail and commercial development. Several small pockets exist on Harrison Street and Giles Road. The Northwest District is expected to see an increasing population base. Additional retail and commercial development will be necessary to support this district's growing population.
- **Link parks via a trail system.** Bellevue's Northwest District contains several prominent parks that could easily be linked via a trail system. A tributary that flows southeast would serve as a logical location for a park trail connection. This trail would allow neighborhood residents quick and convenient access to parks and the Papio Creek Trail.

Southwest District Recommendations

- **Encourage greater housing diversity and style within neighborhoods.** Most of the housing stock in Bellevue's Southwest District is priced well above the median value. A broader range of styles, prices, and densities will provide housing alternatives for the diverse Southwest District population.
- **Integrate Papio Trail with neighborhoods.** The Papio Trail borders the eastern boundary of the Southwest District. The residents of this district currently have few trailheads or ways to access this valuable recreation resource. Additional pedestrian bridges, trailheads, and connector trails should be installed so that these residents can more easily access and enjoy the Papio Trail. **Ongoing**

- **Encourage a greater mix of retail and commercial land uses.** Bellevue's Southwest District is almost exclusively residential. This district would benefit from the addition of neighborhood retail, commercial, and services.
- **Make this district more pedestrian friendly.** Bellevue's Southwest District is auto-dependent. Sidewalks in individual neighborhoods are fairly consistent. However, sidewalks linking adjacent neighborhoods and sidewalks on connector roads are sporadic. As a result, traveling in and around the Southwest District requires pedestrians and bike riders to share the roadway with vehicles. **Ongoing. The Daniell Trail was constructed in 2018 which connects many neighborhoods in the Southwest District.**

Appendix A: Definition of Terminology

Affordable Housing: Housing for which the occupant pays no more than 30 percent of his or her income for gross housing costs, including utilities. (Source: *Department of Housing and Urban Development*)

Air Installation Compatible Use Zone (AICUZ): The area within the designated flight path(s) and other adjacent areas of a military installation owned by the U.S. Department of Defense, one of its agencies, a similar state agency, or an agency of the federal government that contains accident-potential zones and noise zones.

Americans with Disabilities Act (ADA): Was established in 1990 and is meant to ensure civil rights to persons who are disabled. Public places are required, by law, to be accessible to individuals with physical handicaps.

Annexation: The process whereby a city or municipality incorporates additional land or territory to increase its size.

Assisted Living Centers: Assisted living centers are designed to accommodate seniors who can live independently and only need minor assistance with day-to-day functions such as taking medications and providing meals. These individuals do not need the around-the-clock medical care typically found in nursing homes.

Aquatic Center: Offers numerous modern-day water-park activities including zero-depth entry, waterslides, fountains, and more shallow water. Water parks and aquatic centers are replacing aging pool facilities.

Bike Lane: A dedicated area on streets designed to accommodate bicycles. Bike lanes are demarcated with a stripe of paint.

Birthrate: The number of live births per 1,000 population.

Boulevard: A wide street that often contains a tree-lined median.

Build-Through Acreage: Allows short-term acreage development in areas that are not expected to urbanize within 20 years. Build-through acreages are intended to allow landowners to develop a portion of the acreage with low-density residential development, while preserving and reserving most of the property for future long-term development. Build-through acreages must be designed to accommodate higher density levels in the future. This concept is illustrated on page 94.

Census: The United States Census, which is a division of the U.S. Department of Commerce, conducts a thorough population count every 10 years.

Central Business District: The commercial heart of a city. Central business districts are often synonymous with downtowns.

City Limits: A defined boundary of a city or a town.

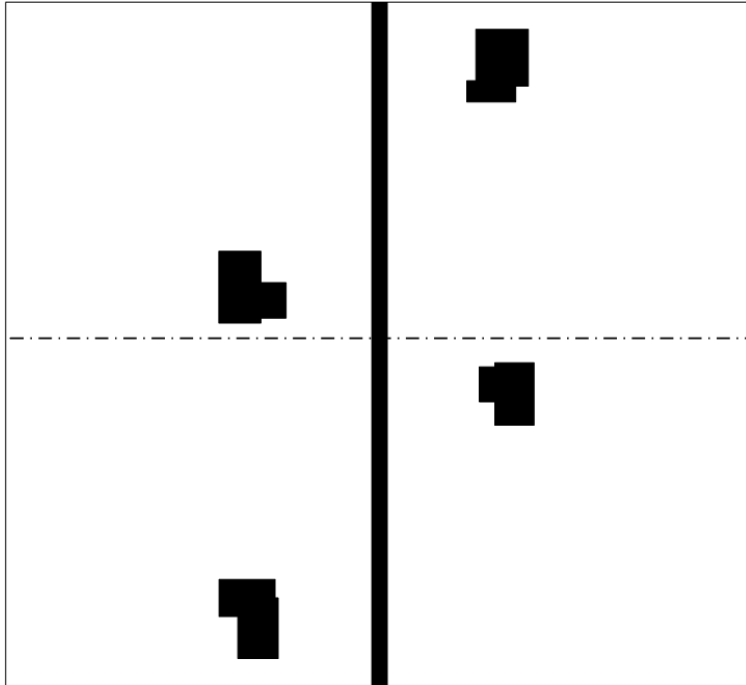
Clustered Residential Development: Housing that is concentrated in specific areas to minimize infrastructure and development costs while achieving allowable density. Clustered developments allow natural open space to be used for recreation, common open space, or preservation. This concept is illustrated on page 95.

Cohort: A group of individuals born in the same year or group of years. (*Source: U.S. Census*)

Comprehensive City Plan: A planning tool designed and developed to assist well-managed communities determine needs and to set goals and recommendations to direct future development.

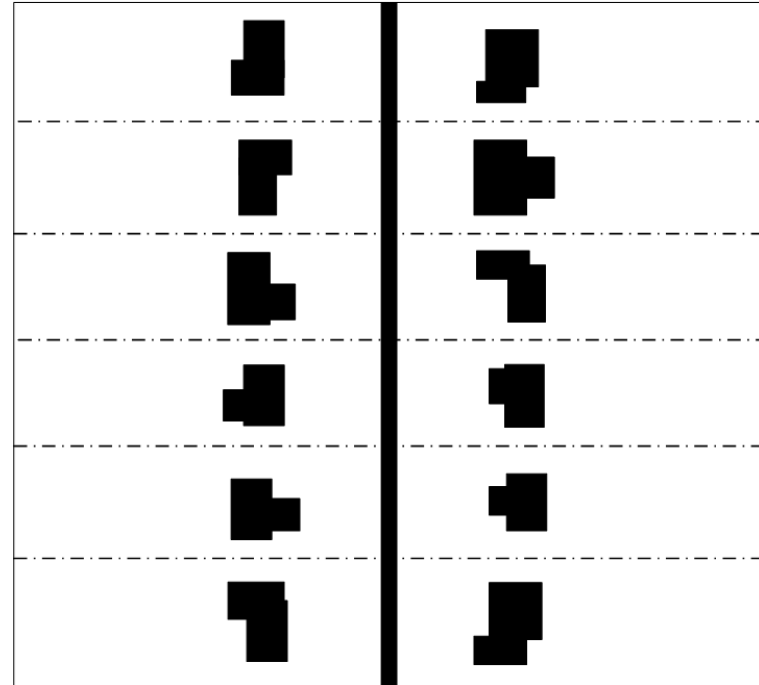
Community Activity Center (CAC): Contains the shopping, services, recreation, employment, and institutional facilities that are required and supported by the community as a whole. The central section of the activity center would likely contain a large supermarket or other large retail shopping, with a mix of smaller retail opportunities. The community activity center contains a central area that is considerably larger and more diverse in its land uses than the neighborhood activity center.

Build Through Acreage – Initial Plat



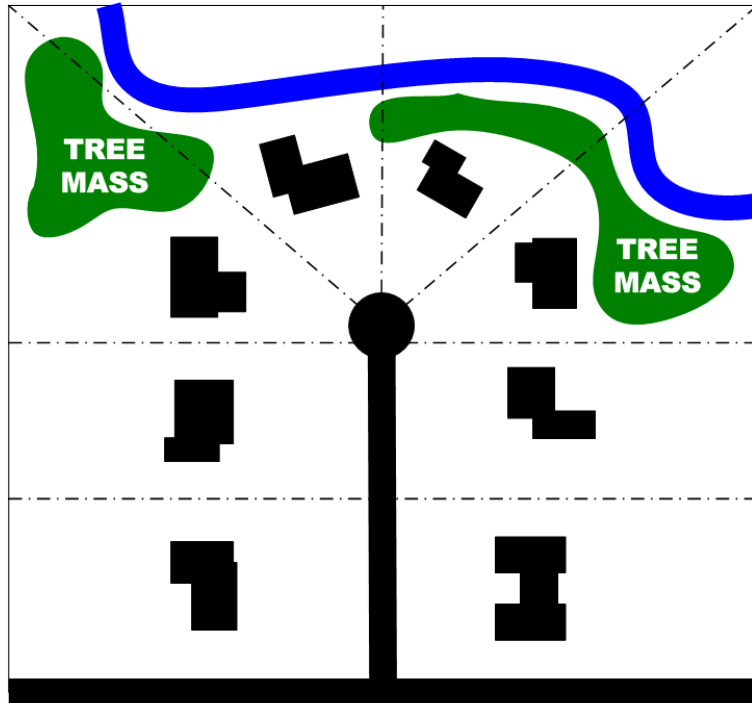
Initial plat has four acreage lots. Homesites are strategically placed to support additional density at a future date.

Build Through Acreage – Ghost Plat



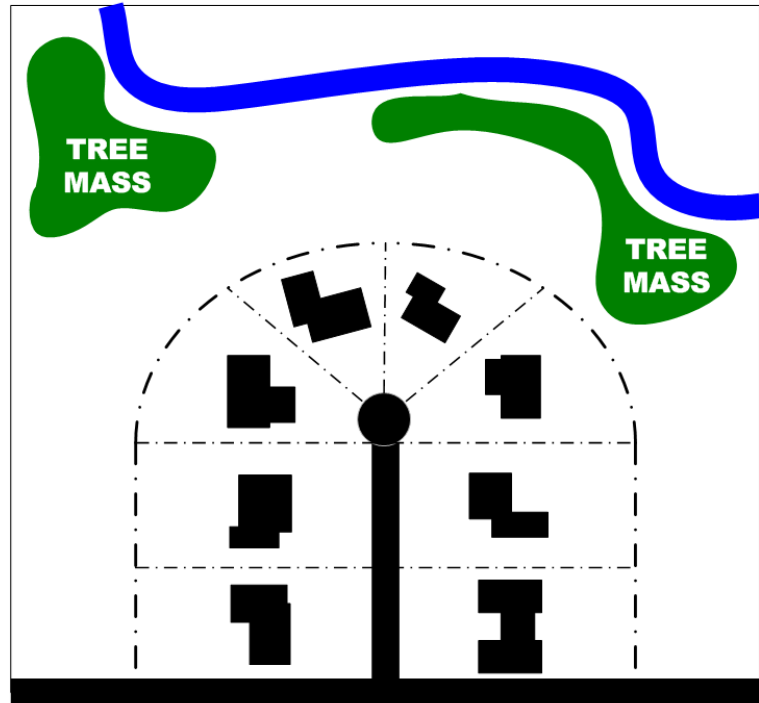
The ghost plat, which is submitted at the same time as the initial plat, shows how land could support a higher density level in the future.

Conventional Subdivision



This subdivision contains eight, 5-acre lots. It contains no shared open space. Entire 40-acre plot is developed.

Clustered Subdivision



This subdivision contains eight, 2-acre lots. It contains 24-acres of open space. Smaller individual lots require less maintenance.

Community Development Housing Organization (CDHO): Specially defined nonprofits that are allowed to compete each year for a 15 percent HOME reserve once they meet certain Housing and Urban Development (HUD) criteria. These HUD CDHO criteria include the following:

- Provide affordable low- and moderate-income housing as a stated purpose
- Operate as a 501 C3 IRS tax-exempt organization
- Commit to affordable housing over time
- Capable of carrying out HOME activities
- Maintain low-income residents or their representatives on CDHO governing boards.

Although CDHOs may apply for a variety of HOME funding, only the following HOME activities qualify toward the 15 percent set-aside reserved for CDHOs:

- Construction of new rental housing, including supportive housing.
- Acquisition and rehabilitation of existing rental housing, including supportive housing.
- Acquisition and rehabilitation of existing housing for sale to homebuyers.

(Source: Illinois Housing Development Authority)

Community Park: A community park is typically 25-plus acres and is intended to serve several neighborhoods for a 1- to 2-mile radius. Community parks are designed to provide a broad range of active and passive recreational activities. Common community park features include ball fields, large swimming pools, playgrounds, walking trails, natural areas, water bodies, and picnicking areas. Community park uses are primarily defined by site suitability and community needs.

Condominium: Individual ownership of a private dwelling residence along with a proportionate ownership interest in certain common areas.

Corporate Boundary: Synonymous with city limits.

Density: A zoning term, which is typically measured in the number of dwelling units per acre.

Density Bonus: An increase in the allowable number of dwelling units per acre.

Design Guidelines: Provide distinction and seek to instill consistency and continuity for a specific area. Design guidelines are developed to ensure that future development conforms to the area's unique style. Guidelines establish a vision and a framework to attain that vision.

Design Standards: More restrictive. Dictate.

Development Concept: Future growth scenario.

Disability: A debilitating condition that affects one's ability to carry on normal pursuits. Disabilities can be physical and mental, as well as permanent or temporary.

Drainage Basin: The total land area that drains into a lake, river, or tributary.

Duplex: A dwelling unit that contains two separate family living units.

Educational Attainment: Refers to the highest level of school completed or the highest degree earned.

Existing Land Use: Provides an overview of the number of acres of different land-use types.

Extraterritorial Jurisdiction (ETJ): The area beyond the corporate limits of the city, in which the state has granted the city the power to exercise zoning jurisdiction and building regulations.

Flex-Space Zoning: A new and more flexible zoning classification that has been established to specifically accommodate traditional and modern businesses and industries. Supports commercial and retail uses, service uses, public uses, and light industrial uses.

Fringe Development: Development that is located far from the center of the city. Often characterized as sprawl and typically occurs on green fields. The opposite of infill development.

Future Land-Use Projections: An attempt to estimate the number of acres of each land-use type the city will need to add to accommodate future population growth.

Gateway: A point of entry into or exit out of the community.

General Obligation Bond: A type of secured bond that is backed by the full faith and credit of a municipality.

Goal: Describe how a community can attain its vision. Statements that indicate a desired result that is typically long-term and strategic. Provide purpose and direction, and yet are general in nature.

Greenway: A linear open space; a corridor composed of natural vegetation. Greenways can create connected networks of open space that include traditional parks and natural areas. (Source: *Smart Growth Network*)

Grid-Street Pattern: A street network characteristic of straight roads and 90-degree angles.

High-Density Residential: Typical uses include single-family, attached dwellings (such as townhouses), as well as multifamily condominiums and apartments, at densities of eight or more units per acre. These housing developments are typically two to five stories in height. High-density residential developments should incorporate some amount of outdoor public space for their residents. As in the other residential designations, limited compatible and complementary institutional uses may be considered.

Housing Affordability Index (HAI): A useful calculation that compares the necessary qualifying income (income necessary to qualify for a loan for a median-priced home) with the median price of an existing home. A value of 100 indicates that a family who makes the median income has exactly enough income to qualify for a mortgage for an existing median single-family home. Essentially, the higher the HAI value, the more affordable the local housing is in relation to the median income.

Housing Tenure: The two most common forms of house tenure are owner-occupied or renter-occupied.

Impact Fee: Typically assessed on new construction on the fringe. The intent is that these fees are then used to offset the cost of city services to that area (e.g., extending infrastructure, new roads, police service, new schools, etc).

In Migration: Migration into an area during a specific period of time.

Infill Development: The practice of building on vacant lots or undeveloped parcels within the older parts of an urban area or already developed area. (Source: *Department of Natural Resources*)

Infrastructure: All the support services and facilities that are necessary for a community to function. Includes roads, utility lines, water systems, sewage disposal systems, bridges, and communication systems.

Jobs-Housing Balance: Compares the available housing and the available jobs within a city or community. This statistic measures whether the community contains an adequate supply of housing to house workers employed within the area.

Labor Force: All persons 16 years or older who are either employed or unemployed and actively looking. (Source: U.S. Census)

Linear Park: A narrow park or recreational area that often serves as a linkage between two other activity centers.

Live-Work Unit: A dwelling unit in combination with a shop, office, studio, or other work space within the same unit, where the resident occupant both lives and works, located on the first floor of a building that abuts a major street and that has separate entrances for each space.

Low-Density Residential: Single-family, detached residential dwellings with density ranges from one to three dwelling units per acre and lot sizes typically ranging from approximately 10,000 square feet to 1 acre. Smaller lot sizes and perhaps even single-family-attached housing are possible when using clustered development designs that preserve large portions of the site as permanent open space.

Manufactured Housing: Housing units that are partially or entirely constructed in a factory. Some reside on permanent foundations and some do not.

Median Family Income: The sum of money income received in calendar year 1999 by all individuals 15 years old and over, where two or more individuals are related. Included in the total are amounts reported separately for wage or salary income; net self-employment income; interest, dividends, or net rental or royalty income or income from estates and trusts; Social Security or Railroad Retirement income; Supplemental Security Income (SSI); public assistance or welfare payments; retirement, survivor, or disability pensions; and all other income. (Source: U.S. Census)

Median Household Income: The sum of money income received in calendar year 1999 by all household members 15 years old and over, including household members not related to the householder, people living alone, and other nonfamily household members. Included in the total are amounts reported separately for wage or salary income; net self-employment income; interest, dividends, or net rental or royalty income or income from estates and trusts; Social Security or Railroad Retirement income; Supplemental Security Income (SSI); public assistance or welfare payments; retirement, survivor, or disability pensions; and all other income. (Source: U.S. Census)

Medium-Density Residential: Includes housing densities between three and eight dwelling units per acre and can have a mixture of dwelling types including single-family detached and semidetached units, single-family attached units, patio homes, duplexes and triplexes, and townhouses. Multifamily housing is possible when using clustered/conservation development design that preserves portions of the site as permanent open space.

Migration: The number of people that move from one jurisdiction location to another during a specific period of time.

Mini-Park: Typically 1 acre or less and is intended to serve less than a 0.25-mile radius. Designed to include specialized facilities for a specific population group (e.g., senior citizens or children). Typically found near higher-density residential developments or near elderly housing centers.

Mixed Use: Development that combines two or more types of the following uses: residential, commercial, retail, office, industrial, or public. Mixed use typically encourages pedestrian-friendly site design, is more energy efficient, and is more effective at conserving land. Mixed-use developments are often found along commercial corridors.

Multifamily Residential: A building designed to accommodate two or more families. Examples include apartment complexes, triplexes, and townhouses.

Neighborhood Activity Center (NAC): Contains facilities vital to the day-to-day activity of the neighborhood. Within this area, the central focus area might contain a retail, public, or quasi-public use such as a grocery store, service station, or small park. These diverse facilities are ideally located in close proximity to one another in the central section(s) of the activity center, making all vital shops and services accessible in a single stop.

Neighborhood Association: Build community, preserve and enhance the character of the neighborhood, and foster interaction and friendship among neighborhood residents and businesses.

Neighborhood Park: Typically 15-plus acres and intended to serve a single neighborhood, a 0.5-mile radius, or a population of approximately 5,000 residents. Designed to provide areas for both active recreational activities (e.g., playgrounds, field games) and passive recreational activities (e.g., picnicking, trails). Should be strategically placed within the center of several neighborhoods so that the parks are easily accessible by all surrounding residents.

Neighborhood Unit Plan: Developed by Clarence A. Perry by in the late 1920s. A physical design standard for which the size and the layout of the neighborhood meets the needs of a base unit of population for education, recreation, and other service facilities. The physical base of the neighborhood unit is an area, typically a circle, with a 0.25-mile radius, which is the distance an average person can comfortably walk in 5 minutes. Typically, a neighborhood park and elementary school are located within the neighborhood, with a shopping district located in the periphery at the intersection of adjacent, major streets.

Net Migration: The difference between in migration and out migration during a specific period of time.

Nuisance Ordinance: Designed to protect the health, safety, and well-being of a municipality by establishing and enforcing standards, which dictate the length of weeds, trash disposal, or other property complaints.

Open Space: Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated, or reserved for public or private user or enjoyment, or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space.

Out Migration: Migration out of an area during a specific period of time.

Park: A tract of land, designated and generally used for active and passive recreation.

Pedestrian Scale: Development designed so a person can comfortably walk from one location to another; encourages strolling, window shopping, and other pedestrian activities; provides a mix of

commercial and civic uses (offices, different retail types, libraries, and other government and social service outlets); and provides visually interesting and useful details such as the following:

- Public clocks
- Benches
- Public art (e.g., murals, sculptures)
- Shade structures (e.g., canopies, covered walkways)
- Textured pavement (e.g., bricks or cobblestones)
- Shade trees
- Interesting light poles
- Trash bins
- Transit system maps
- Covered transit stops
- Street-level retail with storefront windows

Planning: The collaborative and anticipatory science of determining a community's needs, creating methods to address those needs, and developing solutions to achieve desired future results.

Preferred Development Concept: Represents a preferred future land-use scenario, which is developed based on feedback received from the advisory committee and the general public.

Public Facility: Buildings or structures that are owned and operated by local or state government. Public facilities serve the general public and the entire community.

Public Transportation: Various forms of shared-ride services, including buses, vans, trolleys, and subways, which are intended for conveying the public. (*Source: Natural Resources Defense Council*)

Recommendations: Provide specific implementation measures and suggest methods that the community can employ to achieve defined goals.

Regional Activity Center (RAC): Contains the shopping, services, recreation, employment, and institutional facilities that are desired and utilized by residents of a large region. The center of a regional activity center should include a regional shopping mall, a number of major employers, and other amenities that support a large area such as dining, entertainment, and public and quasi-public uses.

While the core of the activity may also serve the adjacent community and neighborhood, it is much larger in scale.

Regional Park: Typically 200-plus acres and intended to serve several communities. Often found along a natural resource and typically support boating, camping, fishing, picnicking, swimming, a variety of trails, and play areas.

Regional Planning: The science of planning applied to the efficient use of land, utilities, and other infrastructure across multiple cities, counties, or other jurisdictions.

Ridgeline: The crest along a range of hills. Basin boundaries and ridgelines are a key determinant of growth boundaries because these areas flow gradually in the same direction. Developed areas must be serviced with infrastructure and services (i.e., sewer and water). Pumping wastewater uphill or across a ridgeline into another drainage basin can be problematic.

Rural Estate: Single-family, detached residential dwellings having lot sizes of 1 acre or more.

Sign Ordinance: Establishes standards for the size, color, and height of signs. Sign ordinances are meant to encourage attractive and aesthetic signs and minimize clutter and visual blight.

Single-Family Residential: Housing units designed to accommodate one family per unit.

Street Trees: Offer numerous community and individual benefits, including enhancing the attractiveness of the roadway, reduced road noises, improved air quality, and increased property values. Studies have also shown that pedestrians are more likely to walk on streets with street trees.

Subdivision Regulations: Provide standards for streets, water systems, sewage disposal, and other components of public infrastructure. These standards ensure that developments are served by public service.

Tax Increment Financing (TIF): Designed to finance public costs associated with a private development project. Think of tax increment financing as a loan for developers. The City is borrowing funds that it expects to recoup in the form of higher tax base (higher property valuations). However, that loan is specifically earmarked to finance public costs.

Townhouse: A one-family dwelling in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical wall(s).

Unemployment Rate: Someone who is willing and able to work, but is unable to find a paying job is considered unemployed. The unemployment rate is the number of unemployed workers divided by the total civilian labor force.

Utilities: Various components of infrastructure, including water, gas, and electricity.

Vacant Lot: A subdivided residential, industrial, governmental, or commercial lot, which contains no approved or permitted buildings of a temporary or permanent nature. (Source: *Environmental Protection Agency*)

Vehicle Miles Traveled (VMT): The number of miles traveled by a vehicle within a specified area in a specified time period. Typically, VMT is greater in areas with more housing than employment land uses or areas with more dispersed development.

Vision Statement: A vision is an image of a desired future that a community seeks to achieve. Effective vision statements are detailed, inspiring, and help motivate a community to advance toward this desired future state.

Wastewater: Water that has been used and discarded from homes, businesses, or industrial sources. It can contain a wide variety of waste products, including soap, chemicals, or human waste.

Zoning: The segregation of land uses into distinct and separate areas throughout the community in order to guide growth and development in a manner that protects the health, safety, and welfare of community residents.

Appendix B: Background

Appendix B of the Bellevue Comprehensive Plan contains a detailed assessment of Bellevue's background information. This appendix contains a comprehensive overview of the history and existing conditions of Bellevue. This section includes historical information and existing conditions information relating to housing, population, employment, public facilities, parks and recreation, and utilities.

History

Bellevue, Nebraska's oldest community, was originally established in 1822 as a trading post by Joshua Pilcher and the Missouri Fur Company. The city had an ideal location on the Missouri River, as well as access to the Platte River, leading it to become a trading hub between the manufacturers in the East and the fur trappers in the West. Bellevue also became a central trading point for the Omaha, Otoe, and Pawnee tribes. The community prospered along with the trading post.

In the 1850s, the fur trade declined. Thankfully, Bellevue was not adversely affected. The 1803 acquisition of the Louisiana Purchase opened the Eastern border of Nebraska to settlers in 1854, and the city experienced a building, development, and population boom. During this decade, the First Presbyterian Church, a bank, a hotel, and many homes were constructed.

Bellevue was expected to become the first capital because it was the oldest and most widely known settlement in the territory. This plan changed with the untimely death of the first governor. The acting governor then made an executive decision and selected Omaha for the capital, causing Bellevue to deteriorate significantly. For the second half of the century, the City of Omaha grew exponentially while Bellevue continued to decline, nearly becoming abandoned.

Late in the century, Bellevue made additions to their settlements that would later serve as insurance against further decline. In the 1880s, Bellevue College was established, and in the 1890s, an inexpensive land offer brought Fort Crook to the area. Fort Crook was eventually responsible for a large part of the city's growth.

Today, Bellevue's growth is primarily because of economic expansion in the civilian employment sector. A new building boom occurred with the construction of Kennedy Freeway. Commercial, industrial, and residential areas all continue to grow. Two of Bellevue's most significant attractions, Offutt AFB and Fontenelle Forest, have had profound impacts on Bellevue's history and growth. Offutt has served as a catalyst for development and is the area's largest employer, and Fontenelle Forest is one of Nebraska's most popular tourist attractions. The history of each of these facilities provides additional insight and value into the history of Bellevue.

Offutt Air Force Base History

Fort Crook was built in 1896, 10 miles south of Omaha and 2 miles from the Missouri River. It was named after Civil War hero General George Crook. The fort originally served as a U.S. Army post. In 1918, Fort Crook became a subpost of Fort Omaha and was assigned to the Division of Military Aeronautics. During this time, the fort became the center for balloon service recruits to complete their basic training.

On September 10, 1989, the 61st Balloon Company became the first air unit to command the post. Later, in 1921, 260 acres were developed as a field suitable for take-offs, landings, and refueling for cross-country flights. In 1924, this field was named in honor of 1st Lieutenant J. Offutt, Omaha's first World War I air casualty.

Offutt AFB also played an important role in World War II. The two bombers that dropped the first atomic weapons on Japan, the Enola Gay and Bock's Car, were assembled at Offutt AFB in "Building D."

In June 1946, the Army Air Force redesignated Fort Crook and the Martin-Nebraska facilities as Offutt Field. Eighteen months later, Offutt Field was transferred to the new Department of the Air Force and became Offutt AFB. Later in 1948, Offutt gained international recognition when it became the headquarters for the Strategic Air Command.

Following World War II, Offutt saw some significant changes. New operations included alert bomber and tanker basing, support for intercontinental ballistic missile sites, and worldwide reconnaissance. The population and facilities of Offutt grew significantly to keep pace with the increased operational demands. Several new dormitories and family housing units quickly replaced the early barracks of Fort

Crook. In 1992, the U.S. Air Force reorganized its military unit structure. The Strategic Air Command was deactivated, and the unified U.S. Strategic Command (USSTRATCOM) was established.

The former Army outpost, once hard-pressed to support a few hundred soldiers, now accommodates a combined military and civilian work force of more than 11,000 while supporting nearly 24,000 family members and retirees.

Fontenelle Forest

The land presently known as Fontenelle Forest has had a diverse history. Archeological evidence has revealed approximately 70 known sites of Native American lodges dating to the years of 1100 through 1400 A.D. In 1804, the Lewis and Clark expedition undoubtedly crossed this area.

The initial settlement of Bellevue was begun by the trading post constructed by the Missouri Fur Company in 1822. Six years after its inception, this trading post was purchased by the French-American fur trader, Lucien Fontenelle. It was later used as an Indian Agency headquarters for the U.S. government.

Lucien Fontenelle married Me-um-bane, an Omaha Indian, and they had five children together. One of these children, Logan, became a highly respected interpreter at the Indian Agency. He was raised in the culture of both the white man and the Indian and was, therefore, held in very high regard. Logan was a spokesman for the Omaha tribe until his death at the age of 30 at the hands of a Sioux war party. Both Lucien and Logan Fontenelle are said to be buried on Fontenelle Nature Association (FNA) property, but their exact location is unknown.

In 1910, a group of scholars and businessmen began efforts to preserve the beautiful lands along the Missouri River. Led by Dr. A.A. Tyler and Dr. Harold Gifford, Sr., this group petitioned the state of Nebraska to purchase the land as a state forest preserve. After being rejected by the state, the group decided to purchase the land on their own. Three years later, in 1913, this assemblage formed the Fontenelle Forest Association, a nonprofit organization that was responsible for preserving this area. World War I interrupted their efforts, and it took them until 1920 to raise enough money to purchase the first tract of land. This first piece of land amounted to a little more than 300 acres. Since that time, Fontenelle Forest has grown to approximately 1,401 acres. Much of this land, which was acquired through additional purchases, gifts, and trades, was primarily used for hiking and picnicking until the

mid-1960s. During this time, the professional staff consisted of a single caretaker. In the late-1960s, the city forester began to lead educational hikes. The popularity of these hikes led to the construction of the Fontenelle Forest Nature Center in 1966. Since its creation, the Nature Center has expanded, and the educational offerings have grown and diversified.

In 1998, the FNA purchased Camp Brewster (82 acres) from the Metro Omaha YWCA. Camp Brewster connects with the existing forest and provides visitors with buildings and open lawns for special events, educational activities, and staff operations. Long-term plans include the creation of a “Children’s Forest” for young children.

In 1999, the FNA opened the Gilbert and Martha Hitchcock Wetlands Learning Center on the floodplain of Fontenelle Forest. This “satellite” building, located 2 miles from the visitor’s center, houses two classrooms and basic visitor services. The Learning Center is also adjacent to the Gifford Memorial Boardwalk. This equal-access boardwalk is almost 0.5 miles and ends at a two-story observation tower on the edge of the Great Marsh.

The year 2000 marked a change for the main visitor’s center for Fontenelle Forest. The main visitor entry point was temporarily shifted to the Wetlands Learning Center during the construction of a new center on Bellevue Boulevard. In October of that year, the new facility, the Katherine and Fred Buffett Forest Learning Center, opened. Today, Fontenelle Forest comprises hardwood deciduous forest, extensive floodplain, loess hills, and marshlands. Hikers and bird watchers are bound to see a wide variety of wildlife during their visit. The 17 miles of hiking trails provide visitors with spectacular views of the Missouri River and surrounding areas.

Population Demographics

Bellevue's population has increased dramatically since the community was founded in the late 1800s. What began as an early fur trading outpost has evolved and grown into a burgeoning river city. According to MAPA, Bellevue's estimated population in 2004 was 44,382, making Bellevue Nebraska's third largest city.

Bellevue's population estimate is representative of the population within the city limits. However, much of Bellevue's recent population growth has actually occurred inside Bellevue's ETJ area and outside the city limits. As a result, a holistic population estimate, which includes populations in both areas, is much more representative.

Unfortunately, an estimate for the population of Bellevue's ETJ area was unavailable, so a process and formula was developed that attempted to quantify the population. The housing parcel data was evaluated and used in a formula to determine the number of Bellevue residents who live in single-family residences and in multifamily residences.

Bellevue's holistic population estimate is the sum of the following subcategories:

- Single-family residents who live within the city limits of Bellevue
- Multifamily residents who live within the city limits of Bellevue
- Single-family residents who live within Bellevue's ETJ area
- Multifamily residents who live within Bellevue's ETJ area

Single-Family Residents, Bellevue City Limits

A comprehensive existing land-use survey indicated that the City of Bellevue contains 13,720 single-family residential parcels. The 2000 census estimated that the average vacancy rate is 2.9 percent. The number of single-family residential parcels, which is 13,720, must be multiplied by the 2000 Census vacancy rate to calculate the number of occupied single-family parcels. Approximately 397 of Bellevue's single-family residential parcels within the city limits are vacant. The number of occupied single-family parcels is determined by subtracting the number of vacant single-family parcels (397) from the total number of single-family parcels (13,720), which gives approximately 13,322 occupied single-family parcels in the city of Bellevue.

Next, the number of occupied single-family parcels is multiplied by the average household size (2.61 persons) from the 2000 census. The estimated single-family residential population, within Bellevue's city limits, is 34,770.

Multifamily Residents, Bellevue City Limits

Bellevue's multifamily population estimate required deductive reasoning. If Bellevue's total estimated 2004 population was 47,347, and 34,770 residents live in single-family homes, the remaining 12,577 can be inferred to live in multifamily residences. The estimated multifamily residential population, within Bellevue's city limits, is 12,577.

Single-family Residents, ETJ Area

The existing land-use survey indicated that Bellevue's ETJ area contains approximately 5,077 single-family residential parcels. The total number of single-family parcels (5,077) was multiplied by the 2000 census average vacancy rate of 2.9 percent to determine how many of these parcels were occupied. Bellevue's ETJ area contains 4,930 occupied single-family residential parcels.

Bellevue's ETJ area's population of single-family residents was determined by taking the number of occupied single-family parcels (4,930) and multiplying by the 2000 census average household size of 2.61 persons. The estimated single-family residential population, within Bellevue's ETJ area, is 13,867.

Multifamily Residents, ETJ Area

The number of multifamily residents living in Bellevue's ETJ area was determined by first estimating the multifamily residential population density. Bellevue's city limits contain 386 acres of multifamily residential land, and approximately 12,577 residents live in multifamily housing within those 386 acres. The total number of residents living in multifamily housing (12,577) is divided by the number of acres of multifamily housing (386) gives an estimated multifamily residential population density of 32.5 residents per acre.

The existing land-use survey revealed that Bellevue's ETJ area includes 103 acres of multifamily land use. Therefore, the number of acres of multifamily residential land use within Bellevue's ETJ area (103) is multiplied by the estimated multifamily residential population density (32.5 residents per acre) to get an estimated multifamily residential population within the ETJ area of 3,378 persons.

Table B-1 summarizes the population breakdown. The population within the city limits represents 73.3 percent of Bellevue’s total population. The ETJ area represents 26.7 percent of Bellevue’s total population. Approximately 73.4 percent of the population within the city limits lives in single-family residences. Bellevue’s ETJ area contains a slightly higher percentage of single-family residences in which 80.4 percent of Bellevue’s population within the ETJ area lives in a single-family residence.

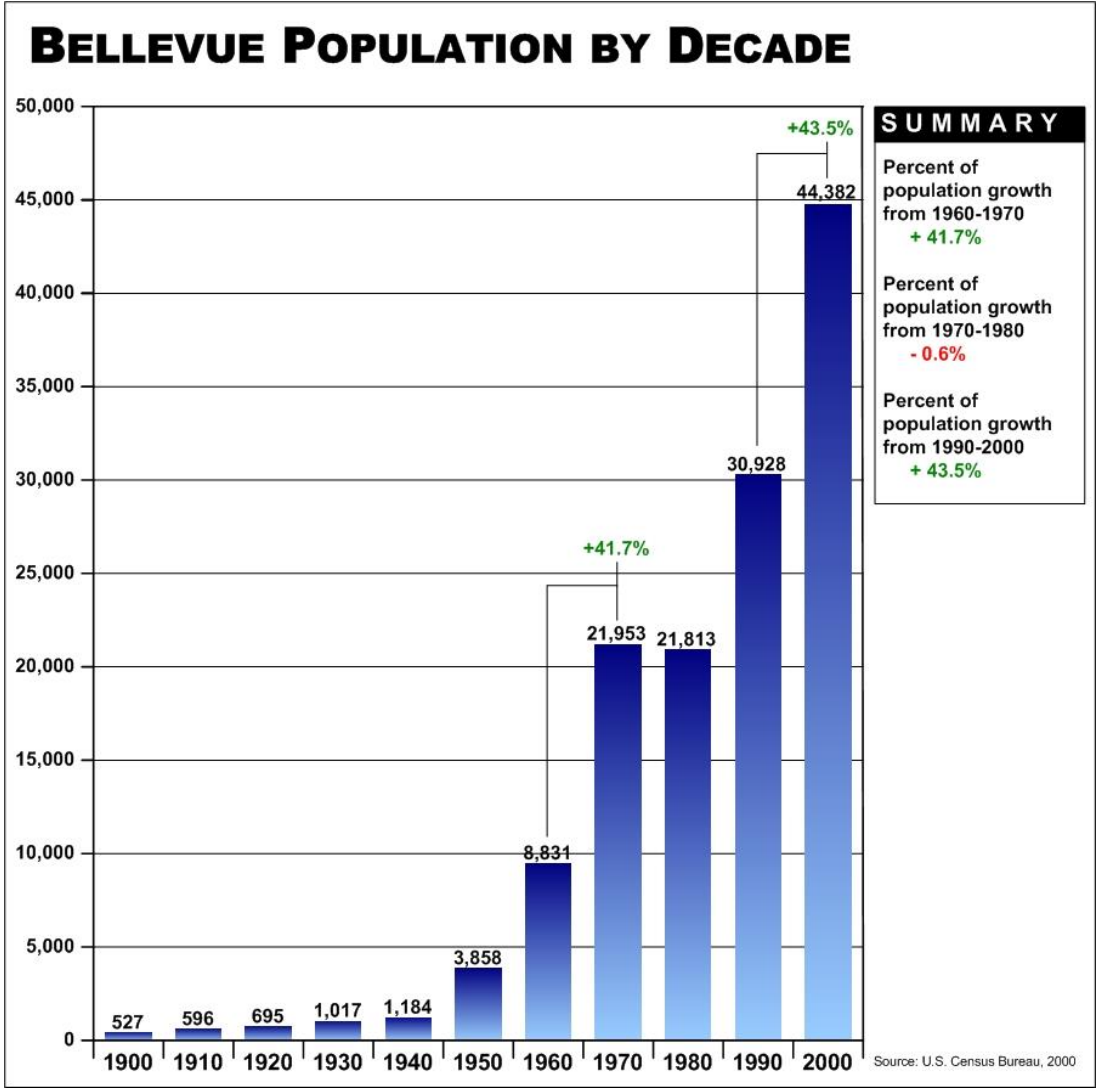
Bellevue Existing Population

Category	Number	Percent
CITY LIMITS	47,347	73.3%
Single Family Residents	34,770	73.4%
Multi Family Residents	12,577	26.6%
ETJ	17,245	26.7%
Single Family Residents	13,867	80.4%
Multi Family Residents	3,378	19.6%
TOTAL	64,592	100%

Table B-1: Bellevue Existing Population

Historic Population

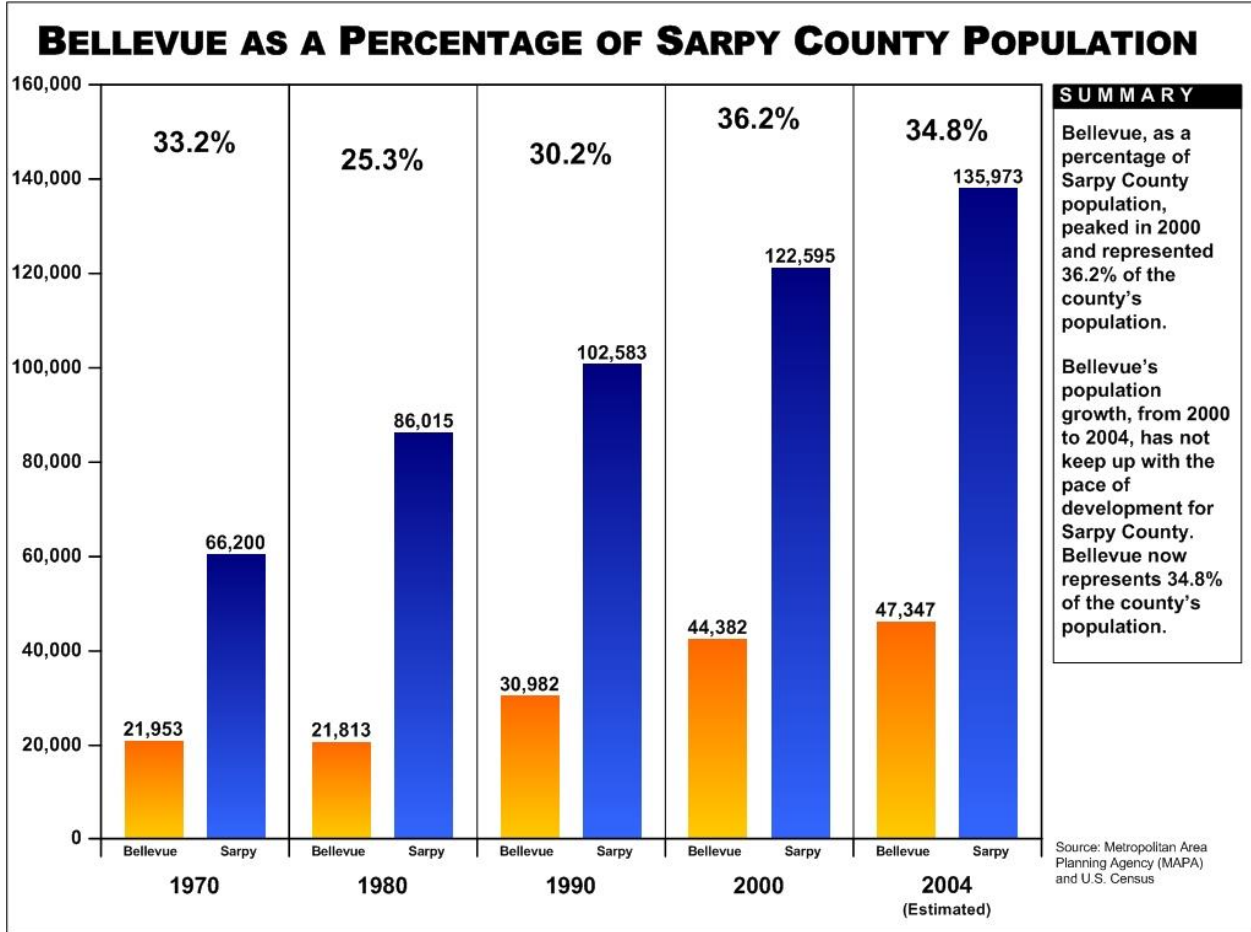
Bellevue's population has seen steady growth since 1900. Graph B-1 depicts Bellevue's population, at decade intervals, between 1900 and 2000. During the past 10 decades, Bellevue's population has grown in all but 1 decade. Bellevue did see a slight population decline between 1970 and 1980. Bellevue lost 140 residents during this time. Bellevue's largest population gain, as measured by the percentage of population growth, occurred between 1950 and 1960. Bellevue's population was 3,858 in 1950. Between 1950 and 1960, Bellevue's population grew by 128.9 percent. Additional periods of high growth occurred during the 1960s when the population grew by 41.7 percent and the 1990s when the population grew by 43.5 percent.



Graph B-1: Bellevue Population by Decade

Sarpy County

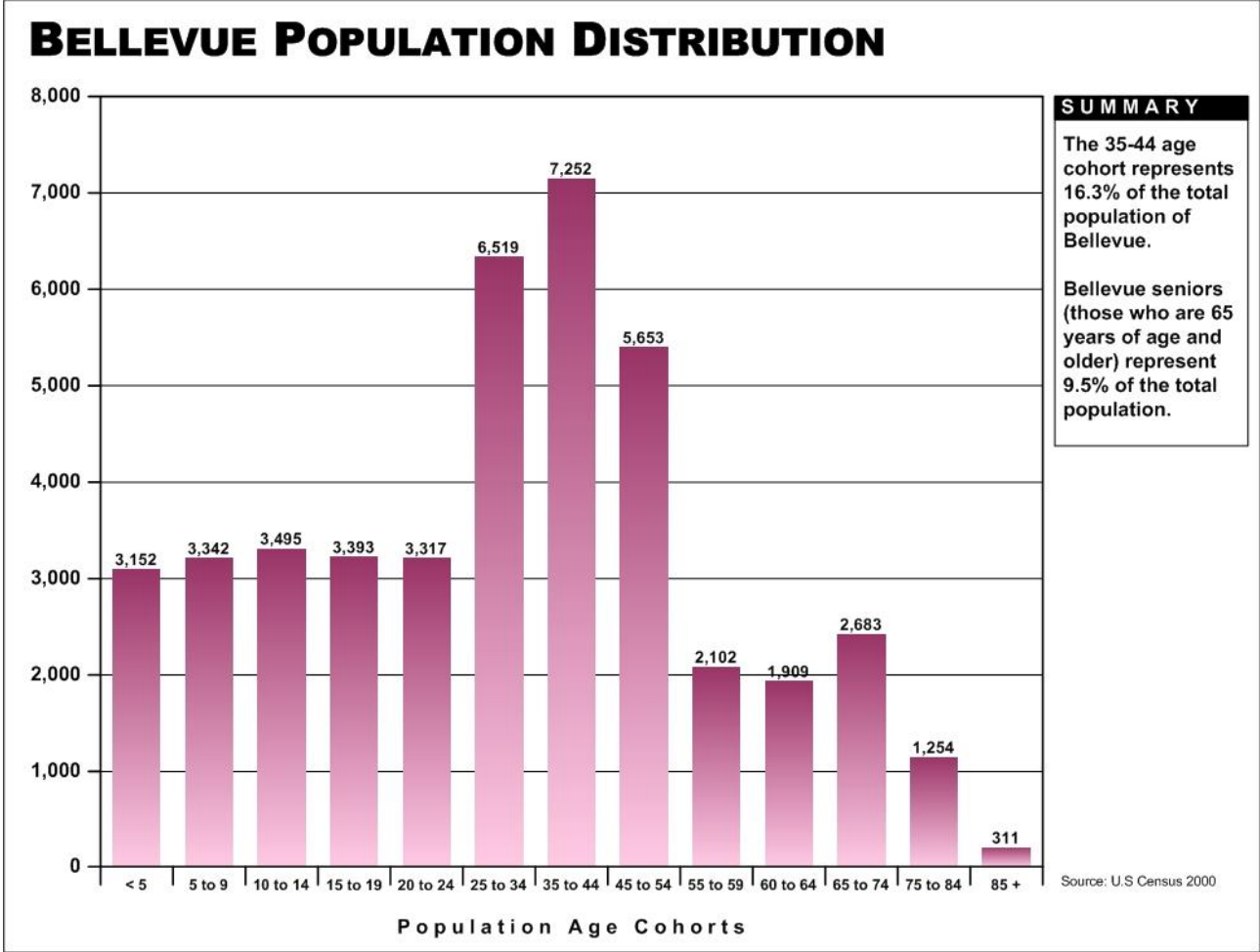
Bellevue is the largest (on the basis of population and land area) city in Sarpy County. Sarpy County, which used to be primarily rural in character, is becoming more and more urbanized. The population of Sarpy County has seen consistent growth as communities like Bellevue, Papillion, La Vista, Gretna, and Springfield continue to gain residents. Graph B-2 depicts the relationship between the population of Bellevue and the population of Sarpy County. Bellevue represented 36.2 percent of the county's population at its peak in 2000. Bellevue's population growth, from 2000 to 2004, has not kept up with the pace of development within Sarpy County. Bellevue now represents 34.8 percent of the county's total population. However, Graph B-2 indicates that Bellevue's percentage of population of Sarpy County has fluctuated. In 1980, Bellevue's population constituted only 25.3 percent of the population of Sarpy County. A decreasing percentage of Sarpy County population, over time, would indicate that other Sarpy County communities are growing at a faster rate than Bellevue.



Graph B-2: Bellevue as a percentage of Sarpy County Population

Population Distribution

Graph B-3 demonstrates that Bellevue's population distribution is diversified. This graph divides Bellevue population into age brackets, or cohorts. The age cohort with the largest percentage of residents is the 35- to 44-age cohort. This age cohort represents 16.3 percent of Bellevue's population, and includes parents and high-wage earners. The second most populated age cohort is the 25- to 34-age cohort. This cohort, which includes young professionals and young adults, has a total of 6,519 residents and represents 14.6 percent of the population. Bellevue seniors, which include those who are 65 years old and older, represent only 9.5 percent of the total population. This percentage is slightly less than the national average. According to the U.S. Census, seniors account for 12.4 percent of the total U.S. population.



Graph B-3: Bellevue Population Distribution

Gender Distribution

According to the U.S. Census, Bellevue's gender breakdown reveals a nearly even split between males and females. Table B-2 identifies the gender distribution by age category. Bellevue's gender distribution does not yield any surprising or unusual findings. However, a comparison between Bellevue's gender distribution and Nebraska's gender distribution reveals some interesting discrepancies. Seniors (individuals aged 65 and over) represent 9.6 percent of Bellevue's total population. Seniors represent 13.6 percent of Nebraska's total population. Bellevue contains 41 percent fewer seniors than the Nebraska average.

GENDER DISTRIBUTION	NUMBER	BELLEVUE PERCENT	NEBRASKA PERCENT
Male	22,006	49.6 percent	49.3 percent
Female	22,376	50.4 percent	50.7 percent
18 years and over	32,221	72.6 percent	73.7 percent
Male	15,748	35.5 percent	35.8 percent
Female	16,473	37.1 percent	37.9 percent
65 years and over	4,248	9.6 percent	13.6 percent
Male	1,838	4.1 percent	5.6 percent
Female	2,410	5.4 percent	8.0 percent
Table B-2: Gender Distribution Source: U.S. Census Bureau, 2000			

Racial Composition and Distribution

The vast majority of Bellevue residents (85.8 percent) identify their race as white. Table B-3 depicts Bellevue's racial composition and distribution. However, when compared with Nebraska averages, Bellevue is more ethnically diversified than many other Nebraska communities.

RACE	NUMBER	BELLEVUE PERCENT	NEB PERCENT
One race	43,256	97.5 percent	98.6 percent
White	38,092	85.8 percent	89.6 percent
African American	2,719	6.1 percent	4.0 percent
American Indian and Alaska Native	223	0.5 percent	0.9 percent
Asian	938	2.1 percent	1.3 percent
Native Hawaiian and Pacific Islander	49	0.1 percent	<0.1 percent
Some other race	1,235	2.8 percent	2.8 percent
Two or more races	110	1.8 percent	1.4 percent
Hispanic or Latino (of any race)	2,609	5.9 percent	5.5 percent

**Table B-3: Race
Source: U.S. Census
Bureau, 2000**

This diversity is evidenced by Bellevue's higher African American, Asian, and Hispanic or Latino population percentages. Bellevue's percentage of African American residents is 6.1 percent and is 33 percent higher than Nebraska averages. Bellevue's Asian population, which represents 2.1 percent of the population, is 61.5 percent greater than Nebraska averages. Bellevue's Hispanic or Latino population, which represents 5.9 percent of the population, is slightly higher than Nebraska's average.

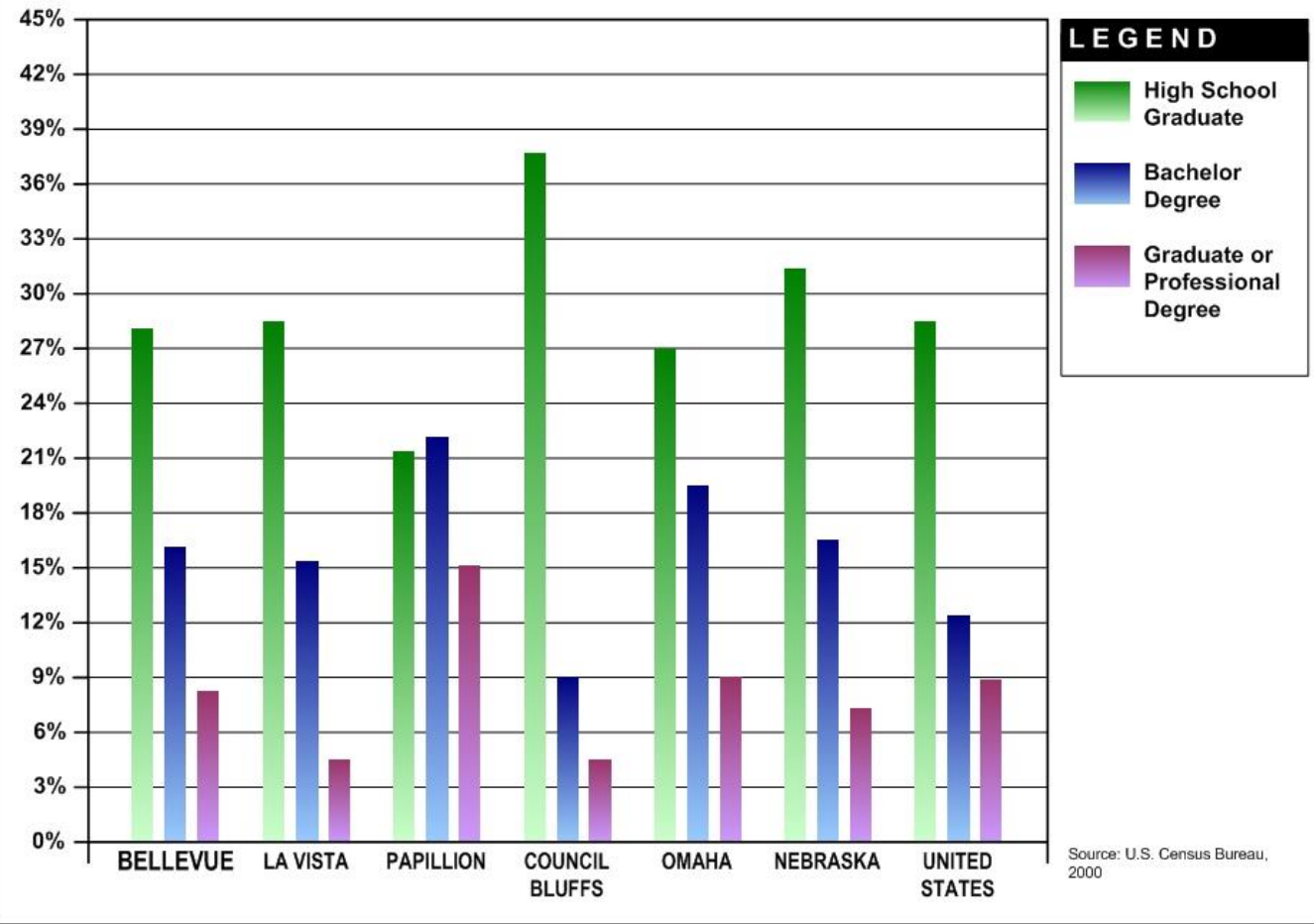
Social Characteristics

Educational Attainment

According to the U.S. Census, 28.1 percent of Bellevue residents have a high school diploma. This percentage compares with the Nebraska average of 31.3 percent. However, Bellevue is fortunate to have higher percentages of both bachelor-degree residents and graduate- or professional-degree residents. Approximately 17 percent of Bellevue residents have obtained a bachelor's degree compared with 16.5 percent of Nebraska residents. Approximately 8.1 percent of Bellevue residents have a graduate or professional degree, which is slightly higher than the Nebraska average of approximately 7.3 percent.

Graph B-4 compares Bellevue's educational attainment levels with other area communities. Bellevue's education attainment levels are nearly commensurate with the levels of La Vista. However, Papillion has higher percentages of both bachelor-degree residents and graduate- or professional-degree residents. The disparity between graduate- or professional-degree residents is significant. Approximately 8 percent of Bellevue residents have a graduate or professional degree compared with 15.1 percent of Papillion residents. Bellevue's educational attainment levels are significantly higher than those of Council Bluffs. Approximately 17 percent of Bellevue residents have a bachelor degree, compared to 9.4 percent of Council Bluffs residents. Omaha has a lower percentage of high school graduates, but a higher percentage of bachelor-degree residents and graduate- or professional-degree residents. Bellevue has a higher percentage of bachelor-degree residents but a lower percentage of graduate- or professional-degree residents when compared with national averages.

EDUCATIONAL ATTAINMENT COMPARISON

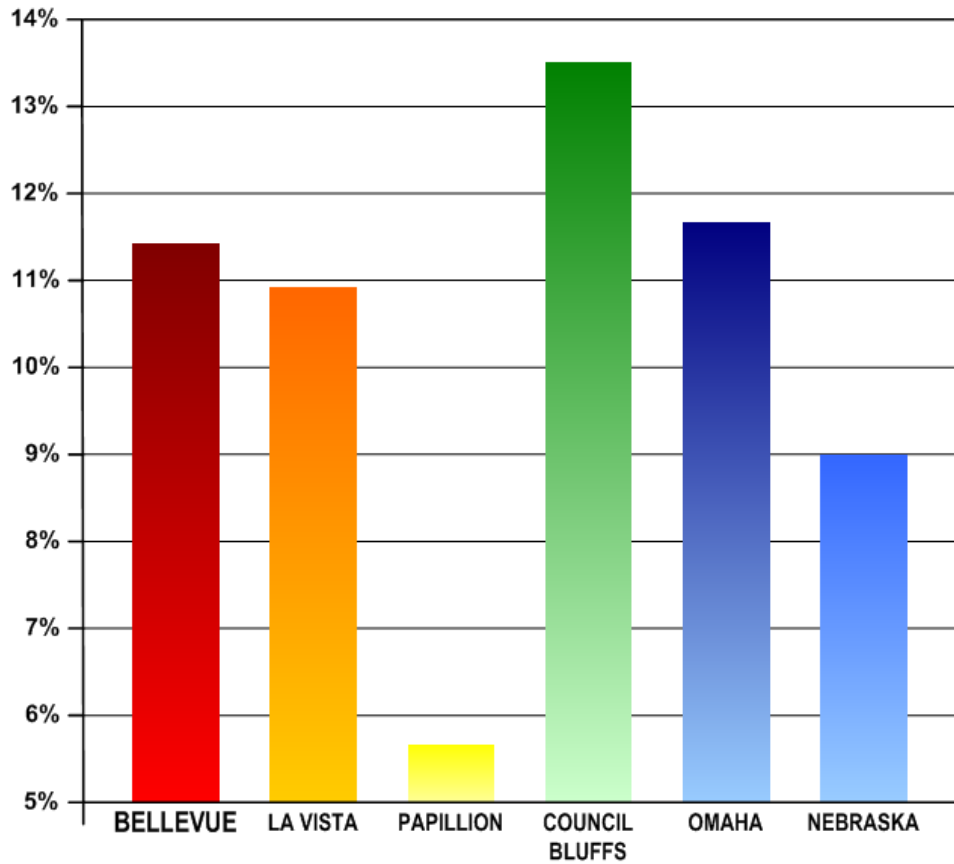


Graph B-4: Educational Attainment Comparison

Divorce Rates

Approximately 57 percent of Bellevue residents are married. This value is consistent with Nebraska averages. The percentage of Bellevue residents who have never married and who are separated are both in line with Nebraska state averages. Approximately 11 percent of Bellevue residents are divorced. Graph B-5 compares the Bellevue divorce rate with other area communities. Divorce appears to be more prevalent in Bellevue than in other Nebraska communities. The percentage of Bellevue residents who are divorced is 26.6 percent higher than the Nebraska state average. However, when Bellevue's divorce rates are compared with those of other area communities, with the exception of Papillion, Bellevue is fairly consistent with other local communities.

DIVORCE RATES



SUMMARY
Compared to other local communities, Bellevue's divorce rate is lower than Council Bluff's and Omaha, but higher than Papillion's, La Vista's, and the state of Nebraska.

Source: U.S. Census Bureau, 2000

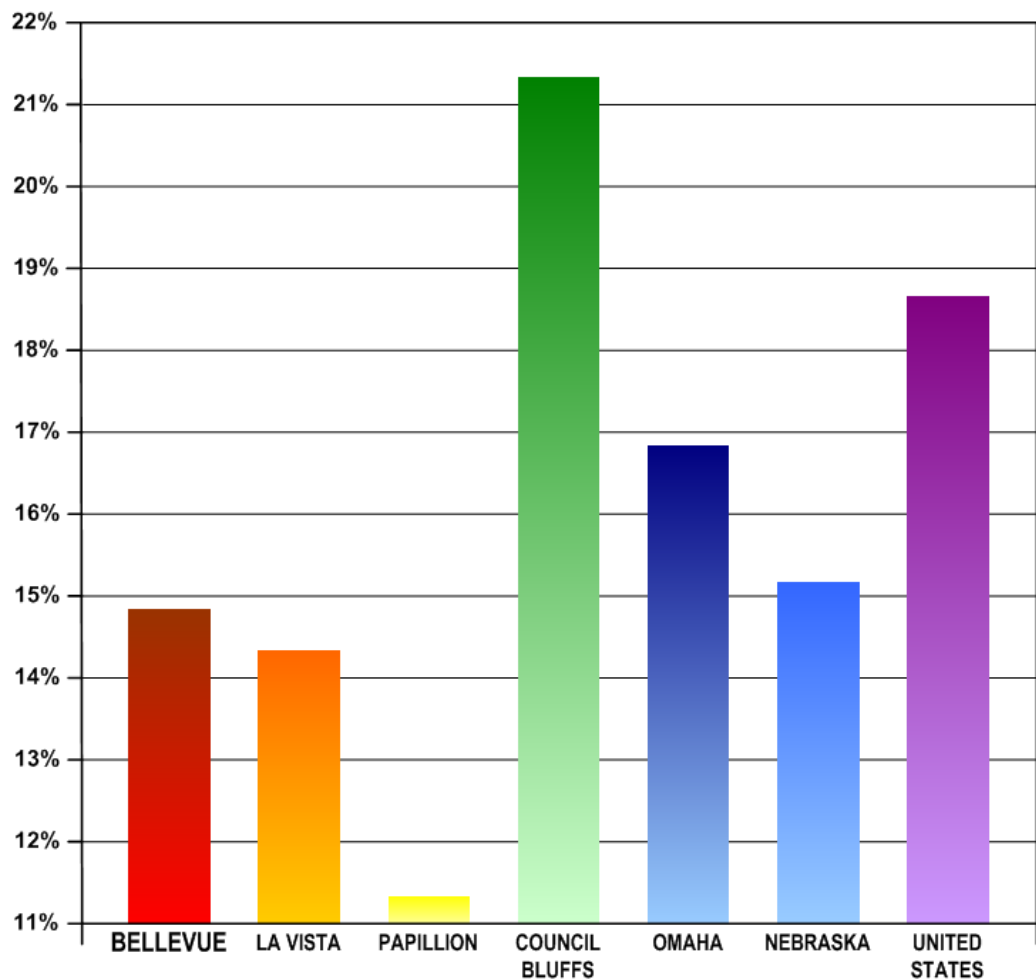
Graph B-5: Divorce Rates Comparison

Disability

The U.S. Census defines a disability as, “A long-lasting physical, mental, or emotional condition. This condition can make it difficult for a person to do activities such as walking, climbing stairs, dressing, bathing, learning, or remembering. This condition can also impede a person from being able to go outside the home alone or to work at a job or business.” The 2000 U.S. Census Survey found that 20,900,000 American families had at least one member with a disability. Sixty-nine percent of the disabilities reported in the 2000 U.S. Census Survey involved either a sensory or a physical disability. Sensory or physical disabilities can adversely affect one’s ability to work or maintain employment. Therefore, disabilities can lead to a reduced chance of employment and an increased likelihood of federal government health insurance.

Graph B-6 indicates the percentage of residents between the ages of 21 and 64 that have a disability. This graph also compares the disability rate of Bellevue residents with other local communities. A local comparison of disability rates yields a 10 percentage point difference between Council Bluffs disability rate and Papillion’s rate. Additionally, this graph indicates that Bellevue’s disability rate is higher than La Vista and Papillion, but lower than Omaha and Council Bluffs. However, when Bellevue’s disability rate is compared with the national average, Bellevue’s disability rate is nearly 3 percentage points lower than the national average.

DISABILITY RATES (POPULATION 21 TO 64)



SUMMARY

Compared to other local communities, Bellevue's disability rate is lower than Council Bluffs, Omaha, the Nebraska average, and the U.S. average, but is higher than La Vista and Papillion.

Source: U.S. Census Bureau, 2000

Graph B-6: Disability Rates Comparison

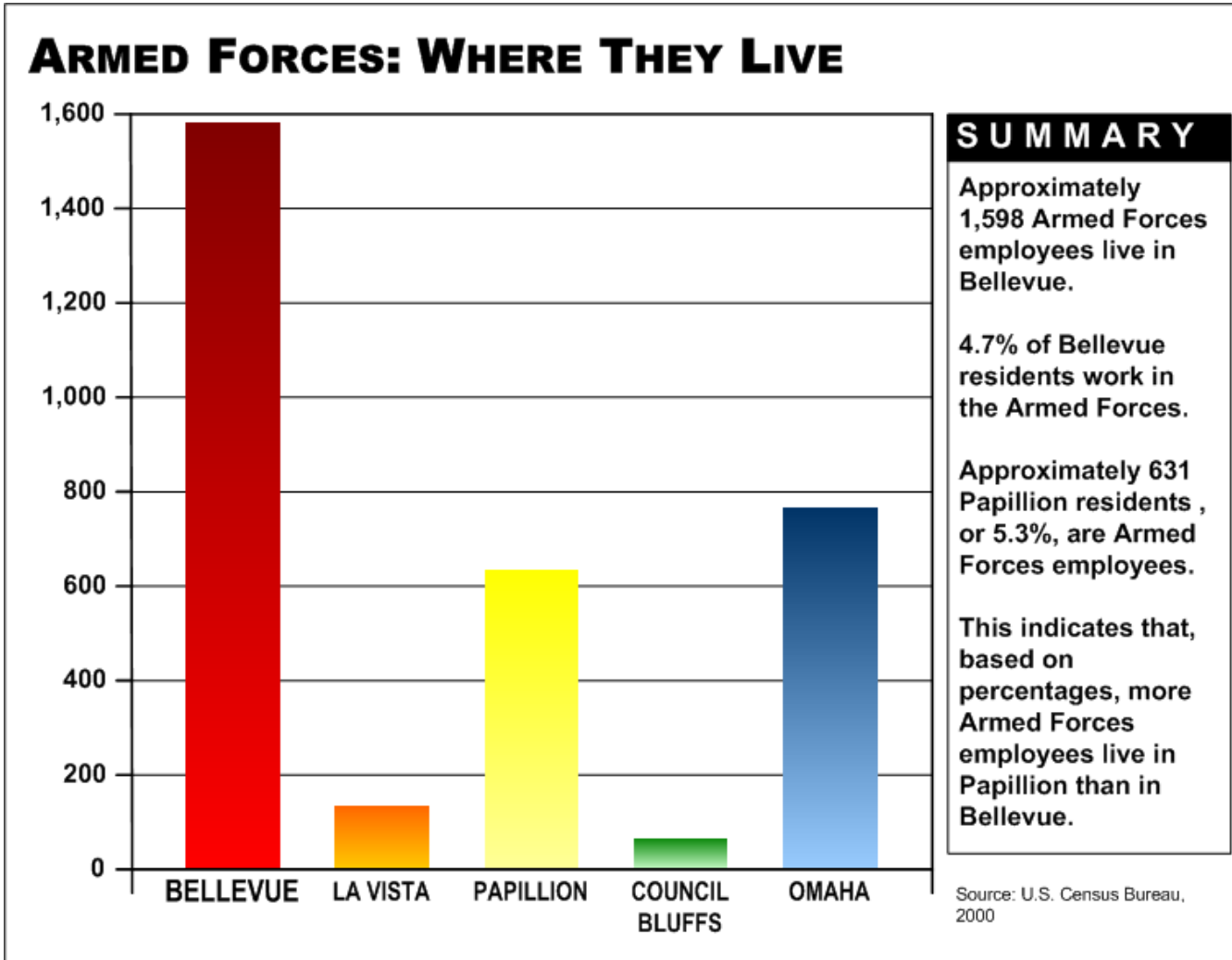
Employment Demographics

According to the 2000 U.S. Census, Bellevue's unemployment rate was 3.6 percent. This value is consistent with Nebraska's average unemployment rate of 3.5 percent. However, when Bellevue's unemployment rate is compared with the national rate, Bellevue's unemployment rate is significantly below the national average of 5.8 percent.

Armed Forces

Offutt AFB houses the 55th Wing, the U.S. Strategic Command, the Air Force Weather Agency, the U.S. Air Force Heartland of America Band, the 20th Intelligence Squadron, and the DET 10 Survey. These units collectively employ approximately 10,500 employees. Although many of these employees live on base and, therefore, live in Bellevue, information from the recent U.S. Census Survey indicates that the Armed Forces employees are scattered throughout the area.

Graph B-7 indicates that the Armed Forces employees live in several local communities. Approximately 1,598 Armed Forces employees live in Bellevue. Armed Forces employees represent 4.7 percent of Bellevue's total work force. Approximately 631 Armed Forces employees live in Papillion and represent 5.3 percent of Papillion's total work force. On the basis of percentage, more Armed Forces employees live in Papillion than in Bellevue.

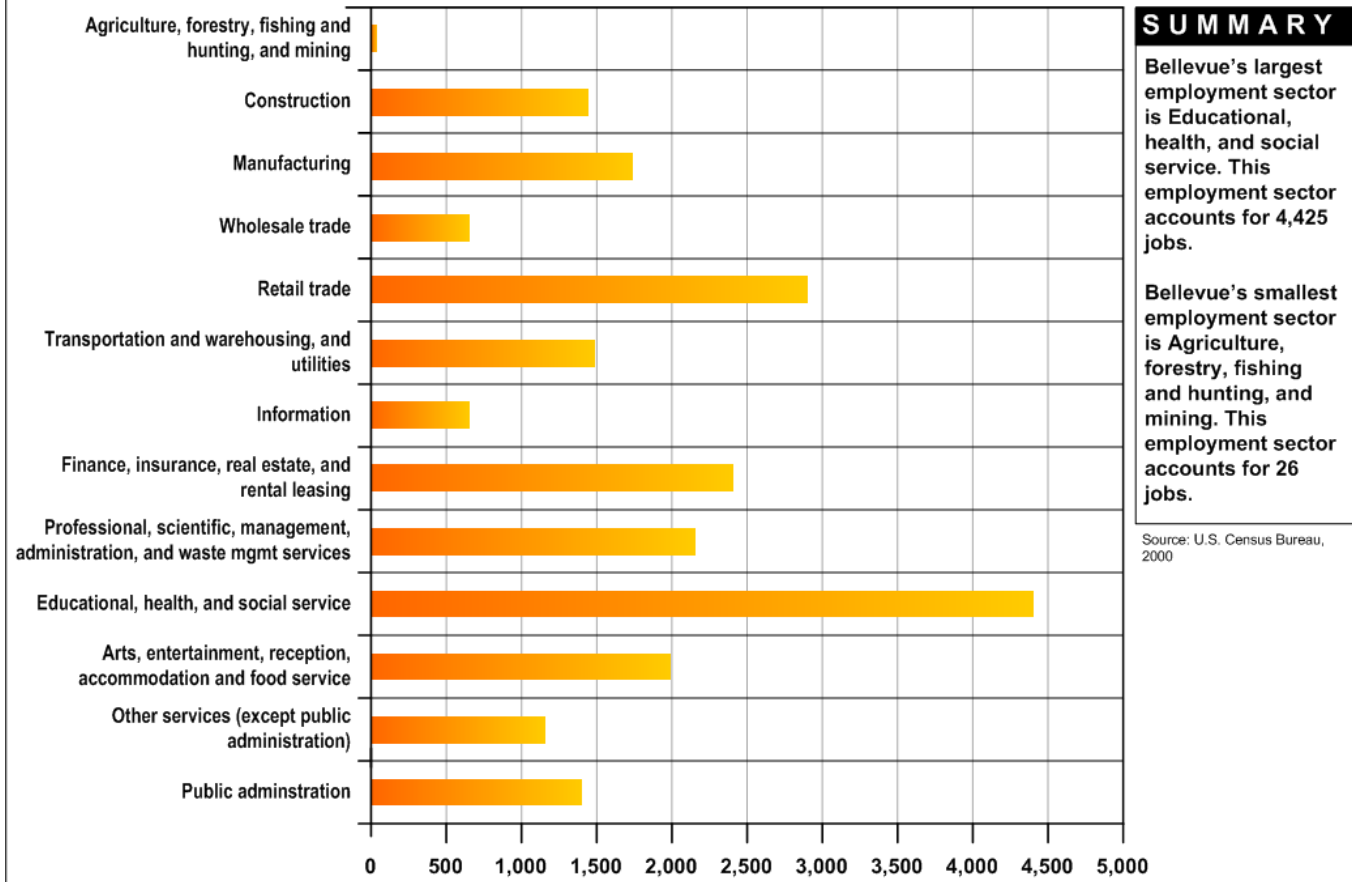


Graph B-7: Armed Forces Where They Live Comparison

Industry

Graph B-8 visually depicts Bellevue's employment distribution by industry. Bellevue's employment base is well diversified. Bellevue's largest employment industry, on the basis of total number of jobs, is the educational, health, and social services sector, which accounts for 4,425 jobs. Retail trade, Bellevue's second largest industry sector, accounts for 2,897 jobs. Bellevue's smallest employment industry is agriculture, forestry, fishing and hunting, and mining, which only accounts for 26 jobs.

Employment By Industry



SUMMARY

Bellevue's largest employment sector is Educational, health, and social service. This employment sector accounts for 4,425 jobs.

Bellevue's smallest employment sector is Agriculture, forestry, fishing and hunting, and mining. This employment sector accounts for 26 jobs.

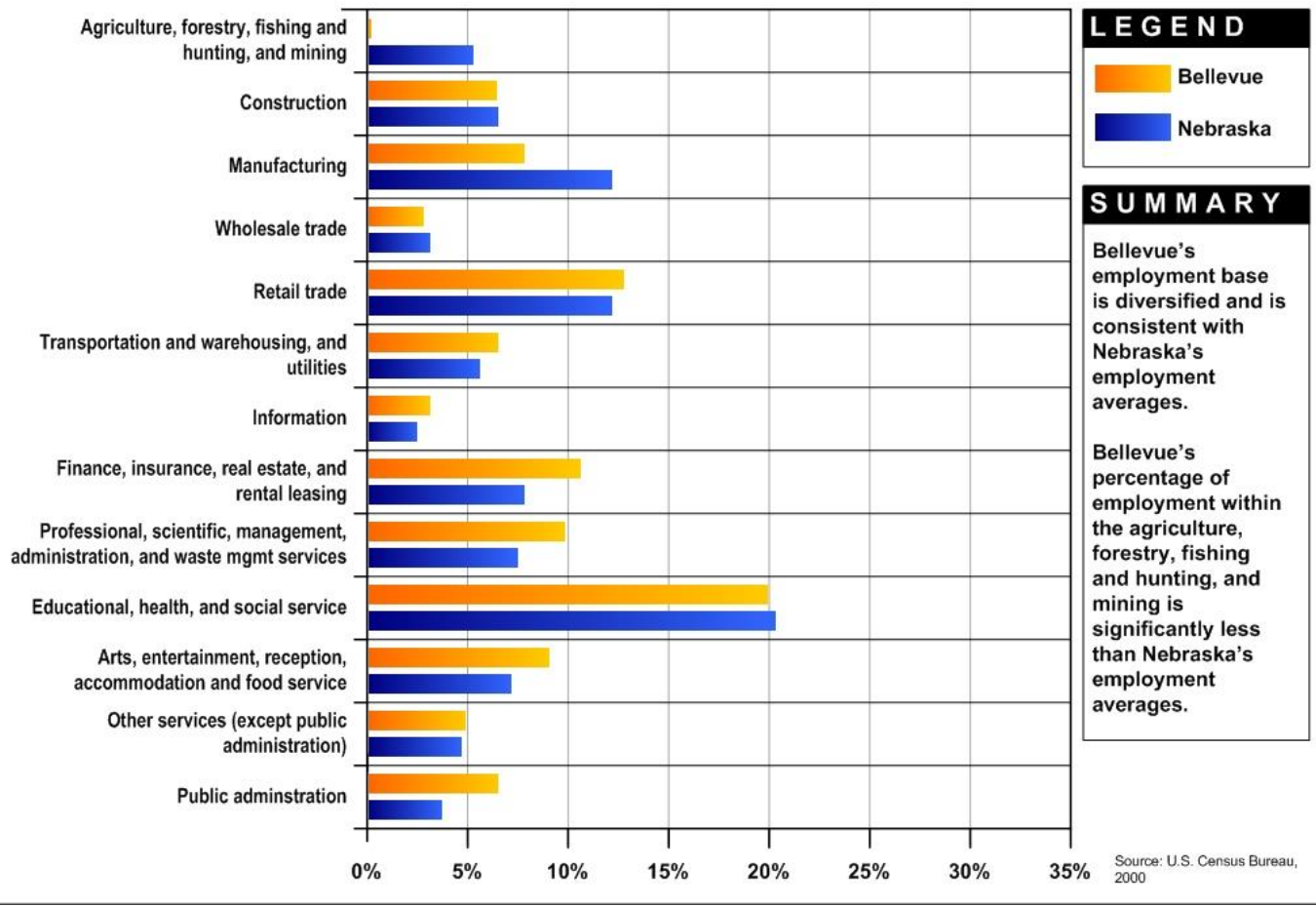
Source: U.S. Census Bureau, 2000

Graph B-8: Employment by Industry

Industry Comparison

Graph B-9 contrasts Bellevue's distribution of employment by industry with the averages for the state of Nebraska. The characteristics of Bellevue's employment by industry compare well with Nebraska's employment by industry averages. Bellevue's percentage of employment within the agriculture, forestry, fishing and hunting, and mining is significantly less than Nebraska's employment averages. Aside from this minor inconsistency, the percentage of employment for nearly every other employment industry sector is in line with Nebraska averages.

EMPLOYMENT BY INDUSTRY COMPARISON



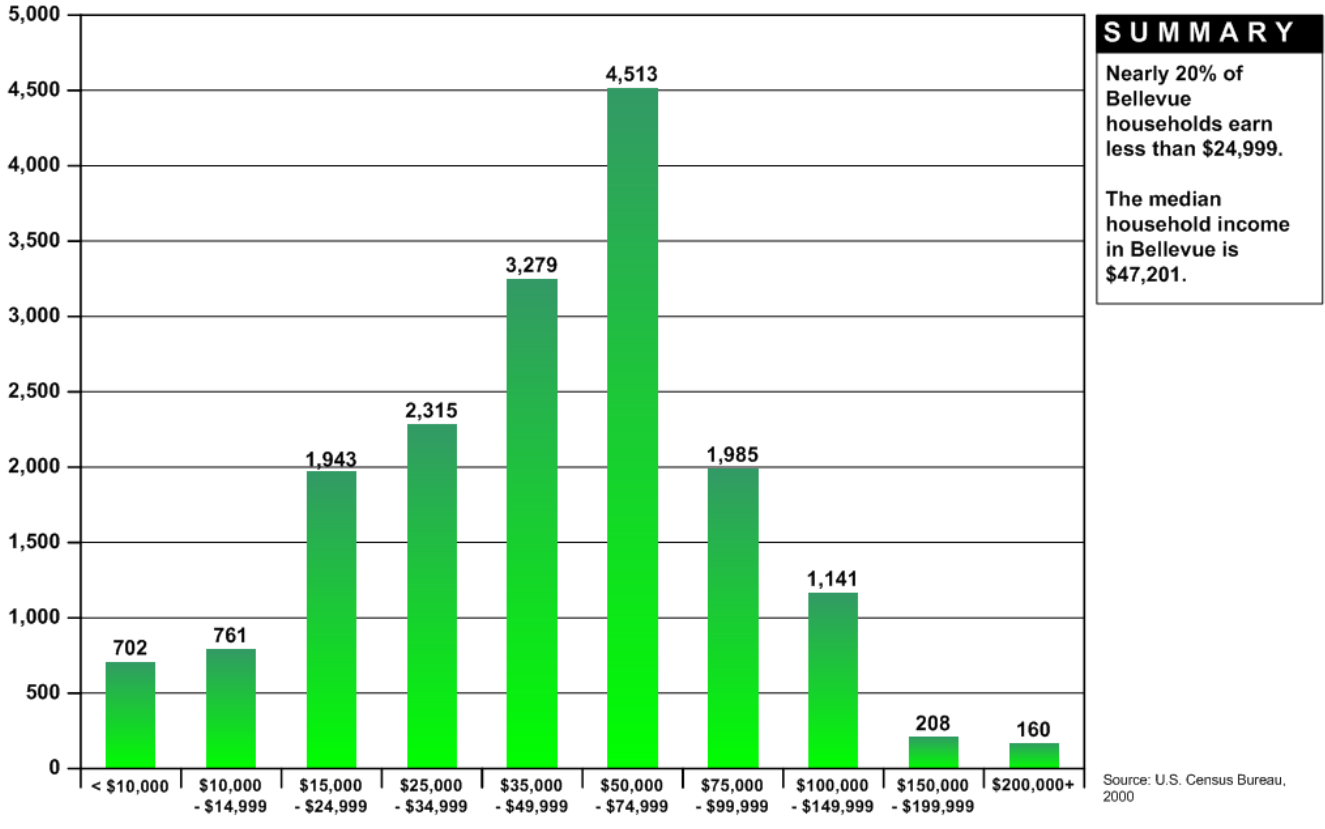
Graph B-9: Employment by Industry Comparison

Income Distribution

Graph B-10 depicts the stratification of Bellevue's household income. This graph indicates that Bellevue's income distribution is generally well diversified. The income segment that contains the largest percentage of Bellevue's households is income within the range of \$50,000 to \$74,999. Approximately 20 percent of Bellevue households earn less than \$24,999.

Bellevue's median household income is \$47,201—50 percent of Bellevue households earn less than \$47,201 and 50 percent of Bellevue households earn more than \$47,201.

HOUSEHOLD INCOME IN 1999 DOLLARS

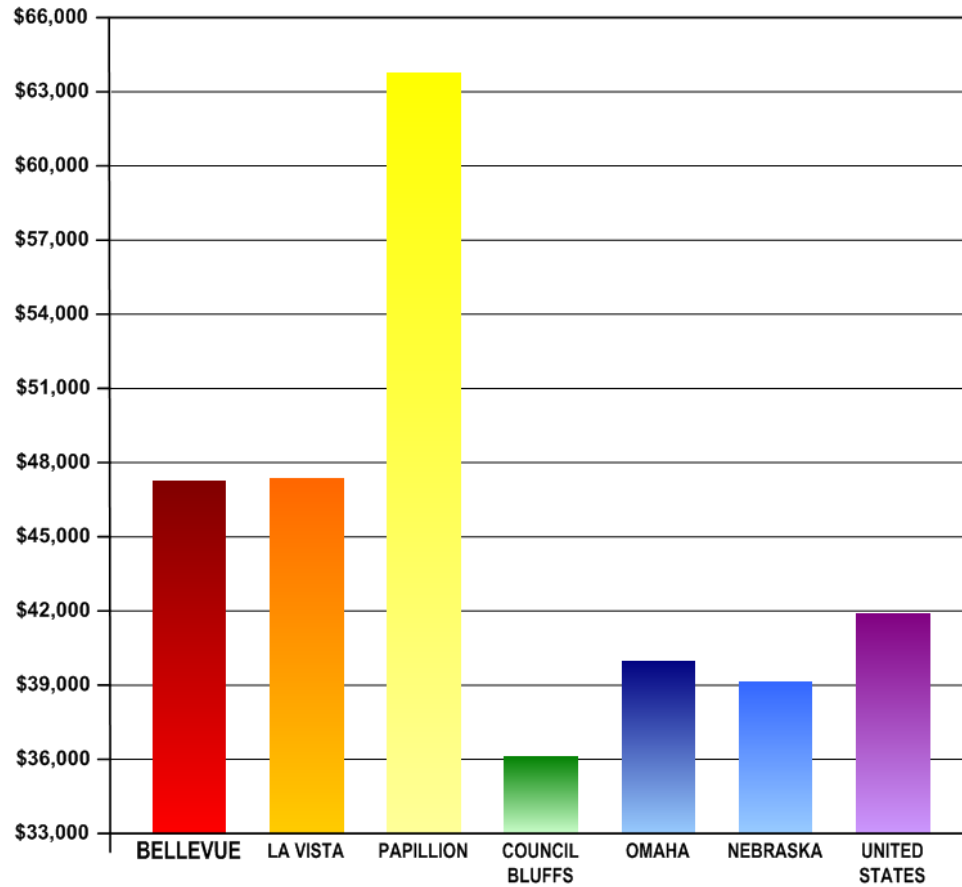


Graph B-10: Household Income in 1999 Dollars

Income Comparison

Graph B-11 contrasts Bellevue's median income with the median income of other local communities, the state, and the nation. Papillion has the highest median income of \$63,992, whereas Council Bluffs has the lowest median income of \$36,221. Bellevue's median income of \$47,201 is higher than Omaha's median income, Nebraska's median income, and the United State's median household income. However, Bellevue's median income is slightly less than La Vista's median household income of \$47,280 and is significantly less than Papillion's median household income of \$63,992.

MEDIAN HOUSEHOLD INCOME COMPARISON



SUMMARY

Bellevue's median household income is \$47,201.

Comparatively, Papillion has the highest median household income (\$63,992) and Council Bluffs has the lowest median household income (\$36,221).

Bellevue's median household income is higher than both Nebraska and the United State's median household income.

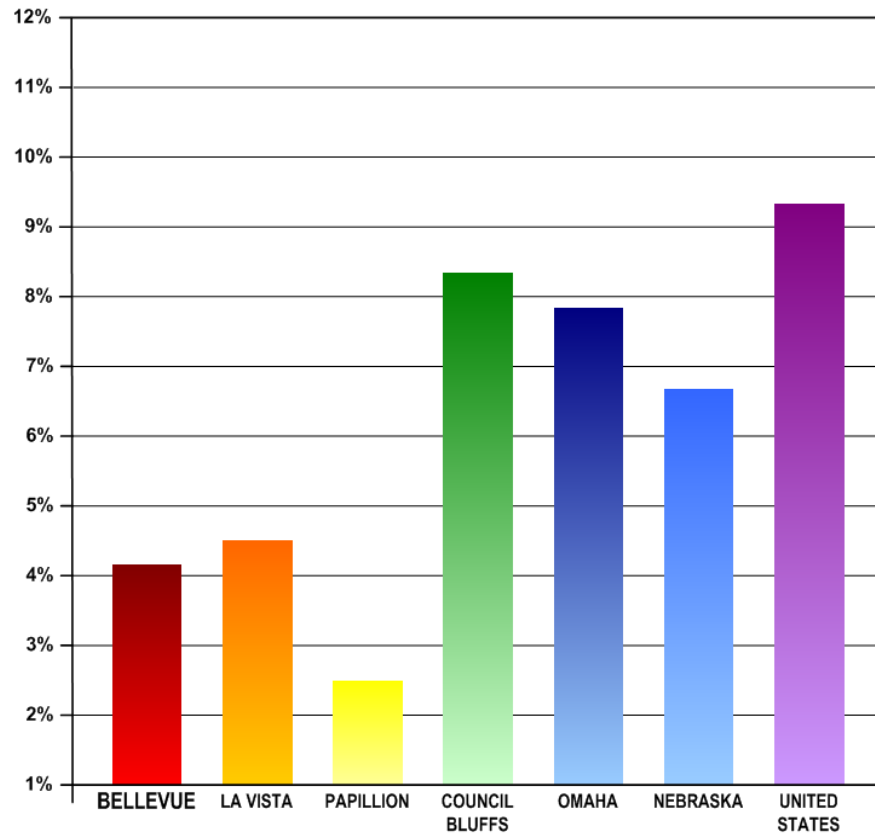
Source: U.S. Census Bureau, 2000

Poverty

According to the 1999 U.S. Census information, 495 Bellevue families, or 4.1 of Bellevue's total families, lived below the poverty level. Bellevue's percentage of families below the poverty level is well below Nebraska's average of 6.7 percent.

Graph B-12 compares Bellevue's percentage of families below the poverty level with that of other area communities. Bellevue's has the lowest percentage of families below the poverty level than other area municipalities, with the exception of Papillion. Papillion has the smallest percentage of families below the poverty level at 2.5 percent, and Council Bluffs has the largest percentage of families below the poverty level at 8.2 percent. However, Bellevue's percentage of families below the poverty level is significantly lower than either Council Bluffs or Omaha.

PERCENTAGE OF FAMILIES BELOW POVERTY LEVEL



SUMMARY

Approximately 4.1% of Bellevue families live below the poverty level.

Comparatively, Papillion has the smallest percentage of families below the poverty level (2.5%) and Council Bluffs has the largest percentage of families below the poverty level (8.2%).

Bellevue's percentage of families below the poverty level is lower than the Nebraska and national average.

Source: U.S. Census Bureau, 2000

Graph B-12: percentage of Families Below Poverty Level

Housing Demographics

Year Structure Built

Chart B-1 is a pie chart that represents the percentage of homes built before 1939 until March 2000. Graph 2-13 identifies the number of homes built before 1939 until March 2000.

According to the U.S. Census Bureau, homes built before 1940 account for 23.7 percent of Bellevue housing stock. The largest share of Bellevue homes were constructed between 1970 and 1979. Approximately 5,275 homes, or 30 percent of Bellevue's total housing stock, were built during this time frame. The second largest share of homes constructed within Bellevue occurred between 1960 and 1969. Approximately 4,118 homes, or 24 percent of Bellevue's housing stock, were constructed during this time frame.

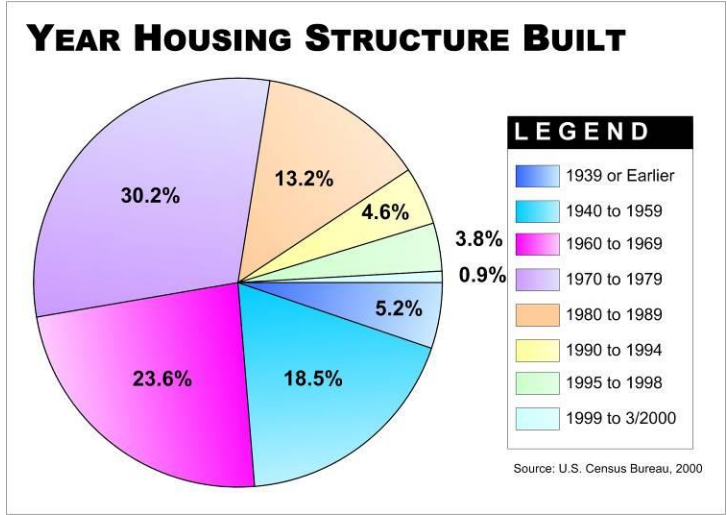
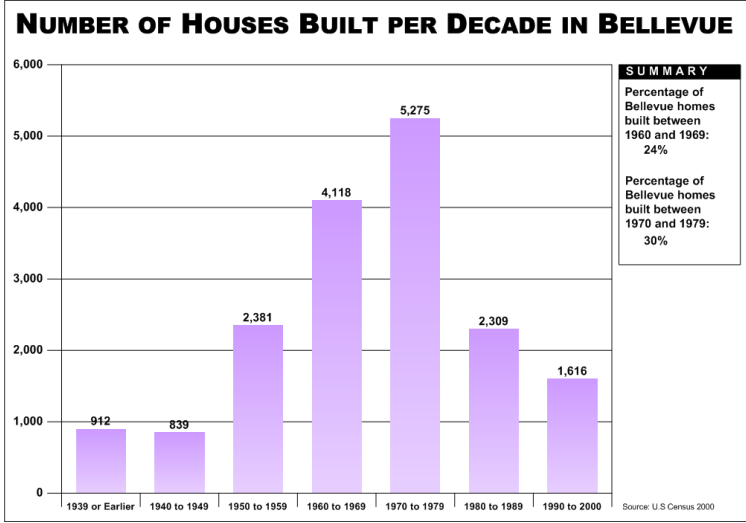


Chart B-1: Year Housing Structure Built

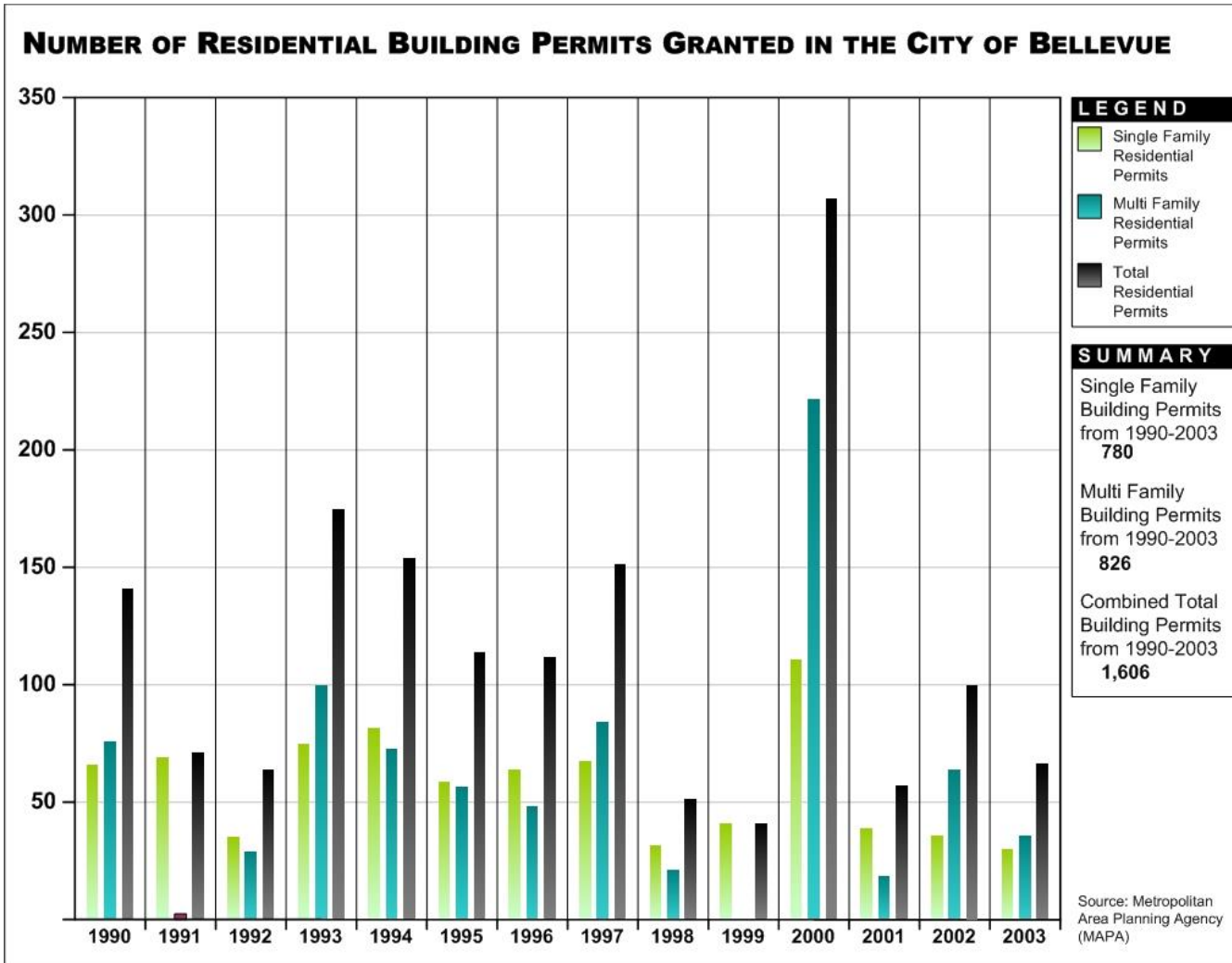


Graph B-13: Number of Houses Built Per Decade

Single-Family Building Permits within City Limits

The City of Bellevue has experienced modest residential housing growth between 1990 and 2003. Graph B-14 details the number of building permits granted in the Bellevue city limits from 1990 to 2003. The graph includes both single-family residential permits and multifamily residential permits. According to MAPA, 780 single-family building permits and 826 multifamily building permits were authorized within the Bellevue city limits between 1990 and 2003, giving a total of 1,606 building permits

The number of building permits authorized within the city limits of Bellevue peaked in 2000, with a combined total of nearly 320 permits. A sharp decline in the total building permits followed in 2001, 2002, and 2003.



Graph B-14: Number of Residential Building Permits Granted in the City of Bellevue

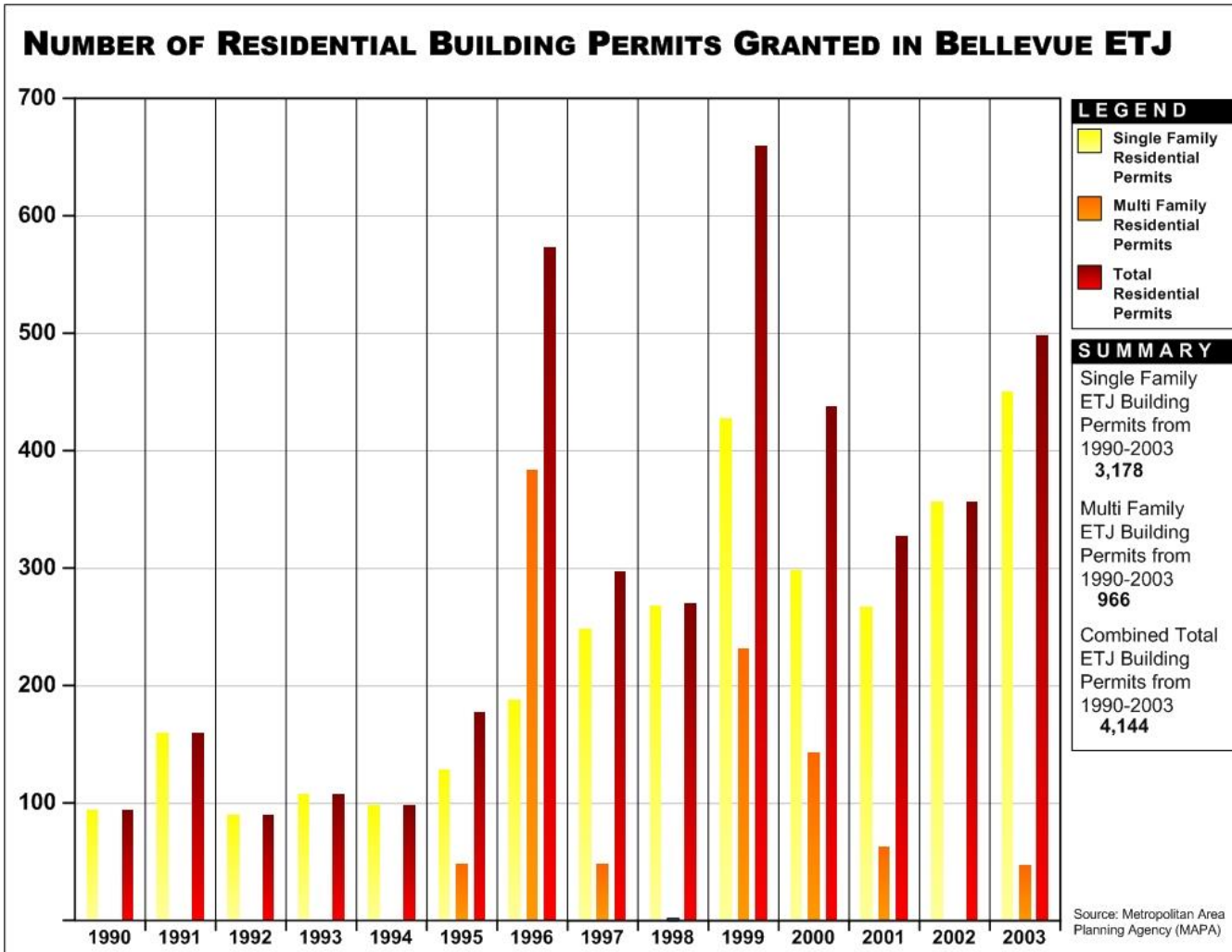
Single-Family Building Permits within ETJ

Growth within Bellevue's ETJ area has occurred at a much higher rate than development within the city limits. Graph B-15 details the number of building permits granted in the Bellevue ETJ area from 1990 to 2003. This graph also displays both single-family and multifamily building permits. According to MAPA, 4,144 total building permits were granted in Bellevue ETJ area between 1990 and 2003.

In comparison, a total of 1,606 building permits were granted within Bellevue's city limits during this same time frame. Residential development is occurring nearly 3 times faster in the ETJ area than in the Bellevue city limits.

Seventy-six percent, or 3,178, of the total building permits granted from 1990 to 2003 were for single-family residential housing in the ETJ area. In comparison, 780 single-family building permits were permitted during this same timeframe within the city limits. Most of Bellevue's single-family residential growth is clearly occurring outside the city limits. Approximately 966 multifamily building permits were granted in the ETJ area between 1990 and 2003 compared with 826 multifamily building permits within the city limits. A similar number of multifamily residential building permits were issued both in the city limits and in the ETJ area between 1990 and 2003.

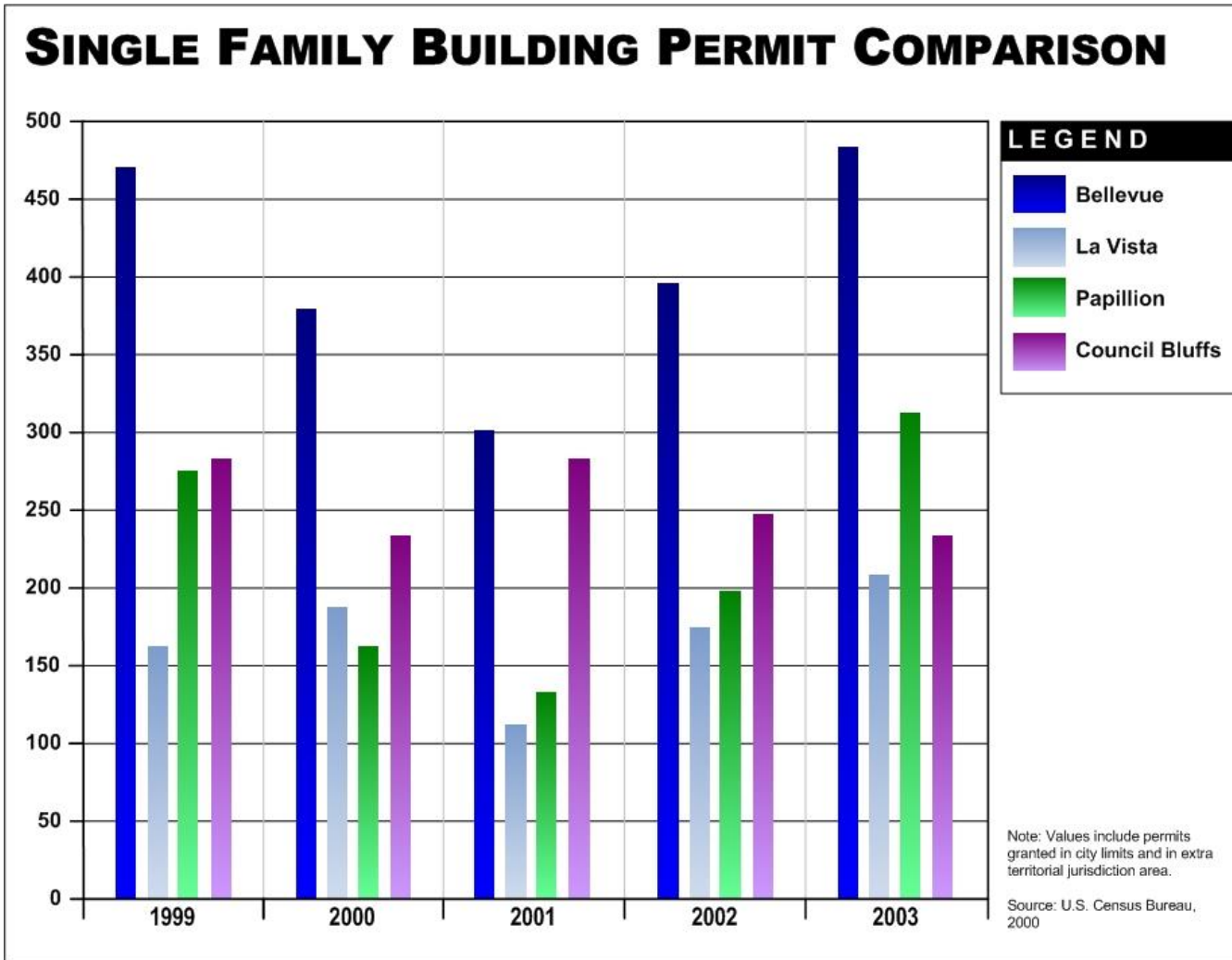
Bellevue's ETJ area saw modest residential permit granting between 1990 and 1995. A peak in the number of building permits issued occurred in 1996. Between 1990 and 2003, the total number of building permits granted peaked in 1999 when 675 single-family and multifamily permits were authorized. Total building permits granted in the ETJ area fell a bit in 2000 and 2001 but rebounded in 2002 and 2003.



Graph B-15: Number of Residential Building Permits Granted in Bellevue ETJ

Single-Family Building Permit Comparison

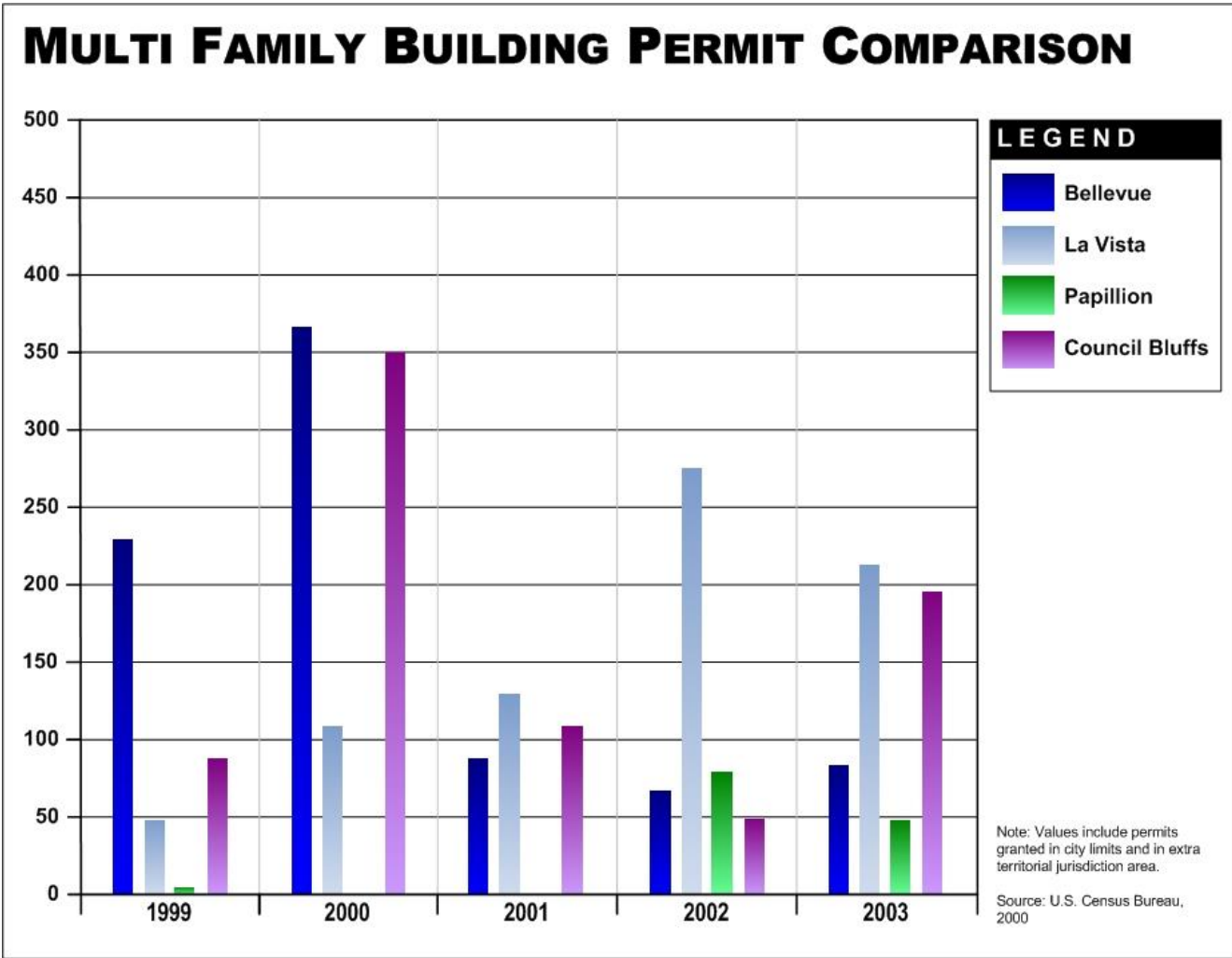
Graph B-16 depicts the total number of single-family building permits granted within Bellevue, La Vista, Papillion, and Council Bluffs between 1999 and 2003. This graph includes permits granted within the city limits and in the ETJ area. Bellevue has consistently granted more single-family building permits than each of the other communities. In 2003, Bellevue issued 480 single-family building permits, La Vista issued 210, Papillion issued 320, and Council Bluffs issued 240. With the exception of Council Bluffs, all other communities— including Bellevue—have seen steady increases in the number of single-family building permits issued since 2001. However, when the growth is measured as a percentage, Papillion's single-family building permits increased by 59 percent from 2002 to 2003, and Bellevue's increased 22 percent. So although Bellevue had more single-family building permits issued in 2003, the rate of change was significantly less than Papillion.



Graph B-16: Single Family Building Permit Comparison

Multifamily Building Permit Comparison

Graph B-17 depicts the total multifamily building permits granted within Bellevue, La Vista, Papillion, and Council Bluffs between 1990 and 2003. This graph includes permits granted within the city limits and in the ETJ area. In 1999, Bellevue granted 225 multifamily building permits and, in 2000, escalated to 360. In 2001 and 2002, the number of permits decreased drastically to 70. In 2003, the number increased slightly to 75. In comparison, La Vista's multifamily building permits increased steadily from 1999 to 2002 before falling slightly in 2003. Perhaps most interesting is Papillion's low number of multifamily building permits. In 1999, Papillion only granted 2 multifamily building permits. In 2000 and 2001, Papillion did not grant any multifamily building permits. Papillion granted 82 multifamily building permits in 2002 and 48 in 2003. Clearly, most residential growth in Papillion is in the form of low density, single-family housing.



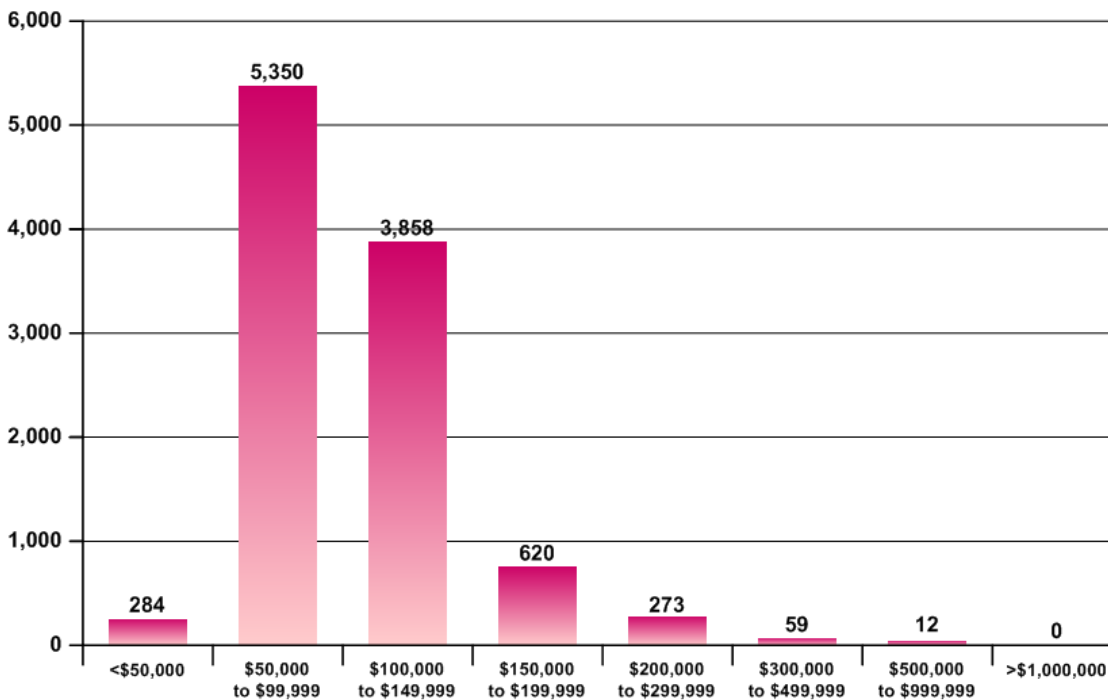
Graph B-17: Multi Family Building Permit Comparison

Value of Housing

Graph B-18 displays the number of Bellevue homes on the basis of value. According to the U.S Census Bureau, the median value of an existing single-family home in Bellevue is \$97,800—one half of Bellevue’s homes are worth more than \$97,800 and, one half are worth more than \$97,800. Ninety percent of Bellevue homes are worth less than \$150,000, and only 2.6 percent of Bellevue’s housing stock is worth between \$200,000 and \$299,999.

Bellevue has a greater percentage of homes valued at less than \$50,000 (2.7 percent) than homes that are valued between \$200,000 and \$299,999 (2.6 percent). Bellevue contains 12 homes that are worth between \$500,000 and \$999,999 and contains no homes that are worth more than one million dollars.

VALUE OF BELLEVUE HOMES



SUMMARY

The median price of an existing single-family home is \$97,800.

Approximately 90% of Bellevue homes are worth less than \$150,000.

Bellevue contains twelve homes in the \$500,000 to \$999,999 category.

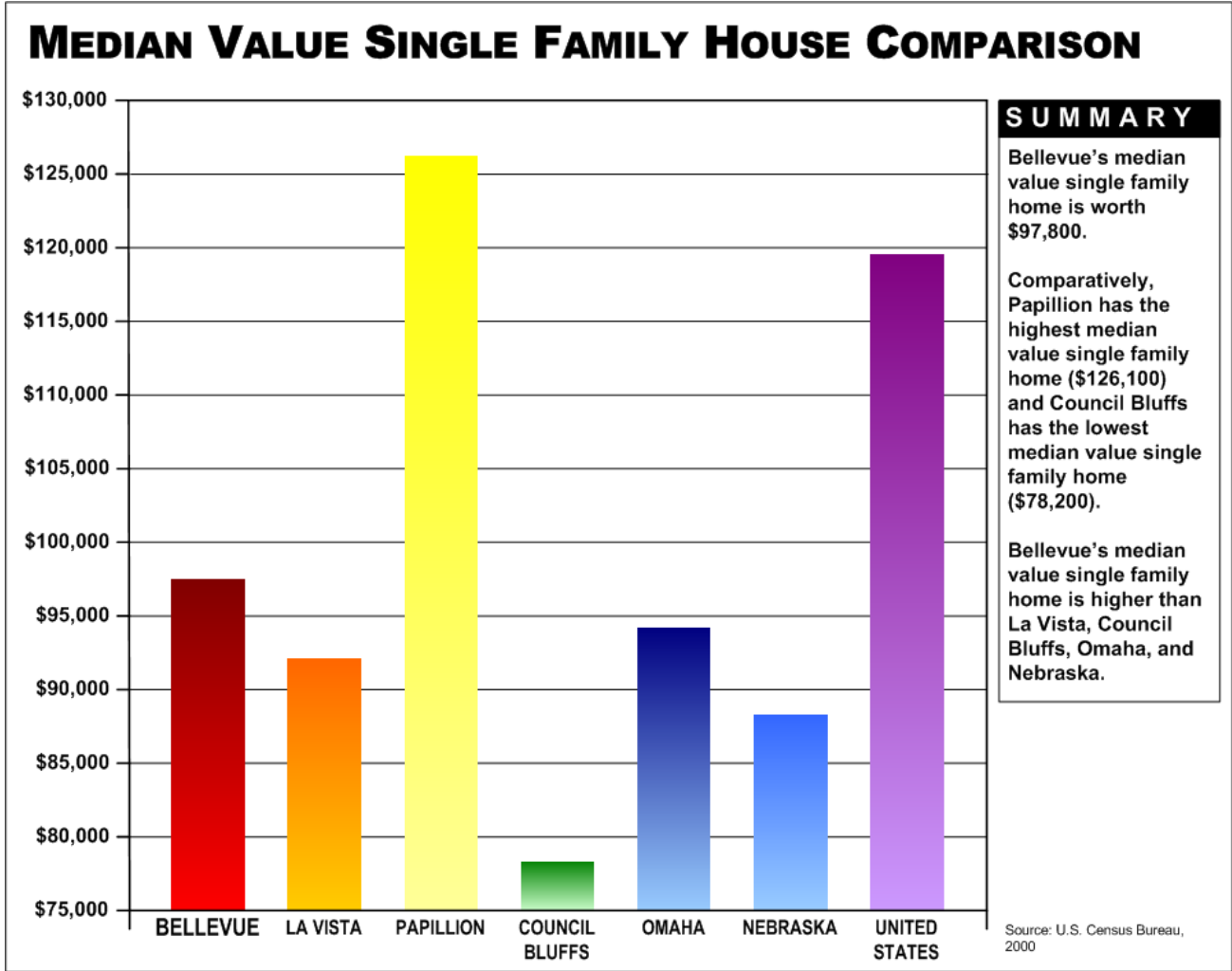
Bellevue contains zero homes worth more than \$1,000,000.

Source: U.S. Census Bureau, 2000

Graph B-18: Value of Bellevue Homes

Value of Single-Family House Comparison

Graph B-19 depicts the median value of a single-family house in Bellevue, La Vista, Papillion, Council Bluffs, Omaha, the state of Nebraska, and the United States. Papillion has the highest median value of a single-family home at \$126,100, and Council Bluffs has the lowest median value of a single-family home at \$78,200. Bellevue's home values are higher than La Vista, Council Bluffs, Omaha, and the Nebraska average.



Graph B-19: Median Value Single Family House Comparison

Affordability of Housing

According to the National Association of Realtors, the HAI (HAI) measures whether or not a typical family can qualify for a mortgage loan for a standard single-family home. A standard home is defined as a median-priced, existing single-family house. The HAI is a useful calculation that compares the necessary qualifying income (income necessary to qualify for a loan for a median-priced home) with the median price of an existing home. A value of 100 indicates that a family who makes the median income has exactly enough income to qualify for a mortgage for an existing median single-family home. Essentially, the higher the HAI value, the more affordable the local housing is in relation to the median income.

Table B-7 identifies and describes Bellevue's HAI value. Higher values indicate that a community's median income has more local housing purchasing power. For example, a value of 120 means that a family earning the median income has 120 percent of the necessary income to qualify for a conventional loan covering 80 percent of the median-priced existing single-family home. The calculation assumes that buyers will provide 20 percent cash as a down payment and that the remaining 80 percent of the home will be financed with a loan.

Bellevue's composite HAI score is 217.81. A family earning the median income has 217 percent of the income necessary to qualify for a conventional loan covering 80 percent of the median-priced existing single-family home. The median-priced single-family home in Bellevue is \$97,800. The qualifying income necessary to qualify for a loan for the median-priced home is only \$24,985.57. This means that a family who earns \$24,985.57 would be able to qualify for a loan for a median-priced existing single-family home.

Bellevue Affordability Index

Qualifying Income

\$24,985.57

Income necessary to qualify for a loan for the median-priced home.

Housing Affordability Index

217.81

The degree to which a typical family can afford the monthly mortgage payments on a typical home.

Interest Rate = 7.0%

Median price of an existing Bellevue single-family home = \$97,800

Median Bellevue family income = \$54,422

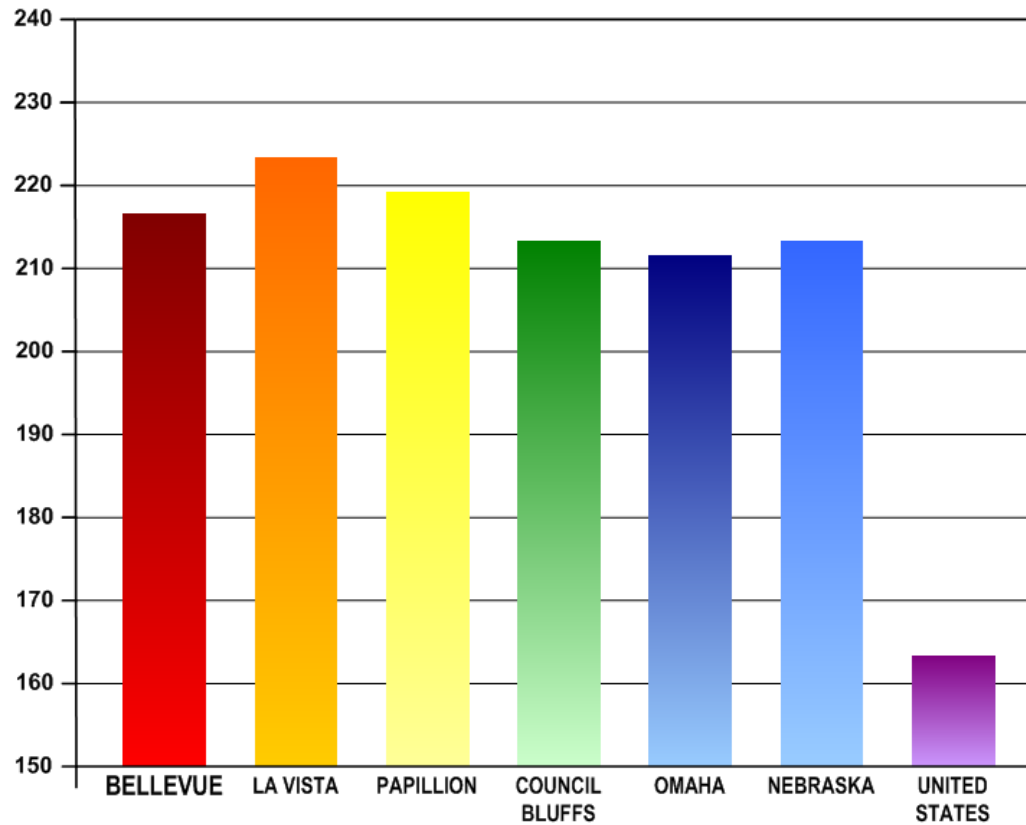
Table B-8: Bellevue Affordability Index

Housing Affordability Index Comparison

Graph B-20 contrasts Bellevue's HAI with other local communities, the state of Nebraska, and the nation. La Vista has the highest HAI in the area at 223, and Omaha has the lowest in the area, with an HAI of 211. La Vista's median income essentially has the most housing purchasing power and Omaha's median income has the least housing purchasing power. Graph B-20 indicates that La Vista and Papillion have more affordable housing in relation to the median income than Bellevue, and Council Bluffs and Omaha have less affordable housing in relation to the median income than Bellevue.

The average HAI composite score for the state of Nebraska is 213, which is slightly less than Bellevue's HAI value of 217. Bellevue's median income has slightly more housing purchasing power than the state average. Bellevue's HAI is significantly higher than the national average of 163. Bellevue's housing is significantly more affordable than national averages.

HOUSING AFFORDABILITY INDEX COMPARISON



SUMMARY

Bellevue's housing affordability index is 217.8.

La Vista's and Papillion's housing is more affordable.

Council Bluff's and Omaha's housing is less affordable.

Compared to national averages, the housing in Bellevue and the neighboring communities is more affordable.

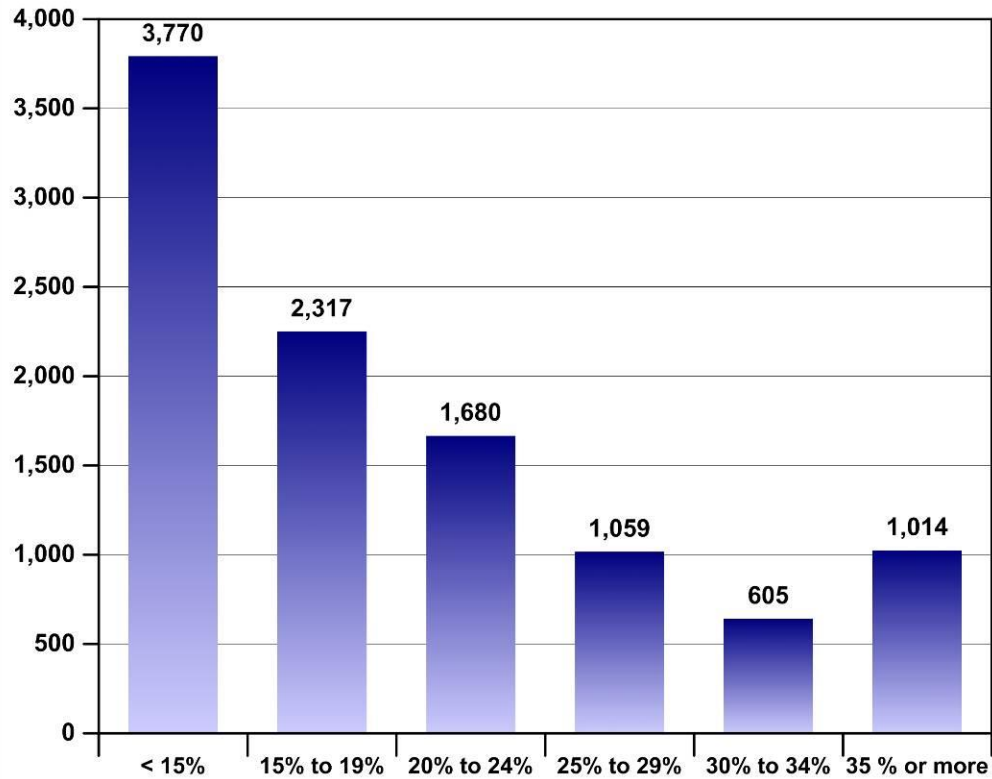
Source: U.S. Census Bureau, 2000

Graph B-20: HAI Comparison

Monthly Owner Costs

Graph B-21 identifies the total monthly costs associated with household ownership, as a percentage of total housing income. The results of this table indicate that most Bellevue residents, 59 percent, spend less than 20 percent of their income on housing costs. Monthly owner costs as a percentage of household income analysis indicates that the housing stock in Bellevue is relatively affordable.

MONTHLY OWNER COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME (1999)



SUMMARY

Nearly 59% of Bellevue home owners spend less than 20% of their income on housing costs.

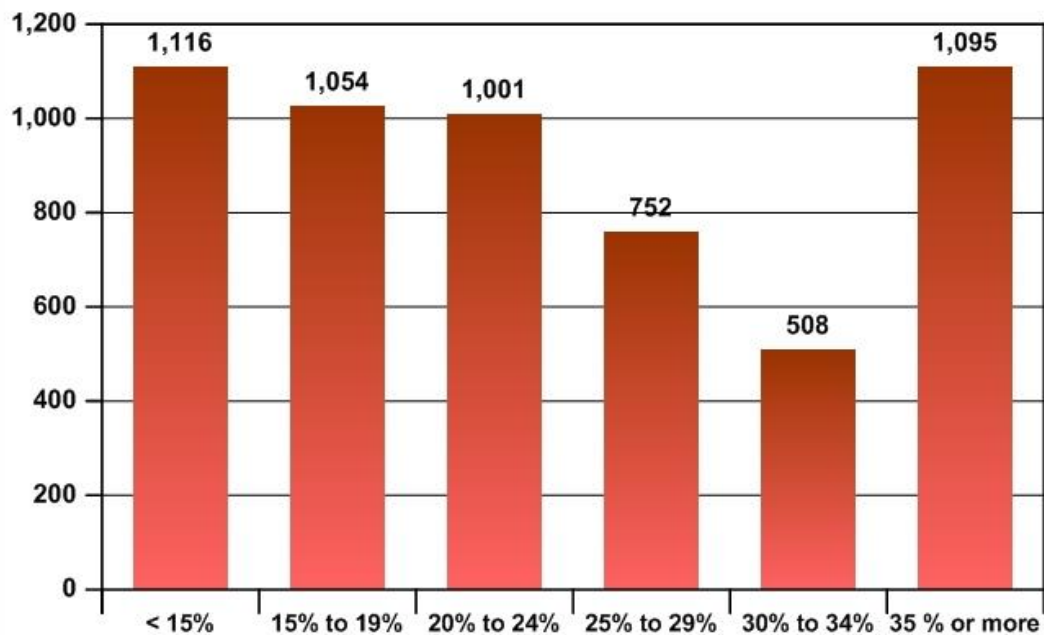
Source: U.S. Census Bureau, 2000

Graph B-21: Monthly Owner Costs as a percentage of Household Income (1999)

Gross Rent Percentage of Household Income

Graph B-22 identifies gross rent as a percentage of household income. The results indicate that of the Bellevue residents who rent, nearly 20 percent pay less than 15 percent of their household income on rent. However, 19 percent of the Bellevue residents who rent spend 35 percent or more of their household income on rent. This disparity indicates that rent values are very low for some Bellevue residents and very high for other residents. Further analysis is required on the amount of affordable housing available within the community.

GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME (1999)



SUMMARY

Nearly 20% of Bellevue renters pay less than 15% of household income on rent.

Approximately 19% of Bellevue renters pay more than 35% of household income on rent.

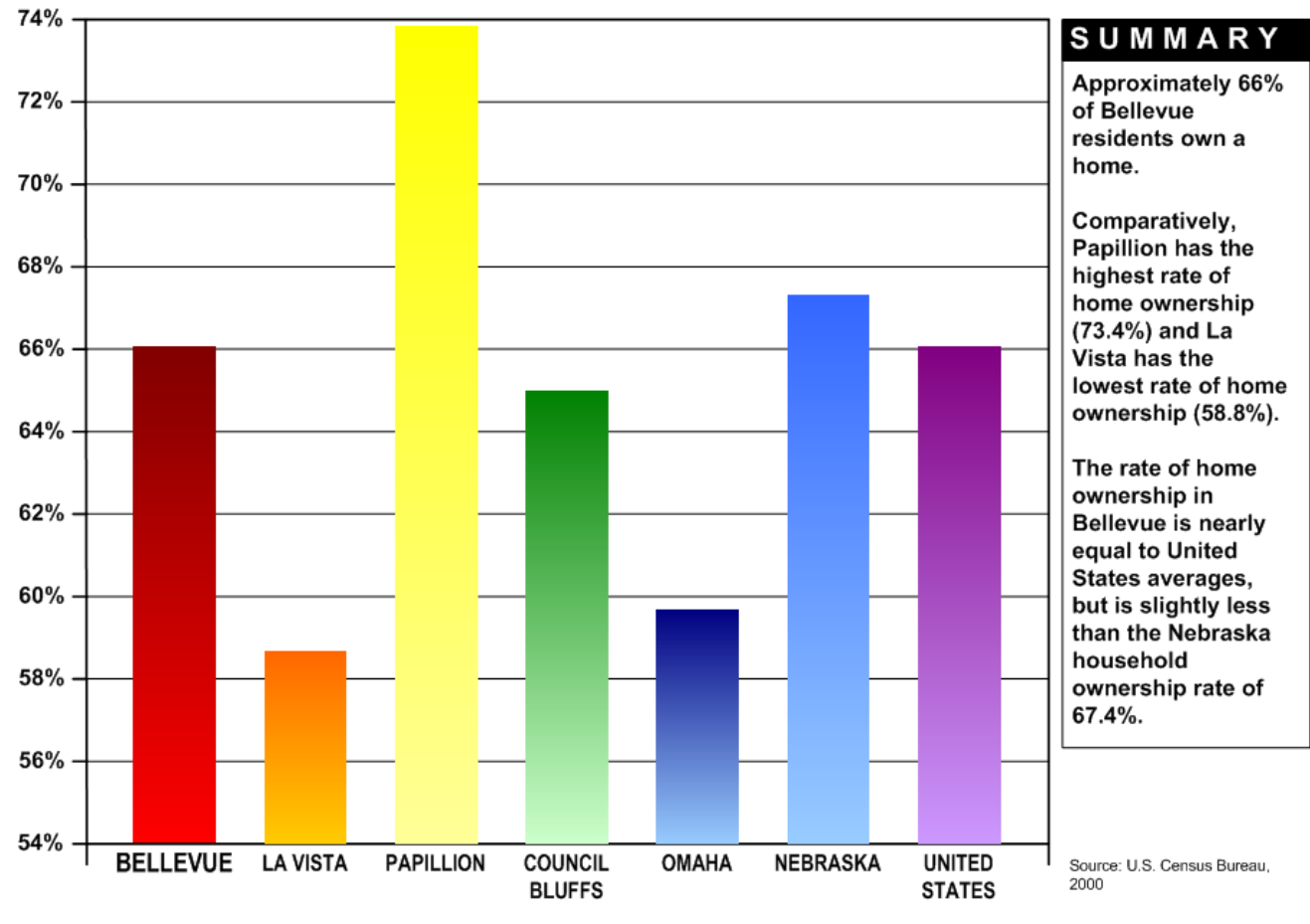
Source: U.S. Census Bureau, 2000

Graph B-22: Gross Rent as a percentage of Household Income (1999)

Housing Tenure

Owner occupancy refers to the percentage of the residents within the community that own their own home. A higher owner occupancy rate indicates that a higher percentage of residents own their own home. Graph B-23 contrasts Bellevue's owner occupancy rate, which is 66 percent, with other area communities. Bellevue's owner occupancy rates are just slightly below state averages and are essentially commensurate with national averages. Bellevue's owner occupancy rate is significantly higher than La Vista, which indicates that a higher percentage of Bellevue residents own their own home. However, Papillion's owner occupancy rate is nearly eight percentage points higher than Bellevue's. Bellevue's owner occupancy rates are higher than both that of Council Bluffs and Omaha.

OWNER OCCUPANCY HOUSING COMPARISON



Graph B-23: Owner Occupancy Housing Comparison

Parks and Recreation

The National Recreation and Park Association's 1996 document entitled *Park, Recreation, Open Space and Greenway Guidelines* has served as a primary reference for defining park guidelines and standards and is used by both park designers and park planners. This document suggests that a community's park system should contain 10 acres of public open space per 1,000 residents. In addition to defining park standards, the document also includes a park classification system. The size of a park strongly affects the types of uses available, the service area, and the site characteristics. Parks are generally categorized into four types.

Mini-Park

A mini-park is typically 1 acre or less and is intended to serve less than a 0.25-mile radius. Mini-parks are designed to include specialized facilities for a specific population group (i.e., senior citizens or children). Mini-parks are typically found near higher density residential developments or near elderly housing centers.

Neighborhood Park

A neighborhood park is typically 15 acres or more and is intended to serve a single neighborhood, a 0.5-mile radius, or a population of approximately 5,000 residents. Neighborhood parks are designed to provide areas for both active recreational activities (i.e., playgrounds and field games) and passive recreational activities (i.e., picnicking and trails for walking). Neighborhood parks should be strategically placed within the center of several neighborhoods so that it is easily accessible to all surrounding residents.

Community Park

A community park is typically 25 acres or more and is intended to serve several neighborhoods or a 1- to 2-mile radius. Community parks are designed to provide a broad range of active and passive recreational activities. Common community park features include ball fields, large swimming pools, playgrounds, walking trails, natural areas, water bodies, and picnicking areas. Community park uses are primarily defined by site suitability and community needs.

Regional Park

A regional park is typically 200 acres or more and is intended to serve several communities. Regional parks are often found along a natural resource and typically support boating, camping, fishing, picnicking, swimming, a variety of trails, and play areas.

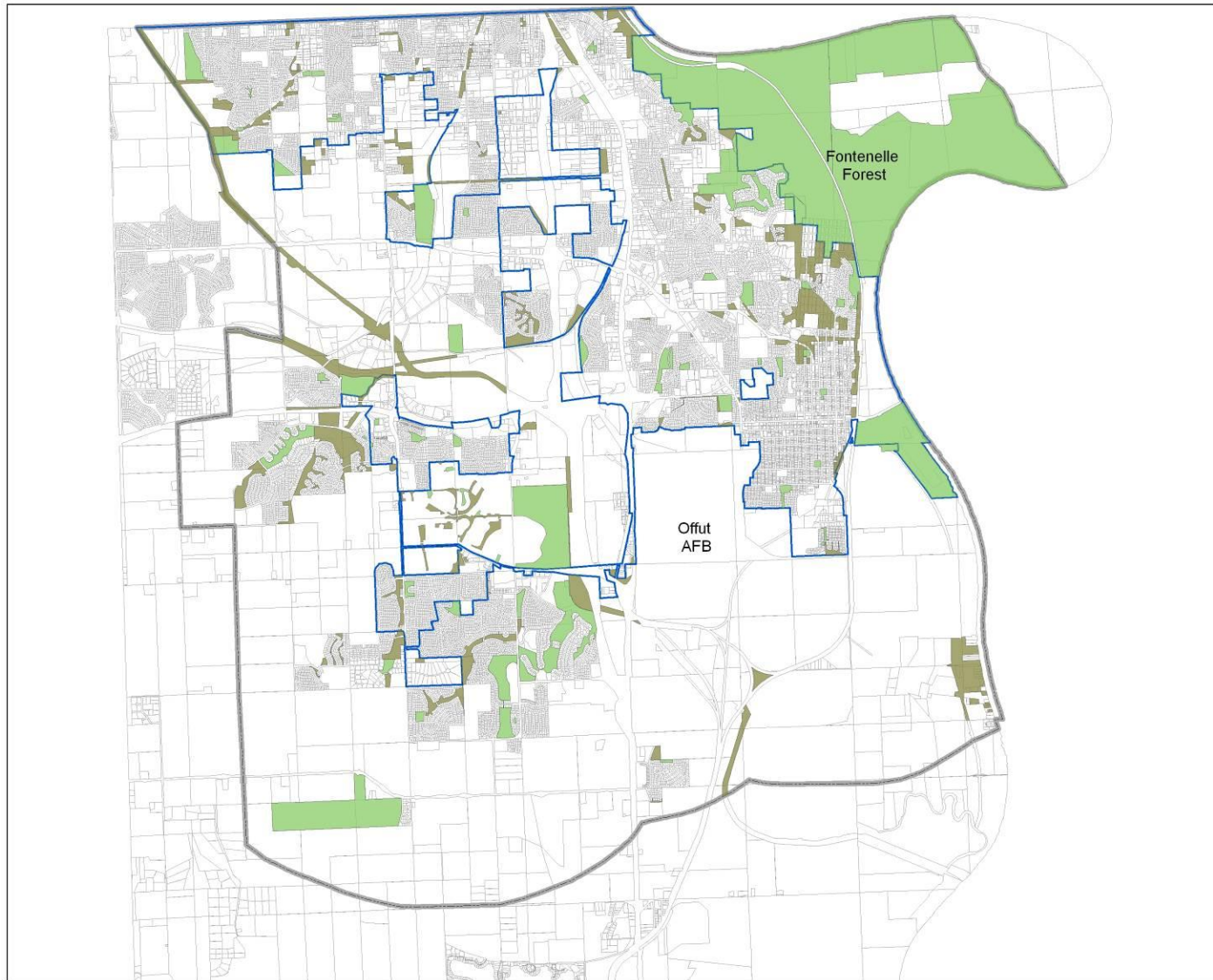
Bellevue Comprehensive Plan

Bellevue, Nebraska

Existing Park Land

Legend

-  Park
-  Open Space
-  Bellevue ETJ
-  Bellevue City Limit



Map B-1: Existing Park Land

Map B-1 displays Bellevue's parks and open spaces. The City of Bellevue contains 34 parks. These parks occupy more than 643 acres of land. Bellevue's park system includes 25 playgrounds that provide safe and enjoyable play areas for children. Bellevue's five pools provide summer heat relief and are a popular destination for families, children, and adults. Bellevue's 16 tennis courts, 23 ball fields, and 8 basketball courts provide a variety of active recreational amenities to Bellevue residents.

Bellevue's comprehensive park system is designed to provide residents of all ages places to play, frolic, relax, and enjoy the natural environment. Parks offer a variety of benefits to the community. Neighborhood public open spaces serve as meeting areas and can help build rapport among community members. Parks, and especially trails, are wonderful venues for physical exercise and activity and can thus contribute to improved public health. Parks and trails also offer economic benefits in the form of increased property valuation. Bellevue's collection of mini-parks, neighborhood parks, community parks, and regional parks contain a broad variety of activities and amenities that are designed to accommodate the recreational needs and desires of all Bellevue residents. The Parks and Recreation section of the Bellevue Comprehensive Plan describes each park, its location, and the amenities and services offered. Further information regarding Bellevue's park system can be found in the Park Master Plan.

HAWORTH PARK – Regional Park

Photo B-2: Jewell Park

Bellevue’s flagship recreational area, Haworth Park, is located on the western bank of the Missouri River. Haworth Park consists of 155 acres and includes a mix of active and passive recreational activities. Haworth Park is Bellevue’s only regional park. In addition to serving Bellevue residents, Haworth Park also attracts visitors from La Vista, Papillion, Omaha, Council Bluffs, Plattsmouth, and other area communities. ~~In addition to a marina, Haworth Park also contains camping facilities, a playground, soccer fields, ball fields, picnicking shelters, a tennis court, and an ice rink. The Bellevue Marina, which contains 196 slips, is located within Haworth Park.~~ Haworth Park is expected to expand significantly to the north onto the Kramer facility. The addition will include a lake, several ball fields, an improved baseball complex, a museum, a fishing spot, and will also include scenic vistas of the Missouri River.



Photo B-1: Haworth Park

JEWELL PARK – Specialty Park

Jewell Park, which consists of 65 acres, is located at Main Street and Combs Road. Jewell Park is a unique specialty park that includes a ~~horse arena with bleachers~~ dog park. Jewell Park is poorly labeled and is easy to miss. Jewell Park currently resembles a vacant lot and does not appear to be well used.



Photo B-2 Jewell Park

SWANSON PARK – Community Park

Swanson Park is located at 3102 Cornhusker Road and contains 53 acres. This community park includes a playground, ball fields, and approximately five miles of off-road mountain bike trails. Swanson Park is Bellevue’s second largest park.



Photo B-3: Swanson Park

ASPEN PARK – Community Park

Aspen Park is located in the northwest section of Bellevue, at 48th and Aspen Street. Aspen Park contains approximately 30 acres. This

park's primary facilities include a playground and Sun Valley swimming pool. Additional facilities include ball fields, a sand volleyball court, basketball courts, and a walking trail.

EVERETT PARK – Community Park

Everett Park is located at the intersection of Betz Road and Wilshire Drive. This park is approximately 22 acres and contains a broad mix of active recreational activities, including a playground, soccer fields, tennis courts, a jogging trail, splash pad, and several ball fields.

HASTING BANNER PARK – Open Space

Hasting Banner Park is a 20-acre open space located at the intersection of 53rd and Virginia Street. Its amenities include a newer playground, a splash pad, soccer fields, baseball fields, and a perimeter walking and biking trail that connects with the Copper Creek Park trail. The parking lot needs water drainage improvements to minimize the possibility of future flooding.

Photo B-4: Aspen Park



Photo B-5: Everett Park



Photo B-6: Hasting Banner Park

COLLEGE HEIGHTS PARK – *Neighborhood Park*

College Heights Park is a park that serves the College Heights neighborhood. This 17-acre park is located on a plateau east of Bluff Street. This park has a playground and includes excellent vistas that overlook the Missouri River basin. Additional park amenities include basketball courts, soccer fields, a picnic shelter, and a walking path that encircles the perimeter of the park. Sidewalks and crosswalks provide pedestrian park visitors with easy access to College Heights Park.



Photo B-7: College Heights Park

McCANN FIELD – *Neighborhood Park*

McCann Field is located at the intersection of Marion Street and Harrington Street and is situated on approximately 14 acres. McCann Field contains a playground, tennis courts, and ball fields. The ball fields are in excellent condition. The parking area can be seen from the major streets that surround the park, but the driveway access is hidden within an adjacent neighborhood.



Photo B-8: Baldwin Field

BALDWIN FIELD – *Neighborhood Park*

Baldwin Field is an active recreational park situated on 12 acres. Baldwin Park is located just south of Ludwig Drive and contains three ball fields, as well as concession stands and restrooms. Baldwin Field is also connected with Bellaire Elementary School.

JERRY GILBERT PARK – *Neighborhood Park*

Jerry Gilbert Park is a 10-acre neighborhood park located at 29th and Jackson Street. The primary recreational features at this park include a swimming pool, a playground, a basketball court, and a bridge. A drainage creek separates the playground area from the pool. Several of the playground apparatuses are covered in vulgar graffiti.



Photo B-9: Jerry Gilbert Park

FAULKLAND HEIGHTS PARK – *Neighborhood Park*

Faulkland Heights Park is located at 8700 South 48th Street. This park is approximately 9 acres and contains a playground, a picnic area and shelter, and a walking trail. Faulkland Heights Park is well shaded and contains numerous mature trees. The park cannot be directly accessed from 48th Street even though it can be seen from the street. Park visitors must weave through the neighborhood before they enter the parking area.



Photo B-10: Faulkland Heights Park

TWIN RIDGE II PARK – *Neighborhood Park*

Twin Ridge II Park is situated on 7 acres and is located west of Bryan Avenue and north of Greensboro Avenue. This smaller neighborhood park contains a playground and open space. Twin Ridge Park is unusually peaceful and tranquil because it is not bordered by roads.



Photo B-11: Twin Ridge II Park

LEAWOOD OAKS II PARK – *Neighborhood Park*

Leawood Oaks II Park is located south of Leawood Drive and east of 36th Street. Leawood Oaks II Park is visible from 36th Street, but a park visitor must weave through the neighborhood to find a place to park. This 5-acre park contains playground equipment, several acres of open space, and a picnic area. Much of Leawood Oaks II Park is covered in shade that is provided by numerous mature trees.



Photo B-12: Leawood Oaks II Park

GILDER PARK – *Neighborhood Park*

Gilder Park is located at 37th Street and Chandler Road. This park is approximately 5 acres and contains playground equipment, a ball field, and several acres of open space. The play equipment in Gilder Park is older and the sand containment area is not well maintained.

GEMINI PARK – *Neighborhood Park*

Gemini Park is situated on approximately 5 acres and is located at 24th and Clay Street. This park contains playground equipment, including two jungle gyms and a swing set. Gemini Park also contains a historic railroad depot and is located adjacent to the Sarpy County Museum. Gemini Park borders Offutt AFB and as a result, one side of the park is lined by a tall chain-link fence rimmed with barbed wire.

GOLDEN HILLS PARK – *Neighborhood Park*

Golden Hills Park is located at the intersection of 35th Street and Golden Boulevard. Parking is only available along adjacent roadways because the park does not have a parking area. This park is approximately 5 acres and contains a playground, a jogging trail, several acres of open space, baseball cages, a basketball court, and a picnic shelter.



Photo B-13: Gilder Park



Photo B-14: Gemini Park



Photo B-15: Golden Hills Park

DOWDING POOL – *Municipal Swimming Pool*

Dowding Pool is located at 1400 Washington Street. This 5-acre activity complex contains both a swimming pool and a playground. The pool is equipped with a slide and a diving board. The pool also includes a shallow wading pool for smaller visitors. The playground equipment is old, and much of it needs updating.

CASCIO POOL – *Municipal Swimming Pool*

Cascio Pool is located at 1500 Lawrence Lane. Lawrence Lane can be found east of Fort Crook Road and north of Harvell Drive. Cascio Pool sits on 4 acres. In addition to the pool, this park contains playground equipment. The pool is recessed from the street, so passing cars are not able to see it without entering the parking lot. This isolation is both an asset and a liability. The isolation provides swimmers and sun bathers with additional privacy. However, the secluded nature of the pool can also make it difficult to find.

GOLDENROD PARK – *Neighborhood Park*

Goldenrod Park covers approximately 5 acres. This neighborhood park contains playground equipment and tennis courts and is located at 8207 South 42nd Street in Bellevue.



Photo B-16: Goldenrod Park

HEBER PARK – *Neighborhood Park*

Heber Park is located at the intersection of Englewood Drive and Garden Drive, just north of Highway 370 and east of Fort Crook Road, nestled within a residential housing development. This 4-acre neighborhood park contains playground equipment, and a picnic shelter.

SOUTHWOODS PARK – *Neighborhood Park*

Southwoods Park is a neighborhood park situated on approximately 4 acres. Southwoods Park is located at the intersection of Nebraska Drive and Columbus Avenue, near Southroads Mall. This park contains playground equipment. Much of this equipment is new. The concrete curbing sand retention technique is very effective and should be used as a model for other Bellevue parks.

SOUTHERN OAKS PARK – *Neighborhood Park*

Southern Oaks Park is situated on 4 acres and is located at the intersection of Duane Avenue and Golden Boulevard. This neighborhood park contains playground equipment and open space. Southern Oaks Park is one of Bellevue’s more recent parks in the predominately residential southwest district. Parking is provided on street. A series of sidewalks are used to join Southern Oaks Park’s activities and amenities. This park contains few trees.



Photo B-17: Heber Park



Photo B-18: Southwoods Park



Photo B-19: Southern Oaks Park

RUSS THOMPSON PARK – *Neighborhood Park*

Russ Thompson Park is located at the intersection of East 27th Street and South Franklin Street, just south of West Mission Avenue and Olde Towne. This 2-acre neighborhood park includes playground equipment and two tennis courts. The adjacent lower traffic volume streets provide visitors with easy access to the play areas and the picnic areas. Older trees provide excellent shade for park visitors.



Photo B-20: Russ Thompson Park

GLENMORRIE PARK – *Neighborhood Park*

Glenmorrie Park is situated on 2 acres and is located at the intersection of South 50th Avenue and Edinburgh Street. Glenmorrie Park does not have street access. Paths, between private residences, lead park visitors from the street to the park area. This neighborhood park contains open space and playground equipment.



Photo B-21: Glenmorrie Park

WASHINGTON PARK – *Neighborhood Park*

Washington Park is located at the intersection of East 20th Street and Franklin Street. This smaller neighborhood park contains a variety of playground equipment. A central gazebo is an ideal location for small group gatherings. Washington Park also includes a variety of historical markers that pay tribute to Bellevue's early history.



Photo B-22: Washington Park

NORTH FIELD PARK – *Neighborhood Park*

North Field occupies almost 2 acres and is located at the intersection of Bluff Street and Rushton Avenue. This small active recreational park contains ball fields. North Field Park's only detriment is limited parking.

FREEMAN PARK – *Mini-Park*

Freeman Park is a small mini-park that occupies 1.37 acres, located at the intersection of Durand Drive and Lemay Drive. Freeman Park is minimally equipped and includes a jungle gym and a merry-go-round. A sidewalk meanders through the park, which provides students with a safe route from Lincoln Road. This park does not have many attractions, so it appears to be used more as a transitional space between the high school and the adjacent neighborhoods.

MASON PARK – *Mini-Park*

Mason Park is located at the intersection of Harvell Drive and Logan Avenue. This mini-park occupies 1.35 acres and contains playground equipment.



Photo B-23: North Field Park



Photo B-24: Freeman Park



Photo B-25: Mason Park

COPPER CREEK PARK—*Mini-Park*

Copper Creek is a small mini-park that occupies less than 1 acre of land in northwest Bellevue at 5021 Copper Creek Road. Copper Creek Park contains a play area, which includes a new jungle gym. Copper Creek Park also contains a perimeter walking trail, which travel through undeveloped areas that connect with Hastings Banner Park. Despite the lack of signage, this park is heavily used. Copper Creek Park is easily accessible to children and is located on a relatively calm street.



Photo B-26: Copper Creek Park

Public Facilities

City Hall 1500-1510 Wall Street

Bellevue City Hall was recently moved from the Olde Towne corridor. City Hall currently occupies two buildings, and is more convenient for citizens to access. The newly renovated buildings have ample space for future growth. The buildings are serviced with modern amenities and technology.

Police Station 1510 Wall Street

The Bellevue Police Department is located at 1510 Wall Street, and is part of the newly created city hall campus at this location. This recently renovated building affords the department ample room for current operations, as well as future growth.

The Bellevue Police Department employees ~~98~~ 100 sworn officers and ~~29~~ 17 civilians.

Fire Station

The Bellevue Fire Department has ~~164 members, to include 40 paramedics~~ 74 full time firefighters and 29 part time firefighters. This number includes 29 paramedics. The department is funded through the city budget. The City owns all the vehicles and equipment. The fire department budget is used exclusively for maintenance purposes.

The Bellevue Fire Department has four district stations, which are strategically placed throughout the community. A fifth station will likely be required at some point in the future to accommodate an increased population. The Bellevue Fire Department also operates a fire-training site. This facility is used to train all the volunteer firefighters and emergency medical technicians. The Bellevue Fire Department has also partnered with Metro Community College and now offers basic CPR courses for college credit.

District 1 Station—211 22nd Avenue

The Bellevue Fire Department headquarters are located in the District 1 station. The original building was constructed in 1967, and an addition was completed in 1994. The building occupies just over 15,500 square feet and is in good condition. There are six bays for 13 emergency vehicles. The engines include an aerial, a tanker, and a pumper.



Photo B-27: District 1 Station

District 2 Station—2010 Fairview Street

The District 2 station was built in the late 1950s of pre-cast concrete block and encompasses 10,096 square feet. The station was remodeled in 1976, but it is beginning to show its age and is in need of cosmetic updates. This station has six bays and operates seven vehicles. The vehicles include a weed truck, a utility vehicle, two rescue vehicles, two pumpers, and one aerial engine. The grounds include an additional metal building, which is located directly east of the main station. This facility includes three bays and functions primarily as a storage facility for older fire-and-rescue units.



Photo B-28: District 2 Station



Photo B-29: District 2 Station

District 3 Station—9400 36th Street

The District 3 station was originally built by the Omaha Public Power District in 1925. The facility is constructed of poured, reinforced concrete. This station operates six vehicles, which include an aerial engine, a weed truck, two pumper engines, and two rescue vehicles.

District 4 Station—13501 South 25th Street

The District 4 station, which primarily serves southwestern Bellevue, was built in 1996. The building's primary construction materials include concrete block and steel. This station was originally built by the Rural Sarpy County Fire Protection, but it is now leased to the Bellevue Fire Department for \$1 per year. The District 4 station encompasses 11,600 square feet and is in excellent condition. This facility includes three bays that accommodate six vehicles, including two rescue units, two pumper engines, a weed truck, and an aerial engine. Future population growth in southwest Bellevue might necessitate the addition of two extra storage bays onto the District 4 station.



Photo B-30: District 3 Station



Photo B-31: District 4 Station

Fire Training Facility—3100 Cornhusker Road

The Fire Training Facility, which was constructed between 1999 and 2001, is the site for all Bellevue firefighter training. The facility includes both a burn tower and a large metal building that houses three classrooms. The largest classroom can seat up to 250 people. The burn tower and metal building reside on 20 acres. The condition of both facilities is excellent. Both facilities are state of the art and attract and train firefighters from other area municipalities. The Bellevue Fire Training Facility recently formed a coalition with Metro Community College and now offers basic CPR and other courses for college credit.



Photo B-32: Fire Training Facility

Reed Community Center—1200 Lord Boulevard

The Reed Community Center was built in 1956 and is ADA compliant. The community center is a wood-frame building that is approximately 9,600 square feet. It houses the recreation office and offers tap and ballet classes. A meeting space can be rented for receptions and gatherings. Everything in the building, including the flooring, lighting, décor, and wall treatments are original. The building is dated and needs renovations and upgrades.



Photo B-33: Fire Training Facility



Photo B-34: Reed Community Center

Municipal Swimming Pools

Most of Bellevue's public municipal pools have a traditional L-shaped design. Bellevue's most recent pool was constructed in 1984. All pools include low diving boards and small slides. Although the condition of most of the pools is good, they lack many activities and amenities typically found in newer water parks.

Sun Valley Pool—52nd and Aspen Street

This pool was constructed in 1980 and has an "L"-shaped design. The pool is located in a 30-acre park. The bathrooms and locker rooms have recently been remodeled.

Jerry Gilbert Pool—29th and Jackson Street

The Jerry Gilbert Pool underwent a \$2.1 million renovation in 2018. The facility consists of a zero-depth pool, water slides, and many water features.



Photo B-35: Sun Valley Pool

Dowding Pool—14th and Washington Street

Dowding Pool was constructed in 1956. It is Bellevue's oldest municipal swimming facility. The pool facility is concrete block and is ADA compliant. The pool is 25 meters and is located within a 2-acre park.

Cascio Pool—1500 Lawrence Lane

Cascio Pool underwent a \$2.5 million renovation in 2018. Cascio Pool is now a zero-depth pool with water slides and multiple water features.

Bellevue Public Library—1003 Lincoln Road (at Harvell)

The Bellevue Public Library was built in 1975. The primary construction materials are block and steel. The library has a rock exterior façade, which is similar to City Hall. The building is beginning to show its age and needs basic repairs. The roof reportedly leaks and is expected to be replaced. The rock facade includes prominent rust stains, which are unappealing and unattractive. Additional sound dampening in the atrium area would greatly reduce echoing effects throughout the entire facility.

Bellevue's only library is located in eastern Bellevue, away from much of the recent residential growth. As a result, the location is convenient for many, but not all. In the summer months, many of the library visitors arrive by car. Children are more likely to walk or bike to the library during the school year.

The Bellevue Public Library offers a broad array of services, including books, audiovisual materials and equipment, children's and adult programming, a strong reference collection, and meeting areas for nonprofit groups. The library receives between 320,000 and 350,000 visitors per year, with the summer months being the busiest. The Bellevue Public Library offers outreach services that include home delivery for citizens who are unable to travel to the library.

In addition to general library services, the library includes six computer terminals with public access to the Internet. These computers do not contain any content-filtering software. The demand for Internet access far exceeds the supply of terminals. The library expects to place additional computer terminals



Photo B-36: Dowding Pool



Photo B-37: Bellevue Public Library

in the quiet study room. The additional terminals will be nice, but the discontinuation of the quiet study room is unfortunate. Additional future library upgrades include an updated catalog that could be accessed from home via the Internet.

~~The library needs to increase its size so it can expand its services to meet the needs of a growing community. A recent library study revealed that a building addition to the library is not feasible. The same study recommended a site for a second library, near 36th Street and Anderson Grove Elementary. A second library would house an administrative office, which would free up space at the original library to create additional meeting areas. The original library could also incorporate more friendly shelving for senior citizens. Currently, some senior citizens find it difficult to reach books on the upper and lower shelves. However, it is unlikely that plans for a second library will be completed within the next 10 years.~~ A \$9 million library renovation is planned and listed in the 2020-2025 Capital Improvement Plan. The renovation is planned in two phases over two years.

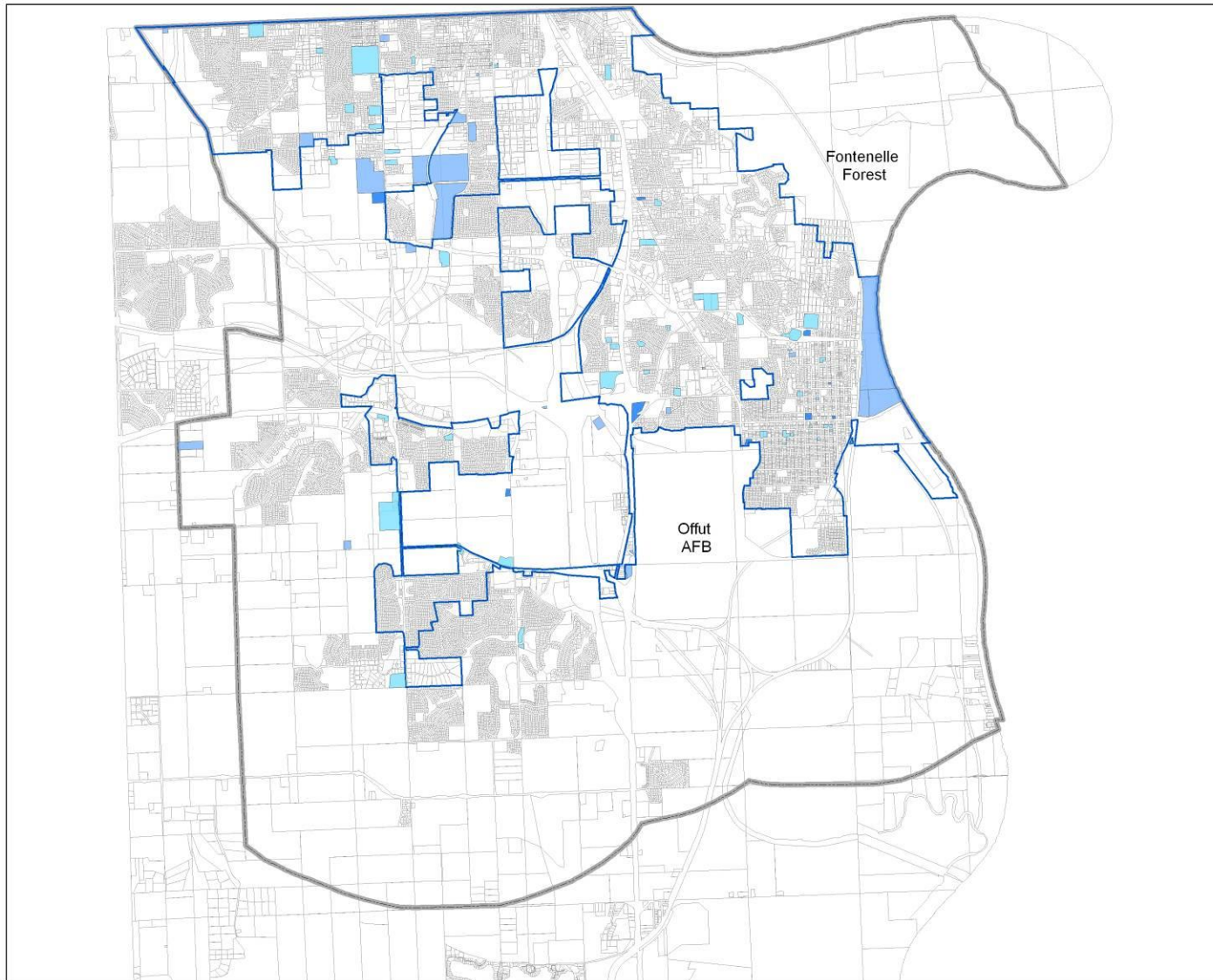
Bellevue Comprehensive Plan

Bellevue, Nebraska

Existing Public Facilities

Legend

- Public
- Quasi-Public
- Utilities
- Bellevue ETJ
- Bellevue City Limit



Map B-2: Existing Public Facilities

Public-Works Facilities

Street Department—206 Industrial Drive

The office for the Street Department is inside the Parks Department building. The office is approximately 28 feet by 16 feet. The building does have a ramp for wheelchair access, but the restrooms do not meet ADA standards. The street department currently employs 29 full-time employees and adds 2 part-time workers during the summer months. In the winter months, the Street Department employs Parks Department workers to assist with snow removal duties. The Street Department has three garage and storage facilities:

Southwest Shop—12805 South 9th Street

This facility was built in 1999 and is in great condition. It is ADA compliant and does not need modifications or updates. This 75-foot by 120-foot building is used as a garage. A salt dome is also on site.

South Street Shop and Yard—29th Avenue and Hancock Street

The oldest of the shop facilities, this building was constructed in 1959 and upgraded in 1974 and 1982. The building is worn, but it is ADA compliant. This 50-foot by 225-foot metal building is used for equipment storage and fabrication.

North Street Shop and Yard—8252 Cedar Island Road

This 75-foot by 150-foot metal building was constructed in the 1960s. The condition of the facility is good and does not need any updates or modifications. This facility is ADA compliant.



Photo B-38: Street Department



Photo B-39: Southwest Shop



Photo B-40: South Street Shop and Yard



Photo B-41: North Street Shop and Yard

Fleet Maintenance—2102 Betz Road

The fleet maintenance building was built in 2000 and is constructed of metal and block. The facility is 18,220 square feet and is in great condition.



Photo B-42: Fleet Maintenance

Sanitary Sewer System

There are 254 390 miles of sewer lines within the City of Bellevue. Some areas within the City cannot have sewer services without constructing new lines, interceptors, and lift stations. Bellevue's sanitary sewer system includes four sewer interceptor areas.

25th Street—Child's Road to south of Cornhusker (ties into Mud Creek Interceptor)

This interceptor has 10-inch to 15-inch lines and has a current flow of 0.24 million gallons per day, with a current capacity of 2.3 million gallons per day. This interceptor can accommodate significant future growth.

Mud Creek— Avery Road to Omaha Interceptor (off 25th Street south of Willow Springs)

This interceptor has 21-inch to 36-inch lines and has a current flow of 0.65 million gallons per day, with a current capacity of 5 or 6 million gallons per day. This interceptor can accommodate significant future growth.

Chandler – Pleasant Drive to Cornhusker Road

This interceptor has 21-inch lines and a current flow of 0.168 million gallons per day, with a current capacity of 2 to 3 million gallons per day. This interceptor can accommodate significant future growth.

LaPlatte – East of Highway 75 south and north of Fairview Road

This interceptor has 10-inch to 36-inch lines and a current flow of 0.184 million gallons per day, with a current capacity of 5 million gallons per day. This interceptor can accommodate significant future growth.

Waterwater Treatment Plant—1002 East Mission Avenue

This facility was constructed in 1978 and is in good condition. The current usage of this plant is 1 million gallons per day, which is well under its capacity of 2.5 million gallons per day. This facility will be taken out of service in 2010; all sewage will then be treated at the City of Omaha's wastewater treatment plant on the Papio Creek. Bellevue contains 17 sewer lift stations located throughout the city.

South Lift Station—Industrial Road

This lift is in good condition and has a capacity of 1,300 gallons per minute.

Fort Crook—12228 Fort Crook Road South

This lift is in good condition and has a capacity of 300 gallons per minute.

Fleet Maintenance—2012 Betz Road

This lift is in good condition and has a capacity of 60 gallons per minute.

25th and Highway 370—11611 South 25th Street

This lift is in good condition and has a capacity of 700 gallons per minute.

Fontenelle Hills—416 ½ Greenbriar Court

This lift is in good condition and has a capacity of 650 gallons per minute.

25th and Harrison Street—2501 Harrison Street

This lift is in good condition and has a capacity of 700 gallons per minute.

Haworth South—2405 River Road

This lift is in good condition and has a capacity of 300 gallons per minute.

Haworth North—Haworth Park

This lift is in good condition and has a capacity of 200 gallons per minute.

16th and Bluff—1601 Bluff Street

This lift is in good condition and has a capacity of 1,400 gallons per minute.

48th Street—8515 South 48th Street

This lift is in good condition and has a capacity of 800 gallons per minute.

Whispering Timbers—1505 East Childs Road

This lift is in good condition and has a capacity of 600 gallons per minute.

Leawood Oaks—12425 South 36th Street

This lift is in good condition and has a capacity of 200 gallons per minute.

SID 20—8214 South 30th Avenue

This lift is in good condition and has a capacity of 500 gallons per minute.

51st and Bernadette—5120 ½ Bernadette Avenue

This lift is in good condition and has a capacity of 200 gallons per minute.

18th and Chandle—7601 South 18th Street

This lift is in excellent (new) condition and has a capacity of 430 gallons per minute.

District #3— District 3 Fire Station

This lift is in good condition and has a capacity of 160 gallons per minute.

Utilities

Power Supply

Bellevue does not have a power plant. The City is served by the Omaha Public Power District.

Water Supply

Bellevue has good quality water, but they do not have their own water system, water tower, or water treatment facility. The City is served by the Metropolitan Utilities District.

Appendix C: Community Character

A community character assessment was completed to formulate a better understanding of the existing conditions of the City of Bellevue. Districts throughout the city were identified according to similar settings, qualities, and locations during a preliminary review.

The boundaries of some district were precise, defined by a street or a roadway, such as the John F. Kennedy Expressway. Other places, the boundaries were more fluid and less structured.

After the district boundaries were identified, a formal assessment was completed for each district. Each assessment identified and evaluated various characteristics.

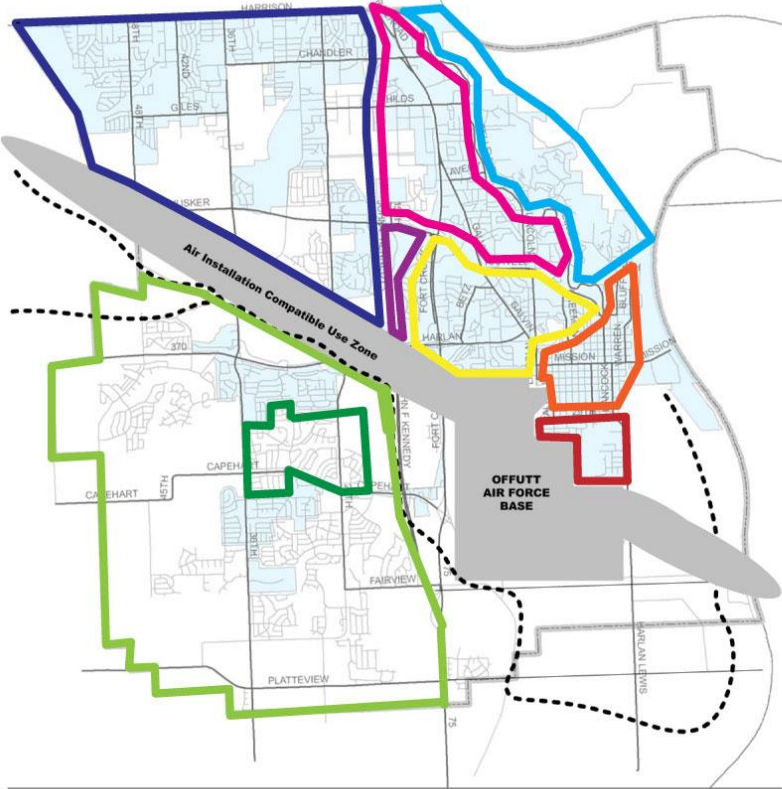
The streets and roadways were the first characteristic evaluated. Qualities included street pattern, width, condition, and speed limit. Building setbacks, sidewalks, and streetscapes were also evaluated within this category.

The second district characteristic that was assessed was housing. The age, condition, density, and diversity of income level and housing style were evaluated.

The third assessed characteristic was the use and function of the district. Retail and commercial areas were evaluated with special consideration applied to pedestrian accessibility and safety.

The final component of the assessment included an evaluation of landmarks, paths, activity centers, barriers, and the special features contained within each district.

Bellevue Community Character



Districts

- Northwest
- Bellevue Boulevard West
- Fontenelle
- Olde Towne
- Southeast
- Central
- Industrial
- Offutt Housing
- Southwest

Olde Towne District

Boundaries

The Olde Towne District is bounded by Lincoln Road on the west, 29th Street on the south, and Warren Street on the east. The northern boundary includes 19th Avenue, on the western edge, and 13th Avenue, on the eastern edge.

Strengths

The strengths of this district include a street network that is predictable and easy to navigate; the area is already established with little new development, good transitions between the commercial and residential areas, and an effective sidewalk system that makes the Olde Towne central business district pedestrian friendly.

Weaknesses

The weaknesses of the Olde Towne District include location and access challenges, the housing stock lacks diversity, and inconsistent sidewalks.

Opportunities

The opportunities in this district include the commercial strip on Mission Avenue with wide sidewalks, the close proximity to Haworth Park, the adaptive re-use of classic buildings, and many historical assets and landmarks.

Threats

The largest threat to the Olde Towne District is the Bellevue development pressures, which is occurring to the south and east of this district. Consequently, many businesses and retail have left Olde Towne for the new developments. Olde Towne could face further economic decline if this development continues.

Streets and Roadways

The streets and roadways of Olde Town are laid out in a tight grid pattern, which makes traveling in and around Olde Towne predictable and easy. Mission Avenue, Olde Towne's most prominent east-west corridor, is the widest street in the area. Many of the other residential streets are much narrower. Most of these narrower streets support on-street parking. The speed limits are typical for residential areas, and the conditions of the roadways are fair. Improvements are not necessary because the streets function adequately.

The buildings in the Olde Towne commercial area have minimal setbacks and include 20-foot-wide sidewalks. The residential areas have setbacks that are closer than those found in newer developments. In the heart of the Mission Avenue commercial district, the wide sidewalks can easily support outdoor seating and cafés, patios, and merchandise. The sidewalks in the residential area are not as consistent. Many of the north and south streets have a more predictable and continuous sidewalk rhythm than the east and west streets.

The entire Olde Towne district contains large, mature trees that canopy over the streets and sidewalks. Olde Towne's central business district does contain minor streetscape improvements, including streetscape lighting, planters, and benches. Photo C-2 shows planters, a bench, and decorative lighting on Franklin Street. These additions create a "theme" that adds ambiance and helps to soften the streetscape.

Housing Stock

Most of the homes within Olde Towne were built in the 1940s and 1950s. Photo C-3 shows an average Olde Towne single-family home. Most of the homes are smaller than other homes in Bellevue, with many less than 1,000 square feet. The Olde Towne housing stock consists primarily of older style ranch homes that contain minimal ornamentation. House size and shape is generally consistent. The condition of the homes is better than might be expected given their age. Many of the home owners take



Photo C-1: Sidewalk Width



Photo C-2: Franklin Streetscape

great pride in the appearance of their homes and have well-maintained and landscaped yards. The average size of the residential lots is narrower than newer subdivisions. As a result, the residential neighborhoods contain up to six homes per block. Most of the homes in Olde Towne do not have attached garages. Single-car, recessed garages and carports are more typical. Alley access is common and is used for both garage and service access.

Uses and Functions

Olde Towne supports multiple uses and functions. Mission Avenue functions as the primary commercial corridor, whereas the rest of Olde Towne serves as a residential district. Many of the businesses in Olde Towne are small and locally owned. The buildings that house these smaller businesses, especially along Mission Avenue, incorporate design themes that were popular in the 1950s and 1960s. The heart of the Mission Avenue commercial district runs from Washington Street on the west to Hancock Street on the east. This area contains a strong mix of uses and has a “village” feel. The area is pedestrian friendly and easily accessible by area residents.

The area west of Washington Street, along Mission Avenue, offers a stark contrast. Photo C-4 was taken from Mission Avenue, looking east. This section of the Olde Towne district contains a broad sampling of uses and functions. This commercial and residential area is more random and lacks the character found in the heart of Olde Towne’s central business district. This area is characterized by an odd mixture of home-based businesses, standard retail and commercial storefronts, and single-family dwellings. Business and residences seem to depreciate closer to Lincoln Street. Also, many of these residences and businesses have sacrificed regular maintenance of their yards and their buildings. Vacancy rates are higher in this area and large empty lots contribute to a feeling of abandonment.



Photo C-3: Olde Towne Housing Stock



Photo C-4: West Mission Avenue

Landmarks and Activity Centers

A number of prominent and historic landmarks are located in Olde Towne. The Fontenelle Bank, First Presbyterian Church, and the 1835 log cabin are within blocks of Mission Avenue. The Sarpy County Museum and the historic depot are in the southwestern section of Olde Towne. City Hall, the post office, the fire department, and the police department are all located on Mission Avenue.

Haworth Park is located several blocks east of the central business district on Mission Avenue, along the Missouri River. Although Haworth Park is in close proximity to Olde Towne, park accessibility is difficult for pedestrians. Haworth Park and Olde Towne are separated by three blocks of residential housing. Photo C-5 illustrates a sidewalk on the south side of Mission Avenue that ends abruptly, preventing pedestrians from walking from the Olde Towne central business district to Haworth Park.



Photo C-5: Sidewalk Abruptly Ends

Southeast District

Boundaries

The Southeast District is bounded by Wayne Street and Madison Street on the west, 29th Avenue on the north, Harlan Lewis Road on the east, and Offutt AFB on the south.

Strengths

The strengths of the Southeast District include private streets, which are well maintained and in excellent condition, and several recreation attractions (i.e., a central lake, a neighborhood park), which are within walking distance.

Weaknesses

The weaknesses of the Southeast District include a uniform housing stock that consists primarily of pre-fabricated homes that only vary slightly from each other, ineffective housing orientation, and limited retail or commercial land uses within the area.

Opportunities

The opportunities of the Southeast District include housing options that are typically more affordable than conventional construction that will appeal to a broader section of Bellevue residents and close proximity to Offutt AFB and Harlan Lewis Road.

Threats

The primary threat to the Southeast District is expansion by the adjacent industrial area. Residential developments may become more isolated if the industrial businesses in this district continue to expand.

Streets and Roadways

The streets within the Southeast District, which is immediately south of Olde Towne, are laid out in a semi-grid format. Most of the speed limits are slow, because most of this district is occupied by residential housing. Harlan Lewis Road, which serves as the eastern boundary to the Southeast District, allows higher traffic speeds. Within the housing developments, speeds are limited to approximately 10 miles per hour. Narrower roads and speed bumps help regulate the speed and ensure that drivers within this district maintain slower speeds. The roadways in Paradise Lakes, the newer subdivision to the south, are in great condition. The roadways are privately maintained in this private development. A prominent tree-lined boulevard, Paradise Terrance, runs east and west. Many of the landscaped trees within this district are smaller and less mature. Most of the homes are set very close to the street and sidewalks are nonexistent.

Housing Stock

The houses within the Southeast District offer little variety. Only two housing types or styles—mobile homes and prefabricated modular units—are essentially available. The housing stock within Green Acres is exclusively mobile homes. The housing stock within Paradise Lakes has been developed within the past 5 years. These prefabricated homes are in good condition. Some of these homes have permanent foundations, but many do not. Attached garages are rare. Most vehicles are stored on paved driveways. A large number of these homes face each other instead of the street, which is not the way these homes were intended to be oriented. As a result of the way they are oriented, many of the largest windows in each house look into another house, as opposed to the street or backyard.



PhotoC-6: Paradise Lakes Boulevard



Photo C-7: Green Acres Mobile Home



Photo C-8: Housing Orientation

Uses and Functions

The Southeast District is primarily residential, with essentially no public destinations within this district. An industrial land-use area is located in the northeast section. The Bellevue Street and Parks departments occupy a large portion of this industrial land. Paradise Lakes contains a small pocket park and a private lake. Industry completely separates Paradise Lakes from the rest of the City by industry, and consequently, the area seems very isolated.



Photo C-9: Paradise Lake



Photo C-10: Paradise Lake Neighborhood Park

Fontenelle District

Boundaries

The Fontenelle District is bounded by Bellevue Boulevard on the west, Harrison Street on the north, 13th Avenue on the south, and Fontenelle Forest and Gifford Farms on the east.

Strengths

The strengths of the Fontenelle District include large amounts of preserved natural landscaping, abundant wildlife, and large treed areas. These factors create natural privacy among residents and strongly contribute to the area's character.

Weaknesses

The weaknesses of the Fontenelle District include an expensive housing stock, fewer affordable homes, and several nonpaved and unimproved roadways.

Opportunities

The opportunities of the Fontenelle District include many popular activity centers (i.e., Fontenelle Forest, Gifford Farms, and Camp Brewster) provide recreational opportunities and destinations for local residents.

Threats

Steep grade changes in some of the subdivisions can potentially cause problems in inclement weather.

Streets and Roadways

Many of the winding streets in the Fontenelle District follow the contour and shape of the land. The speed limits are slow because this area is exclusively residential. Bellevue Boulevard is the main thoroughfare in the Fontenelle District and is perhaps one of Nebraska's most appealing residential corridors. The diversity of housing styles, the variable setbacks, the historic buildings, and the mature trees combine to create a truly distinctive and charming streetscape. In the older areas, especially along the northern end of Bellevue Boulevard, the streets are narrow with barely enough room for parking on one side.

The housing setbacks from the street vary greatly between lots and subdivisions, with some homes set very close to the street and some homes set very far back. The newer subdivisions tend to have sidewalks, but the sidewalks are sparse in the older areas. Many of the subdivisions are tucked into forest-covered hills, so the streets are all canopied by large, mature trees. However, the contour of the land creates problems. Several steep hills can potentially cause problems in inclement weather. One area in particular, near Comb Road, has a rear gravel-access road that is unusually narrow. Ditches also replace city sewers in several areas of this district.

Housing Stock

The housing in this area ranges from old (classic estates and traditional farmhouses) to new (brick mansions). Most of the homes within this district have been built since the 1970s. Income is not very diverse in this area; most homes are worth more than the Bellevue median home price of \$97,800. The overwhelming majority of Fontenelle homes is in great condition and is well maintained. In some subdivisions, especially Hidden Hills, the amount of grass within each yard is minimal. The steep slope of the land makes caring for a lawn nearly impossible, so many of the front yards make use of natural



Photo C-11: Bellevue Boulevard



Photo C-12: Deep Setback on Bellevue Boulevard



Photo C-13: Porch Is Concealed by Dense Tree Canopy

forest ground cover. The natural scenery has been well preserved. Deer and other wildlife freely enter yards and move throughout the area as they please.

Most homes have been designed to fit onto the land so that the hills, trees, and to accentuate the wonderful views and vistas of the area. The rolling hills of the Missouri River valley are scenic and picturesque and are a distinctive characteristic of this district. Most of these homes wrap around the hillside, so residents enjoy a strong sense of privacy. Many homes have adjacent backyards, but the thick tree cover essentially blocks the neighboring homes and yards from view. The Fontenelle District subdivisions are primarily set back from Bellevue Boulevard. As a result, these housing areas seem isolated from the city. Despite this appearance of isolation, many Fontenelle District homes feature security systems. Although each Fontenelle District subdivision is distinctive, they all work together to form a nice, upscale residential area.



Photo C-14: Moderate College Heights House



Photo C-15: Upscale Hidden Hills House



Photo C-16: Respecting Area Contours

Landmarks and Activity Centers

Many landmarks in this area also serve as activity centers. These landmarks include the Fontenelle Forest Nature Center, Camp Brewster, Gifford Farms, the Fontenelle Hills Golf Course, and Camp Wakonda. Jewell Park appears to have once been a popular gathering area but has since lost its popularity. The landmarks and activity centers are accessed primarily via automobile because sidewalks in the area are limited. College Heights Park is the exception. This park area is easily accessible by pedestrians and residents who live within the neighborhood because of its extensive sidewalk system. In addition to the general lack of sidewalks, the steep hills and grade changes make walking through the different areas difficult.



Photo C-17: The Fontenelle Forest Visitors Center

Features

The natural landscape and open spaces within the Fontenelle District are distinct and help to establish its character. These natural features should be protected and preserved. Most of the development within this district conforms to the contour of the natural land. The natural wooded areas have been preserved and wildlife is still plentiful.

The isolation and privacy that exists within the Fontenelle District is largely a result of the forested areas and large, mature trees. This forested landscape enhances the appeal, popularity, and value of the Fontenelle District.



Photo C-18: Fontenelle Vistas

Bellevue Boulevard West District

Boundaries

The Bellevue Boulevard West District is bounded by the Kennedy Freeway on the west, Harvell Drive on the south, Bellevue Boulevard on the east, and Harrison Street on the north.

Strengths

The strengths of the Bellevue Boulevard West District include large amounts of affordable housing and convenient access to Fort Crook and the John F. Kennedy Expressway.

Weaknesses

The weaknesses of the Bellevue Boulevard West District include inconsistent sidewalks and commercial areas that are separated from the residential areas.

Opportunities

The opportunities of the Bellevue Boulevard West District include a prime redevelopment area along Fort Crook Road. This commercial corridor has long since seen its prime but provides a great opportunity for future redevelopment. Also, many open lots are contained within the existing neighborhoods and are available for future development.

Threats

Fort Crook has the potential of disintegrating completely.

Streets and Roadways

The streets in the Bellevue Boulevard West District display a semi-grid pattern and have consistent residential speed limits, with Galvin Road and Fort Crook Road being exceptions. Both of these roadways function as collectors and, as such, have higher speed limits. The residential streets include two traffic lanes and support parking on one side. The streets are in fair to good condition. Sidewalks exist but are not consistent, especially in the retail areas. The neighborhoods contain large, mature trees in the front yards that function as street trees (although this is not their intended function).

In the commercial areas, especially along both the Galvin Road and the Fort Crook Road corridors, the building setbacks are large and most parking is in front of the buildings. Fort Crook contains an especially wide right-of-way and is thus not pedestrian friendly. The Fort Crook Road corridor seems to be devoid of any planning efforts.

Housing Stock

Most houses in the Bellevue Boulevard West District were built in the 1960s and 1970s. Some houses within this district were built earlier but still integrate nicely into the existing neighborhoods. The condition of the homes is fair. Generally, the homes that are located south of Gregg Street are in much better condition. The pricing of these homes is moderate. This district does not contain an overarching theme. Building materials vary greater from home to home. Attached garages and traditional ranch homes are common.



Photo C-19: Galvin Road Corridor



Photo C-20: Older Bellevue Boulevard West House



Photo C-21: Southroads Turns its Back to Area Neighborhoods

Uses and Functions

Residential is the most common type of land use in the Bellevue Boulevard West District. However, this district also contains a variety of retail, commercial, industrial, and public land uses. Housing is interspersed within and on the fringe of commercial areas. A large commercial and retail section can be found along the Fort Crook Road and Galvin Road corridors. However, this retail area is seeing less business as the quality of these structures begins to decline.

There are few sidewalks and the destinations in this district are not pedestrian friendly. Some of the businesses, including Southroads Mall, have turned their backs on the adjacent residential areas. Many of the commercial areas have separated themselves by means of retaining walls, tall trees, and parking lots, which creates barriers between neighborhoods, commercial districts, and retail centers.

Safety within the Bellevue Boulevard West District appears to be inconsistent. The residential areas appear safe, but the declining commercial areas along Fort Crook seem less so. This district suffers from numerous empty storefronts and lots. Additionally, some areas remain undeveloped. These areas appear transitional and do not positively contribute to the district's character.



Photo C-22: No Sidewalks near Southroads



Photo C-23: Large Parking Lots on Fort Crook



Photo C-24: Bellevue Boulevard West Vacant Lot

Landmarks and Activity Centers

The main landmark in this district is the old Southroads Mall. Paths in this area are limited. Activity centers include the Fort Crook, Galvin, and Cornhusker and Harvell corridors.

Features

Bellevue Boulevard is a dramatic and varied roadway that should be preserved. The variety of housing, the natural landscaping, and the large tree canopies enhance this historically significant thoroughfare.



Photo C-25: Southroads Mall

Central District

Boundaries

The Central District is bounded by Harvell Drive on the north, Fort Crook Road on the west, Offutt AFB on the south, Lincoln Road on the southeast, and Freeman Road on the east.

Strengths

The strengths of the Central District include well-maintained housing, good public parks, close proximity to Offutt AFB, and easy access to Fort Crook Road, Highway 370, and the John F. Kennedy Expressway.

Weaknesses

The weaknesses of the Central District include limited east-west corridor streets and limited walking or biking trails that extend into the neighborhoods from the streets.

Opportunities

The opportunities of the Central District include numerous commercial corridors along Galvin Road that are ripe for revitalization, good integration between neighborhood-level retail and housing developments, and numerous landmarks (i.e., Bellevue East High School, the library, Bellevue University, Offutt AFB).

Threats

The threats to this district result from commercial and retail businesses following the residential growth in the fringes of the district to the south and west. This trend could continue.

Streets and Roadways

The street pattern in this district is unpredictable because roadways lack a grid-like pattern. This district includes well-traveled north-south collectors but lacks prominent east-west corridors. Harlan Street and the Highway 370 corridor is the best example of an east-west corridor, but these roadways do not completely traverse this district. The condition of the Central District roadways is fair to good, and the speed limits are consistent in the residential areas and slightly higher on the major roadways. The setbacks are consistent, and the sidewalks are extensive. Large, mature front-yard trees within the residential areas create the illusion of purposeful street trees.

Housing Stock

Most of the housing stock in the Central District was built between 1950 and 1970. Despite the age of these homes, most of the homes are in good condition. Homes and yards are well maintained. The price range for these homes appears to be near the median value for the community. Some homes are built on top of ridges that offer dramatic views of the city. Ranch-style housing with a one-car attached garage is the prevailing style. Several neighborhoods south of Harlan Street conform more to the Olde Towne housing stock style. These homes are smaller and were constructed in the 1940s. Most homes in these neighborhoods are in poor condition.



Photo C-26: Central District House



Photo C-27: Central District House



Photo C-28: Central District House

Uses and Functions

A small fraction of the Central District, especially along the Galvin Road corridor, is used for retail. Smaller neighborhood retail and national chain stores and restaurants exist in the Central District. The Central District also contains higher proportions of medium-density residential. This district also contains significant amounts of educational land use (i.e., Bellevue University, Bellevue East High School).

Landmarks and Activity Centers

Landmarks in the Central District include Bellevue East High School, the Bellevue Public Library, Bellevue University, and Offutt AFB. The main collector streets serve as paths between destinations, but the area unfortunately lacks biking and walking trails that extend beyond the boundaries of the city parks. Activity centers include the retail area on Galvin Street, Everett and Twin Ridge Parks, the Baldwin ball fields, Dowding Pool, and the Reed Community Center.



Photo C-29: Central District House



Photo C-30: Offutt Air Force Base



Photo C-31: Bellevue Public Library

Industrial District

Boundaries

The Industrial District is bounded by the John F. Kennedy Expressway on the west, Cornhusker Road on the north, Fort Crook on the east, and Highway 370 on the south.

Strengths

The strength of the Industrial District is its accessibility. The district is centrally located within the City and is easily accessed by travelers along the John F. Kennedy Expressway, Highway 370, Fort Crook, and Cornhusker Street.

Weaknesses

The weaknesses of the Industrial District are that the area is not aesthetically pleasing and that the intersection of 15th Street and Cornhusker Street is very busy, especially during the school year.

Opportunities

A large portion of this area is currently undeveloped, leaving the opportunity for future retail, industrial, or civic land-use development.

Summary

This area contains mostly access roads. Some of the industrial developments in this district, including the cement factory northwest of Arboretum Drive, use the existing landscape effectively to screen industrial machinery and buildings. This district includes a small amount of retail development along the Cornhusker Road corridor. National chain restaurants and stores, including Wal-Mart, IHOP, Applebee's, Michael's, Buffalo Wild Wings, and Gordman's are located within the Industrial District. This district does not contain any residential development. The industrial tenants include a New Holland distribution center, the old Wilson concrete plant, and a new Ready D Mix concrete production facility. This district appears to be relatively safe, although traffic is often heavy. A significant portion of this district is undeveloped.



Photo C-32: Concrete Industrial Facility



Photo C-33: Bellevue Industrial District

Northwest District

Boundaries

The Northwest District is bounded by Harrison Street on the north, the John F. Kennedy Expressway on the east, and the Papio Creek floodplain on the south and west.

Strengths

The strengths of the Northwest District include easy navigation because of Omaha street number consistency, multiple schools, and large swaths of open spaces that help to maintain a rural character.

Weaknesses

The weaknesses of the Northwest District include depreciating land values, breaks in the city limits make the area seem disjointed, a “feel” that tends to be more like Omaha than Bellevue, limited retail opportunities, and inconsistent sidewalk connections between residential and commercial areas.

Opportunities

The opportunities of the Northwest District include additional retail and commercial developments along the Cornhusker Street corridor, great park integration, and many open areas for possible future development.

Streets and Roadways

The streets in this area have a semi-grid pattern, and the main collector streets follow the Omaha street patterns. Most of this district is residential, so the speed limits are slow. The northern streets in the older developments are narrower but still support on-street parking. Many of the streets are wider in the newer developments. The main collector streets, such as 36th Street, 48th Street, Chandler Street, and Giles Road, are in very good condition. Some of the older connector streets within the Northwest District neighborhoods are not in as good a condition. Some roadways are outside the city limits and are not maintained by the Bellevue Street Department. Surprisingly, this district also includes several gravel roads. The northern area has large, mature trees, but the trees in the area south of Chandler are quite young and have not yet developed significant canopies.

Housing Stock

The housing stock in the northern section of this district is older than the southern section. The northern section is very much an extension of the southern edge of Omaha, whereas the southern area contains more recent developments. Most housing in this district is priced close to Bellevue's median single-family home. Housing options are available for lower-income residents and upper-income residents. Many of the homes within the Northwest District are split level and built in the late 1980s. New developments near William Jennings Bryan High School and Daniel J. Gross Catholic High School have a more modern design.



Photo C-34: No Sidewalks near William Jennings Bryan High School



Photo C-35: Northwest District House



Photo C-36: Northwest District House

Uses and Functions

Large swaths of this district remain undeveloped. Much of this vacant undeveloped land is currently used for agricultural purposes or pasture land. As a result, parts of the Northwest District retain a semi-rural character. This patchwork of urban and rural land-use components conveys a disjointed theme and appearance. The vacant lots do not appear to have a logical reasoning behind their placement. Surprisingly, several vacant areas can be found near 48th Street, which is a prominent corridor in this district. These vast, vacant parcels detract from the possibility of a common theme or a sense of place.

In addition, a number of old established farms have been surrounded by newer developments. Consequently, some places have livestock within newly developed housing areas

Retail in the northern part of this district is located in old, nondescript buildings. In the southern part, the retail is concentrated in the Cornhusker corridor. The transitions into these retail areas are generally not very good. High-density residential areas can be found near this district's retail areas. Unfortunately, these areas are not pedestrian accessible, because sidewalk connections are not present between the two land uses.



Photo C-37: Open Field



Photo C-38: Agricultural Land



Photo C-39: Horse in the Northwest District

Landmarks and Activity Centers

The landmarks in this area include Daniel J. Gross Catholic High School and William Jennings Bryan High School. Activity centers include the schools, as well as area parks—Aspen Park, Swanson Park, Gilder Park, Goldenrod Park, Faulkland Park, Banner Park, and Copper Creek Park. One of the Northwest District’s greatest assets is its integrated connection points to the Keystone Trail.



Photo C-40: Keystone Trail Access



Photo C-41: William Jennings Bryan High School

Southwest District

Boundaries

The Southwest District is bounded by the Papio Creek floodplain on the north, the John F. Kennedy Expressway on the south, and the Bellevue–Papillion 48th Street agreed delineation boundary on the west. This district continues to expand to the south.

Strengths

The strengths of the Southwest District include distinctive subdivisions such as Lakewood Villages and Quail Creek, housing is modern and more expensive than other areas of Bellevue, and the inclusion of Bellevue’s best mixed-use development—Twin Creek.

Weaknesses

The weaknesses of the Southwest District include subdivision streets with no apparent pattern, areas of tract housing that has little-to-no diversity, the only retail area is located on Highway 370, and the AICUZ could inhibit future development at the northern edge of the district.

Opportunities

The opportunities of the Southwest District include the possibility for future trails that would connect to the existing trails in the newer subdivisions, as well as the Papio Trail system, which offers numerous connections to points within the district.

Threats

The threats to the Southwest District include many subdivisions that have only a single entrance point and the quality of the new housing is debatable.

Streets and Roadways

The main streets in this area (25th Street, 36th Street, Highway 370, and Capehart Road) follow a grid pattern. However, many of the neighborhood streets curve and do not follow a logical pattern, which cause indirect access patterns within the neighborhoods. Also, many of the subdivisions only have one entrance and exit that further complicates the accessibility of these neighborhoods. The streets are wider in the newer developments and accommodate on-street parking. Some neighborhoods have good sidewalk systems, but others do not. The quality and visual appeal of the streetscape within this district varies by neighborhood. Both Lakewood Villages and Quail Creek set the standard for attractive and functional streetscapes. In fact, Lakewood Villages is the best example of a pedestrian-friendly neighborhood in Bellevue. Photo C-42 shows the wide sidewalks, furnishings, and a trash receptacle in this neighborhood.



Photo C-42: Lakewood Villages Sidewalk

Housing

The Southwest District contains the largest amount of new housing in Bellevue. However, several areas of housing were constructed in the 1970s and 1980s. The buildings in this area are very diverse, which contrasts with the relatively level income diversity. Many of the Southwest District's upscale subdivisions contain theme elements that are carried throughout the development. Each home uses unique floor plans but retain enough material consistency so that the home will integrate well with the entire development.



Photo C-43: Lakewood Villages House

The Southwest District also includes a number of tract-house subdivisions. These homes are typically more affordable and only contain a handful of color schemes and floor plans.

Uses and Functions

The most common type of land use within the Southwest District is residential. Retail uses can be found primarily along Highway 370. Other strip retail centers are located along 25th Street and Capehart Road. Twin Creek, Bellevue’s most prominent modern retail center, can be found at the northern edge of this district. Retail and residential areas have limited connections between them that are truly pedestrian friendly, aside from the residential developments adjacent to Twin Creek. The Southwest District, with the exception of Twin Creek, is completely dependent on the automobile.

Landmarks and Activity Centers

Landmarks in this area include several Bellevue elementary schools. People in this district have access to the Papio Trail system and other neighborhood trails. Activity centers include the Twin Creek retail center and several golf courses.



Photo C-44: Quail Creek Walking Trail



Photo C-45: Twin Creek

3.9 Offutt Air Force Base Housing District

Summary

The Offutt AFB Housing District has little diversity, with essentially three housing styles—a one-story, single-family home, a one-story duplex, and a two-story duplex. All of the housing within this district conforms to one of three floor plans. The only distinguishing exterior factor is the color of the siding. Some of the single-family units have enclosed garages, but most have open car ports or protective lean-tos. These homes were constructed in the 1960s and are currently in fair condition. The streets and yards have limited landscaping. Sidewalks are not consistently present.



Photo C-46: Offutt House

Appendix D: Community Input Survey

Bellevue Comprehensive Plan Survey Results

Gathering community input is an important component of the comprehensive planning process. A comprehensive plan survey was developed to solicit Bellevue residents' ideas and opinions about how they wanted their community to grow. The survey included 58 questions, which were divided into a broad range of categories:

- Quality of life
- Growth rate
- Land use
- Natural resources
- Transportation
- Housing
- Utilities and public facilities
- Economic development
- Neighborhoods
- Community appearance
- Parks and recreation
- Miscellaneous

Most of the survey questions used a five-point Likert scale as a means to capture the respondents' level of agreement with the survey statements. The following choices were available on all Likert-scale survey questions:

- Strongly agree
- Agree
- Neutral
- Disagree
- Strongly disagree

The biggest benefit of using a Likert scale is that it supports additional nominal scoring and analysis. Answers can essentially be divided into two categories. Favorable answers (i.e., Strongly agree and

Agree) can be aggregated into the “accept” category. Conversely, unfavorable answers (i.e., Strongly disagree and Disagree) can be aggregated into the “reject” category. A Likert scale allows survey analysis to be performed at either the summary or the detail level.

Bellevue residents were offered the choice of completing a hard-copy version of the survey or completing an online version. The online version was accessible via the Bellevue Comprehensive Plan Web site (<http://www.bellevueplan.com>).

The comprehensive plan survey was advertised in the *Bellevue Leader*, the *Omaha World-Herald*, and the *Offutt Air Pulse*. A total of 404 individuals completed the survey. Several important items warrant discussion:

- Some survey respondents chose not to answer all the questions. Therefore, the total number of responses varies from question to question.
- Several hard-copy surveys were received after the extended completion deadline. These responses were not included in the tabulation process.

Quality of Life

Question 1 asked, “All things considered, how would you rate the overall quality of life in Bellevue?” The most popular response was “High”: 58.8 percent, or 204 respondents, selected this response. The second most popular response was “Neutral”: 25.4 percent, or 88 respondents, selected this response. “Very High” was the third most popular response: it garnered 11.8 percent, or 41 votes. Collectively, “Low” and “Very Low” totaled approximately 4 percent.

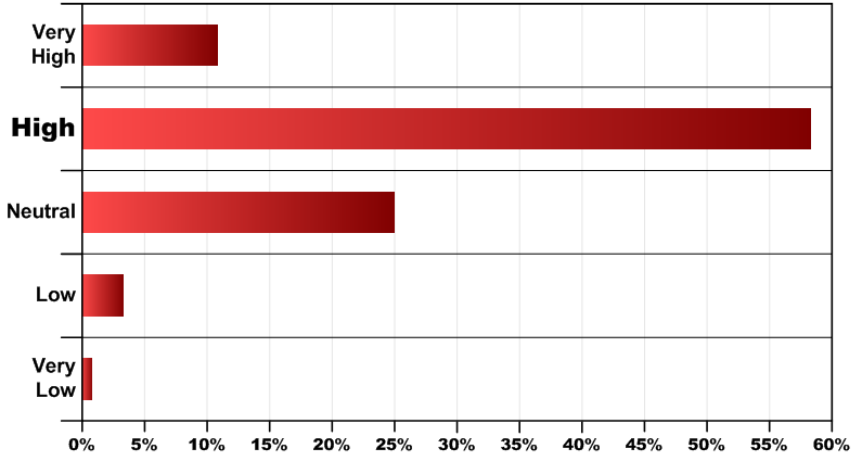
Question 2 asked, “What are the ‘top 3’ reasons why you choose to live in Bellevue?” Respondents were asked to select three answers. The most popular response, which received 146 votes, was “Proximity to Work.” The second most popular response, which received 126 votes, was “Schools.” The third most popular answer was “Location,” which received 111 votes.

Question 3 asked, “What are the ‘top 3’ things you like least about living in Bellevue?” Respondents were asked to select three answers. The most popular response, which received 139 votes, was “Taxes.” The second most popular response, which received 137 votes, was “Variety of Retailers.” The third most popular answer was “Limited Recreation,” which received 129 votes.

Question 4 asked, “At what rate would you like to see population growth occur in Bellevue?” The most popular response was “Current Rate.” This selection accounted for 54.3 percent of the total responses, receiving 194 votes. The second most popular response was “Less than Current Rate.” This response garnered 19.9 percent of the total responses, receiving 71 votes. “More than Current Rate” was the third most popular response. The two least popular answers, “No Opinion” and “No Growth,” received a combined total of 7 percent of the votes.

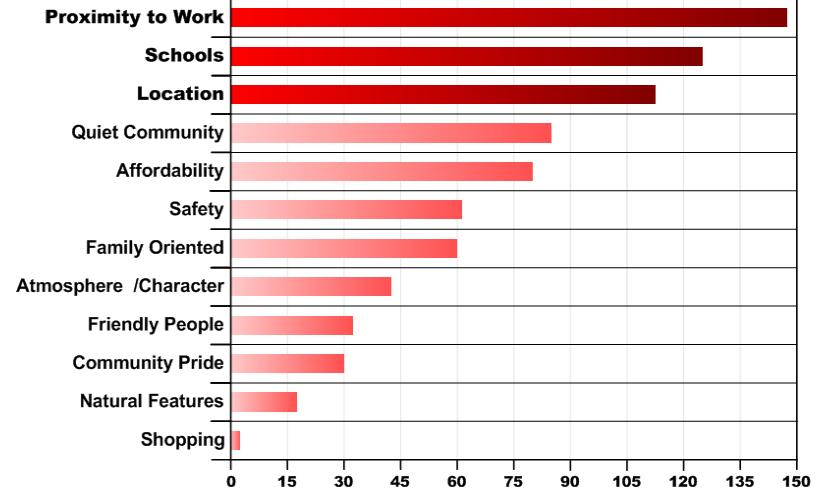
QUALITY OF LIFE n = 347

All things considered, how would you rate the overall quality of life in Bellevue?



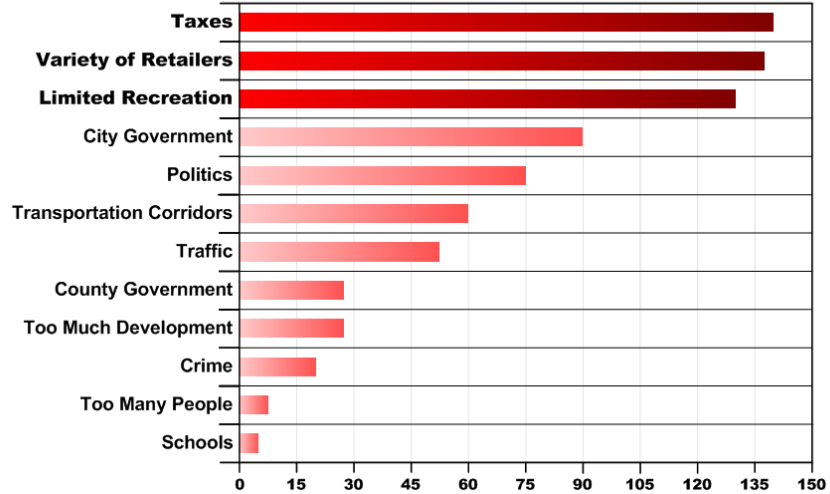
QUALITY OF LIFE n = 794

What are the 'top 3' reasons why you choose to live in Bellevue?



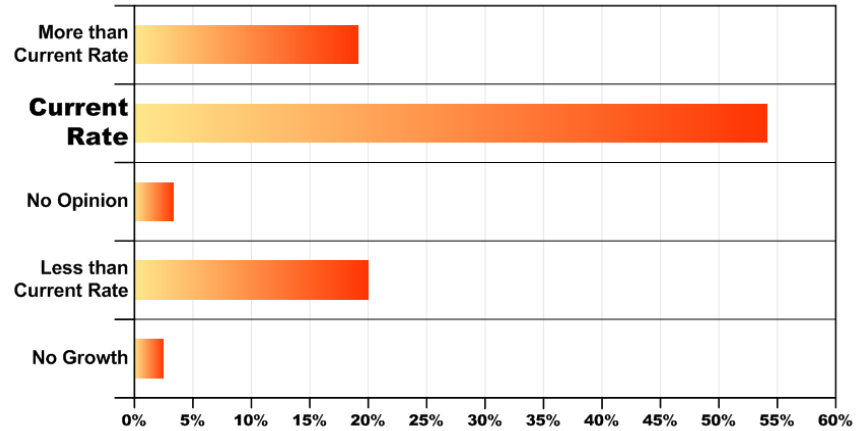
QUALITY OF LIFE n = 770

What are the 'top 3' things you like least about living in Bellevue?



GROWTH RATE n = 357

At what rate would you like to see population growth occur in Bellevue?



Land Use

Question 5 asked respondents whether they agreed or disagreed with the following statement: “I believe that the redevelopment of land served by existing infrastructure and public services is important.” More than 52 percent of the respondents selected “Agree.” The second most popular response, “Strongly Agree,” accounted for 32.4 percent of the total responses. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 84.5 percent.

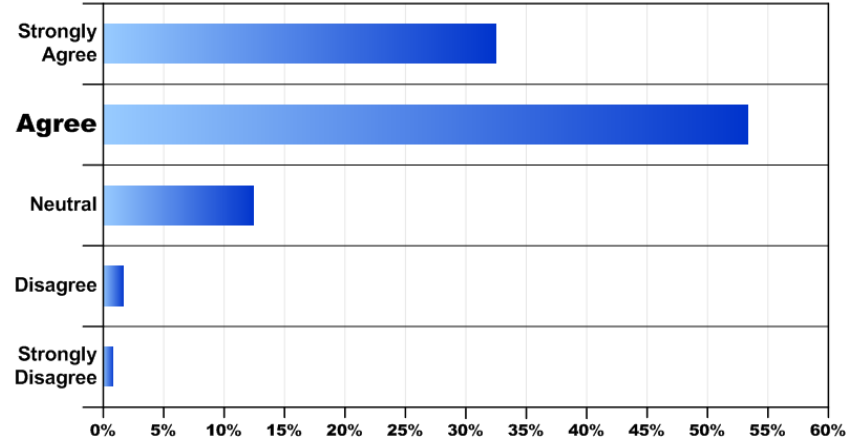
Question 6 asked respondents whether they agreed or disagreed with the following statement: “I believe that land use policies, densities and regulations that promote efficient development patterns and relatively low municipal and utility costs is important.” The most popular response was “Agree”: approximately 51 percent of respondents chose this response. “Strongly Agree” was the second most popular response, selected by 31.9 percent of the respondents. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 83 percent.

Question 7 asked respondents whether they agreed or disagreed with the following statement: “I believe that mixed use development should be encouraged in Bellevue.” Nearly 48 percent of respondents selected “Agree.” The second most popular answer, “Strongly Agree,” garnered 22.3 percent of the responses. The percentage of respondents who accepted this statement by selecting “Agreed” or “Strongly Agreed” was 70.1 percent.

Question 8 asked respondents whether they agreed or disagreed with the following statement: “I believe that the preservation of cultural, historic, and archeological sites is important.” The most popular response, “Agree,” was selected by 43.6 percent of all respondents. The second most popular answer was “Strongly Agree.” This selection accounted for 39.8 percent of the total votes. The percentage of respondents who expressed agreement with this statement by selecting “Strongly Agree” or “Agree” was 83.4 percent.

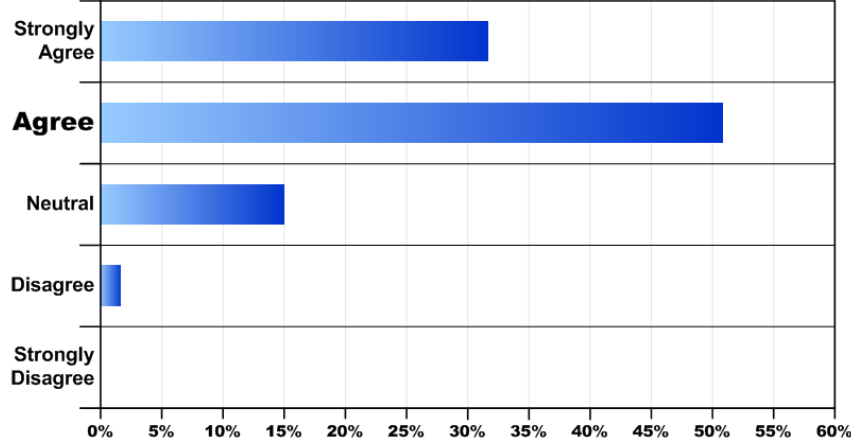
LAND USE n = 313

I believe that the redevelopment of land served by existing infrastructure and public services is important.



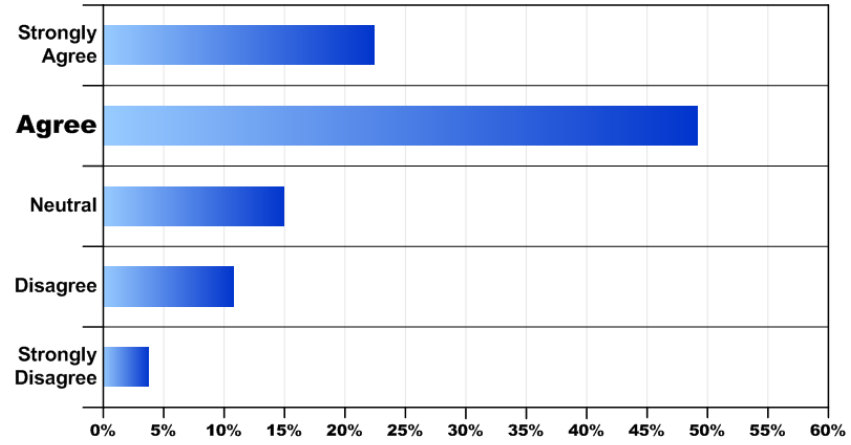
LAND USE n = 310

I believe that land use policies, densities and regulations that promote efficient development patterns and relatively low municipal and utility costs is important.



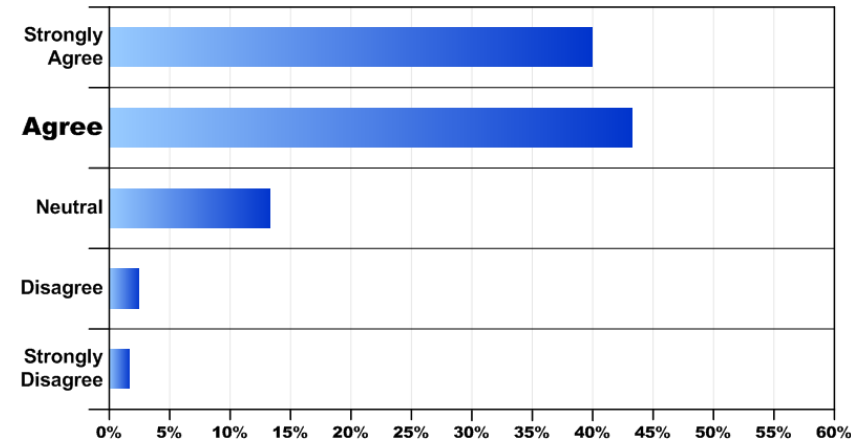
LAND USE n = 314

I believe that mixed use development should be encouraged in Bellevue.



LAND USE n = 314

I believe that the preservation of cultural, historic, and archeological sites is important.



Question 9 asked respondents whether they agreed or disagreed with the following statement: “I believe that balancing individual property rights with community interests and goals is important.” The most popular answer, “Agree,” received 45.7 percent of the total responses. The second most popular answer, “Strongly Agree,” received 120 votes, or 38.3 percent of the total responses. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 84 percent.

Question 10 asked respondents whether they agreed or disagreed with the following statement: “I believe that land use planning in Bellevue is important.” Nearly 55 percent of respondents selected “Strongly Agree.” The second most popular response, “Agree,” was selected by 124 voters, which accounted for 39.7 percent of the total responses. This survey question received widespread support. More than 95 percent of all respondents selected either “Strongly Agree” or “Agree.” Therefore, less than 5 percent of all survey respondents appeared to reject this statement.

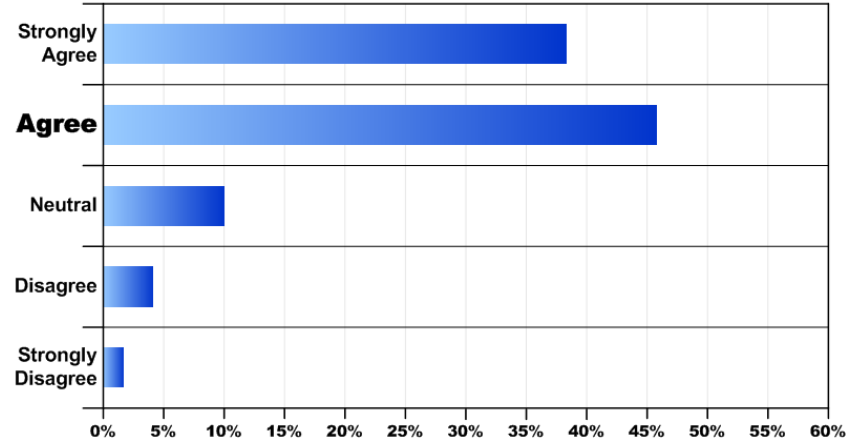
Question 11 asked respondents, “Which area of Bellevue is most in need of redevelopment?” “Fort Crook” was the most popular selection, accounting for 49.8 percent of the total responses. “Olde Towne” was the second most popular selection and accounted for 33.6 percent of the total responses. “Riverfront” was the third most popular response. This selection received 10.9 percent of the votes. The least popular response, “Northwest,” was selected by 17 individuals, which accounted for 5.6 percent of the total respondents.

Question 12 asked respondents, “What do you think of as Bellevue’s city center?” Respondents were asked to provide their own answer. The open-ended nature of the question made it difficult to produce a standardized summary. A wide variety of answers were provided. Several popular responses included the following:

- 15th and Cornhusker
- Olde Towne
- The Twin Creeks area
- Bellevue lacks a city center.
- The city center is moving west.

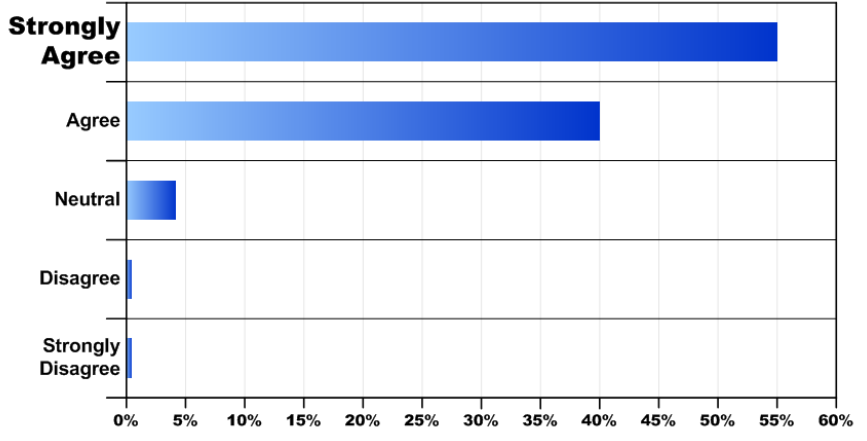
LAND USE n = 313

I believe that balancing individual property rights with community interests and goals is important.



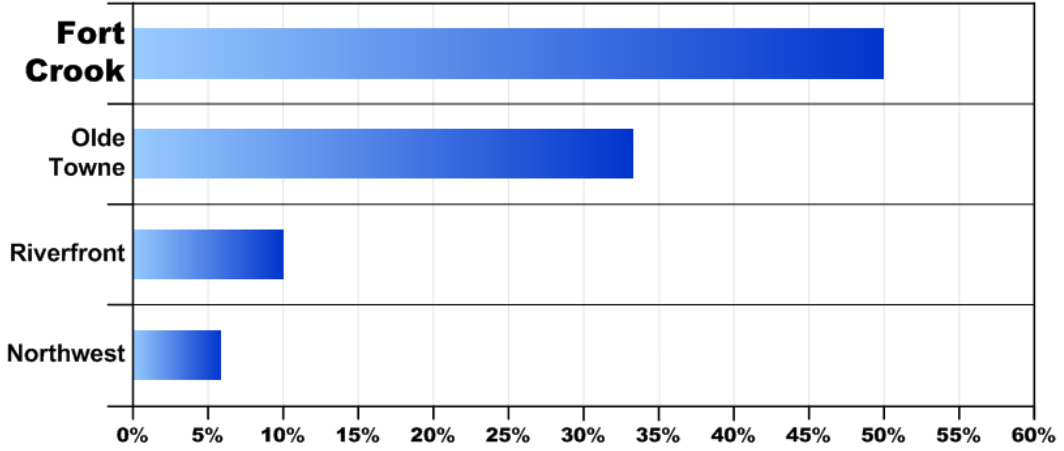
LAND USE n = 312

I believe that land use planning in Bellevue is important.



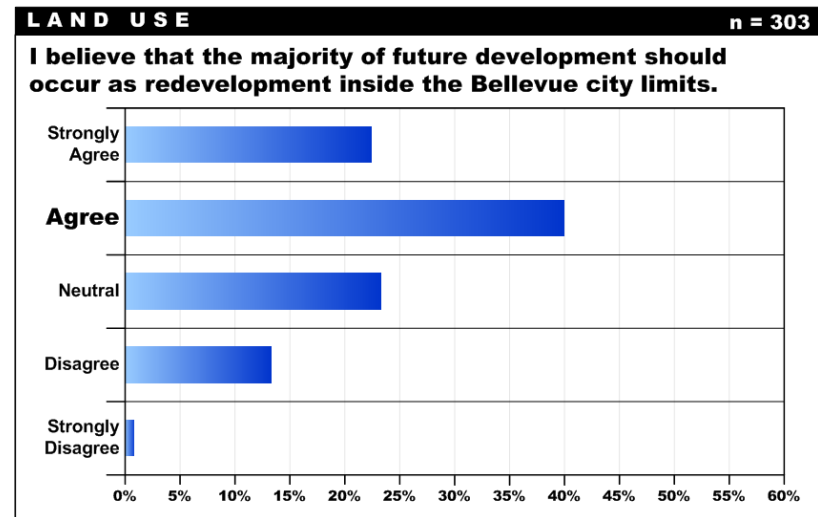
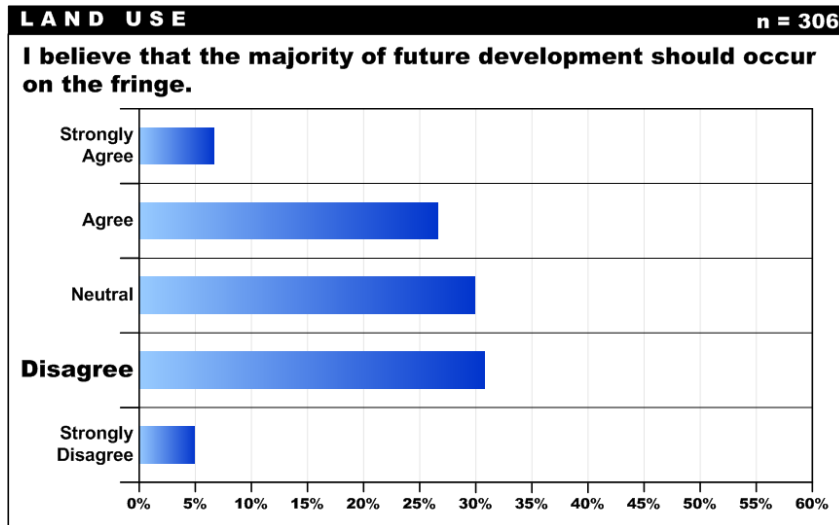
LAND USE n = 303

Which area of Bellevue is most in need of redevelopment?



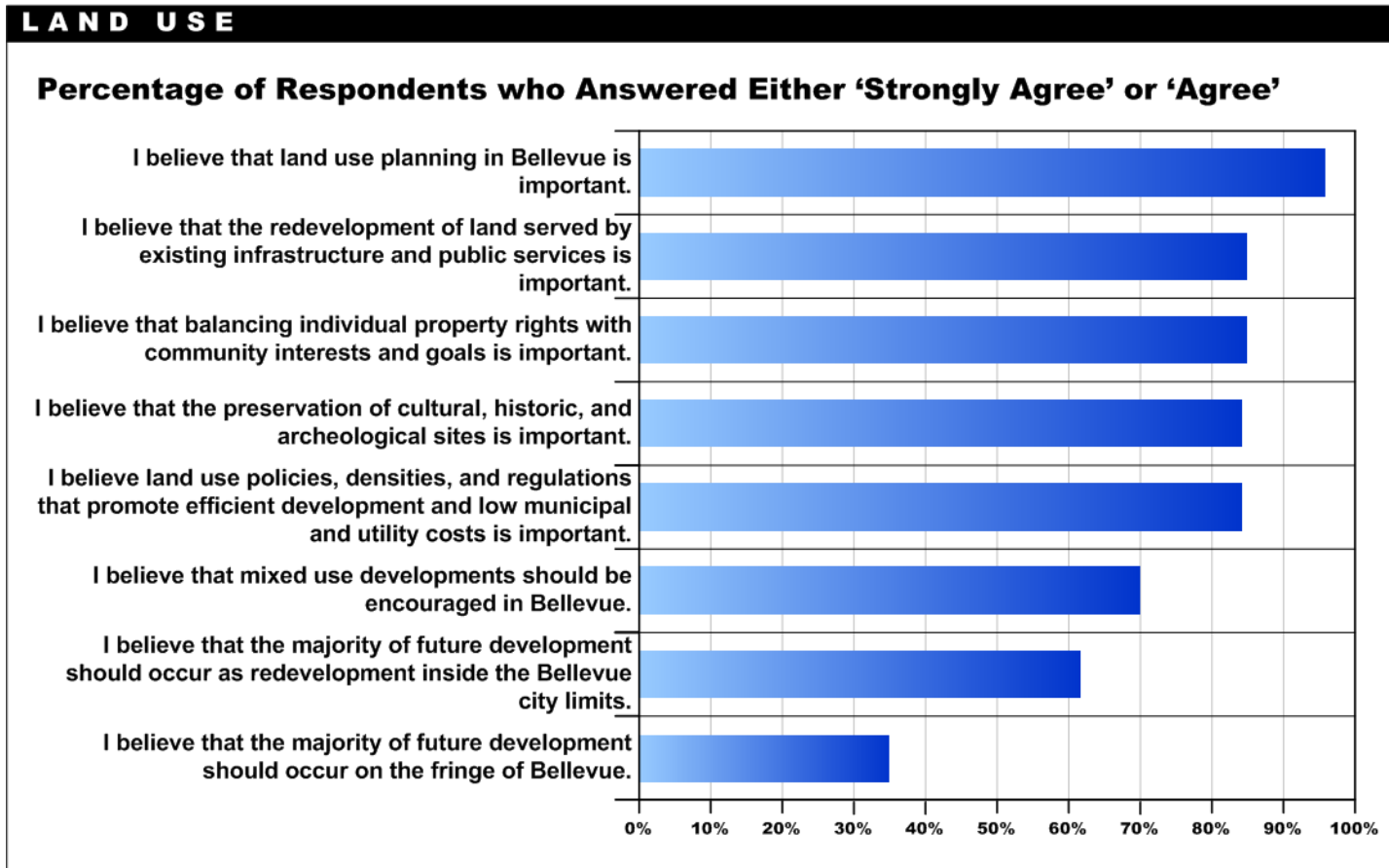
Question 13 asked respondents whether they agreed or disagreed with the following statement: "I believe that the majority of future development should occur on the fringe of Bellevue." The most popular answer, "Disagree," received 30.8 percent of the votes. The second most popular response, "Neutral," received 30.2 percent of the votes. Nearly 27 percent of the respondents selected "Agree." "Strongly Agree" received 7.2 percent of the total votes, and "Strongly Disagree" received 5.2 percent of the total votes.

Question 14 asked respondents whether they agreed or disagreed with the following statement: "I believe that the majority of future development should occur as redevelopment inside the Bellevue city limits." The most popular response, "Agree" garnered 120 votes, or 39.6 percent of the total responses. The second most popular response was "Neutral." This selection received 72 votes, or 23.8 percent of the total responses. The percentage of respondents who accepted this statement by selecting either "Agree" or "Strongly Agree" was 61.7 percent.



Land Use Summary

The land use section of the survey had eight Likert-scale statements. The following graph displays each of those statements and identifies the percentage of respondents who answered either "Strongly Agree" or "Agree." The statements are sorted in descending order.



Natural Resources

Question 15 asked respondents whether they agreed or disagreed with the following statement: “I believe that the protection of natural areas, including wetlands, wildlife habitat, woodlands, open spaces, and groundwater resources is important.” “Strongly Agree” was the most popular response, receiving 48.6 percent of the votes. The second most popular response, “Agree,” was selected by 39.9 percent of the respondents. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 88.5 percent.

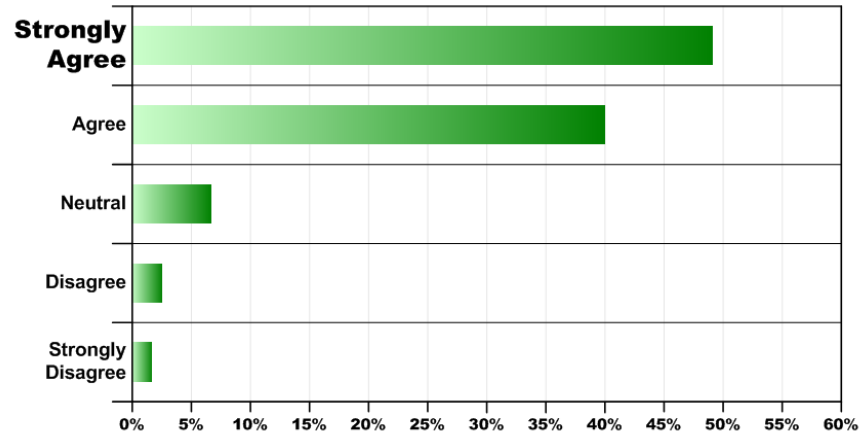
Question 16 asked respondents whether they agreed or disagreed with the following statement: “I believe that using tax dollars to preserve environmentally sensitive areas such as stream buffer areas or steep slopes, in order to protect land, water, public investment and private property, is important.” About 45 percent of respondents selected “Agree.” The second most popular response, “Strongly Agree,” received 29.9 percent of the votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 75.1 percent.

Question 17 asked respondents, “What are your favorite natural areas in Bellevue?” This was an open-ended question, and respondents were asked to provide their own answer. The open-ended nature of the question made it difficult to produce a standardized response summary. A wide variety of answers were provided, but the most popular answer appeared to be Fontenelle Forest. Several other popular responses were the following:

- Haworth Park / Riverfront
- Gifford Farm
- Papio Trail

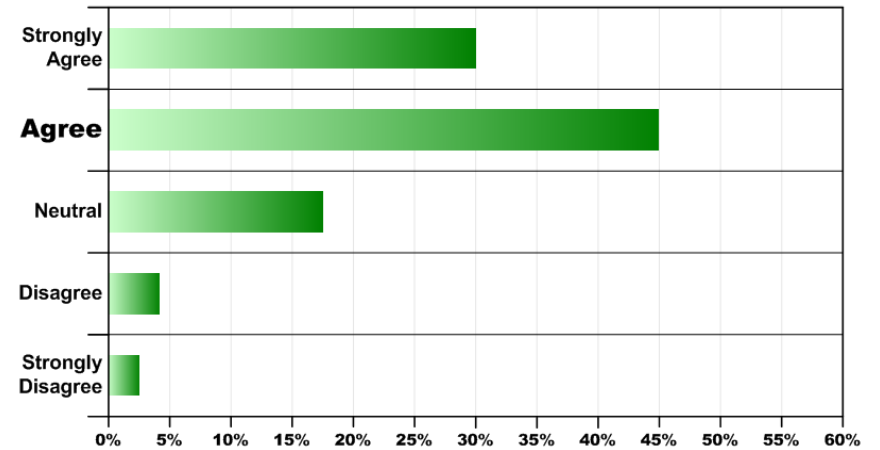
NATURAL RESOURCES n = 296

I believe that the protection of natural areas, including wetlands, wildlife habitat, woodlands, open spaces, and groundwater resources is important.



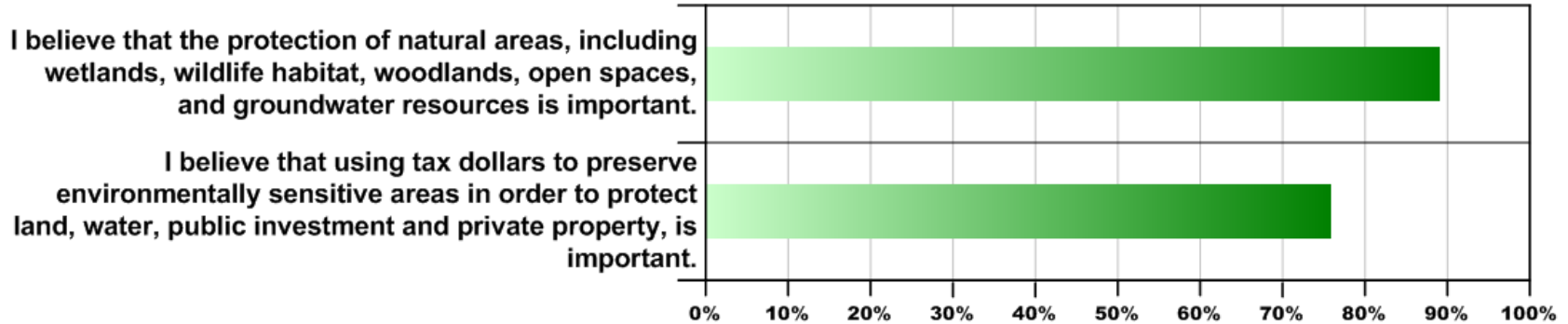
NATURAL RESOURCES n = 294

I believe that using tax dollars to preserve environmentally sensitive areas such as stream buffer areas or steep slopes, in order to protect land, water, public investment and private property is important.



NATURAL RESOURCES

Percentage of Respondents who Answered Either 'Strongly Agree' or 'Agree'



Natural Resources Summary

The natural resources section of the survey had two Likert-scale statements. The following graph displays both of those statements and identifies the percentage of respondents who answered either "Strongly Agree" or "Agree." The statements items are sorted in descending order.

Transportation

Question 18 asked respondents whether they agreed or disagreed with the following statement: “I believe that the development of additional bike trails is important.” The most popular response, “Agree,” received 39.5 percent of the votes. The second most popular response, “Neutral,” received 25.7 percent of the votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 58.4 percent.

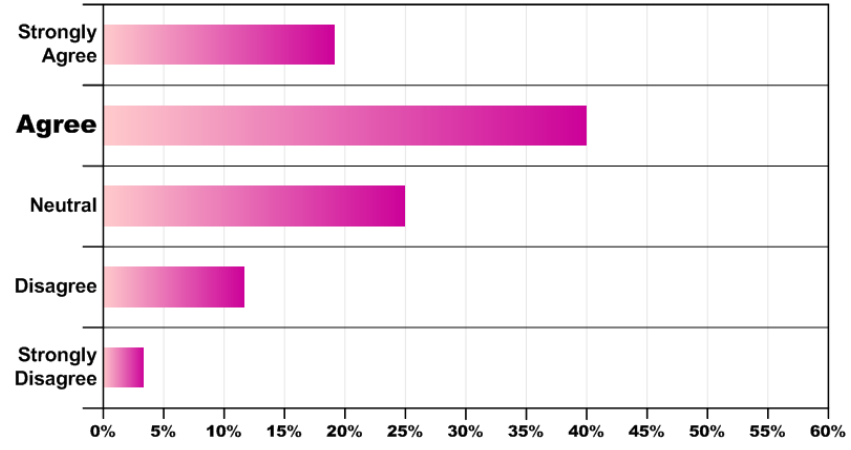
Question 19 asked respondents whether they agreed or disagreed with the following statement: “I believe that the development of additional walking and hiking trails is important.” Nearly 40 percent of the respondents selected “Agree,” and 25 percent of respondents chose “Strongly Agree.” Respondents who neither agreed nor disagreed with this statement and selected “Neutral” accounted for 22.9 percent of the total votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 64.9 percent.

Question 20 asked respondents whether they agreed or disagreed with the following statement: “I believe that providing an integrated, efficient, and economical transportation system that affords mobility, convenience, and safety and that meets the needs of all citizens, including transit-dependent and disabled citizens, is important.” The most popular response, “Agree,” received 141 votes, which accounted for 39.9 percent of the total responses. The second most popular response, “Strongly Agree,” earned 29.6 percent of the total votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 77.1 percent.

Question 21 asked respondents whether they agreed or disagreed with the following statement: “I believe that creating additional unique transportation corridors (i.e. similar to Bellevue Blvd) is important.” “Agree” was the most popular response, accounting for 40.2 percent of all responses. “Neutral” was the second most popular response, accounting for 28 percent of all responses. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 57.8 percent.

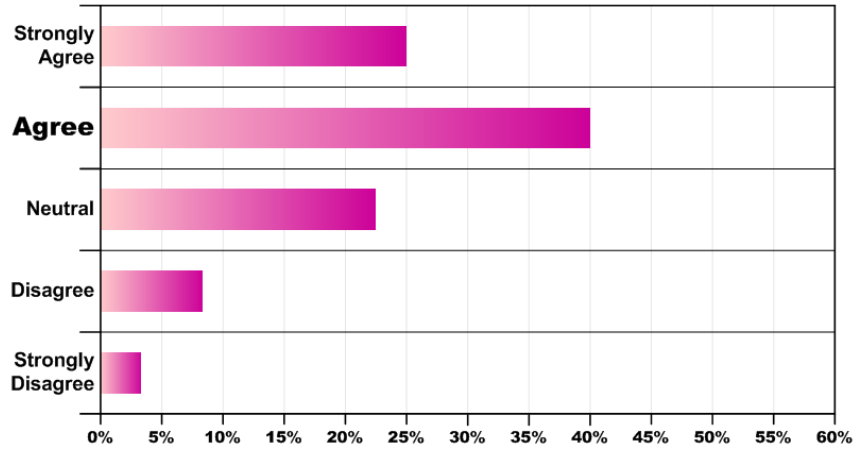
TRANSPORTATION n = 296

I believe that the development of additional bike trails is important.



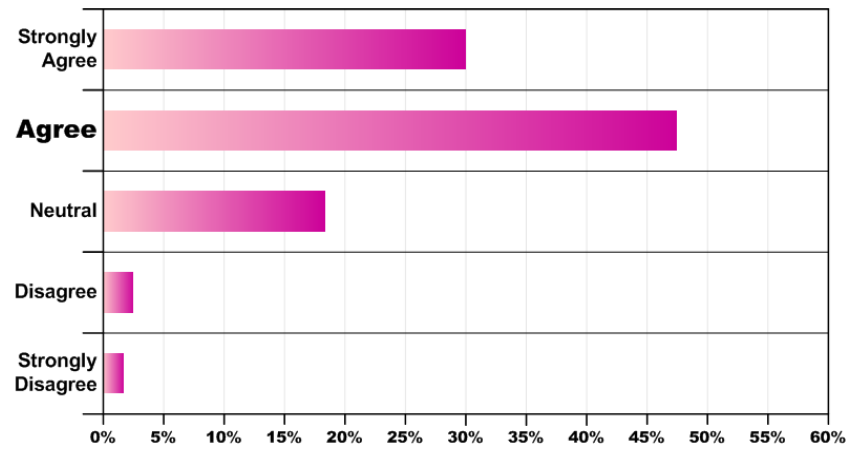
TRANSPORTATION n = 296

I believe that the development of additional walking and hiking trails is important.



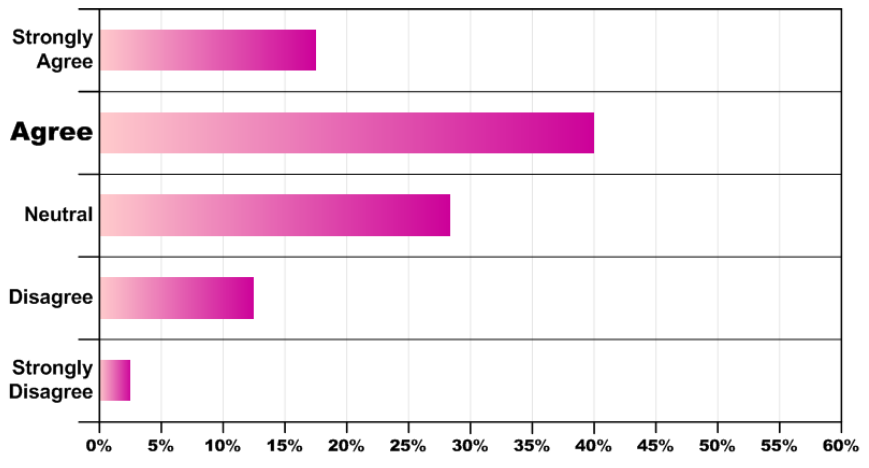
TRANSPORTATION n = 297

I believe that providing an integrated, efficient, and economical transportation system that affords mobility, convenience, and safety and that meets the needs of all citizens, including transit-dependent and disabled citizens, is important.



TRANSPORTATION n = 296

I believe that creating additional unique transportation corridors (i.e. similar to Bellevue Blvd) is important.



Question 22 asked respondents to rate the condition of several prominent Bellevue roadways. The first part of this question asked respondents to identify the Bellevue roadway that was in the best condition, and the second part asked respondents to identify the Bellevue roadway that was in the worst condition. Question 23 asked respondents to rate the congestion of several prominent Bellevue roadways. The first part of this question asked respondents to identify the Bellevue roadway that was least congested, and the second part asked respondents to identify the Bellevue roadway that was most congested. The following Bellevue roadways were offered as options for both Question 22 and Question 23:

- 25th Street, South of 370
- 36th Street, South of 370
- Capehart Road, West of 25th Street
- Kennedy Freeway
- 25th Street, North of 370
- 36th Street, North of 370
- Cornhusker Road (between Fort Crook and 25th Street)
- Fort Crook Road

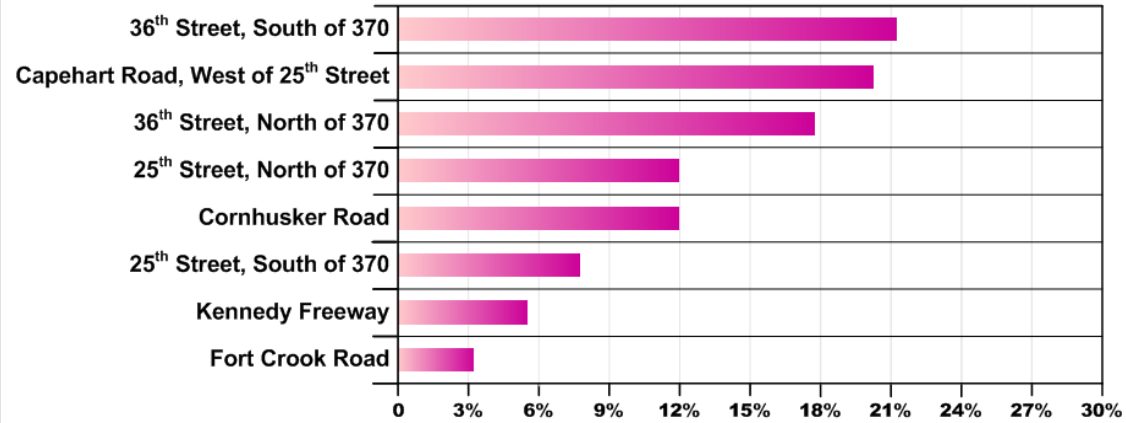
The first component of question 22 asked, “Which Bellevue roadway is in the *worst* condition?” The most popular answer, “36th Street, South of 370,” received 21.1 percent of the votes. “Capehart Road, West of 25th Street” was a close second, receiving 20 percent of the votes. The third most popular response, “36th Street, North of 370,” received 17.8 percent of the votes.

The second component of question 22 asked, “Which Bellevue roadway is in the *best* condition?” The most popular answer, “25th Street, South of 370,” received 29.9 percent of the votes. The second most popular answer, “25th Street, North of 370,” received 12.7 percent of the votes. “Cornhusker Road” and “Kennedy Freeway” tied for the third most popular answer. Each of these roadways received 10.2 percent of the votes.

TRANSPORTATION

n = 185

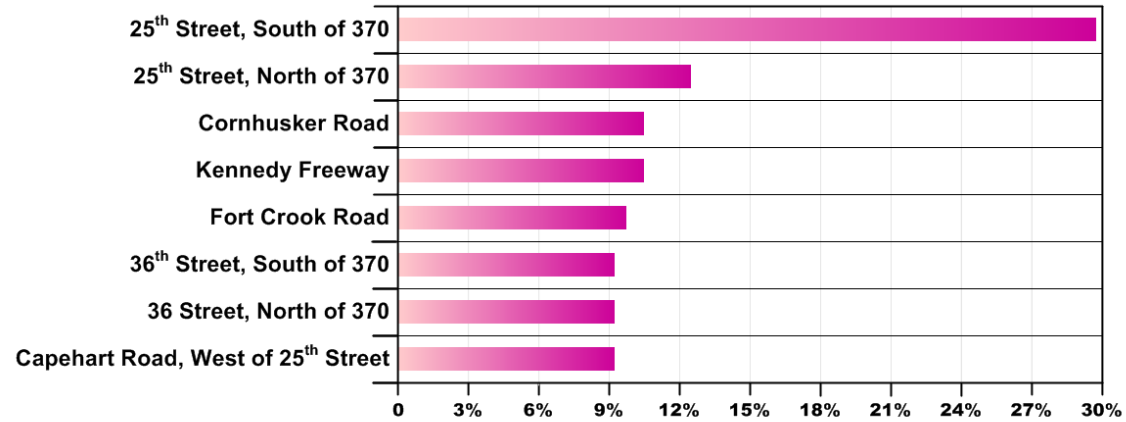
Which Bellevue roadway is in the *worst* condition?



TRANSPORTATION

n = 197

Which Bellevue roadway is in the *best* condition?

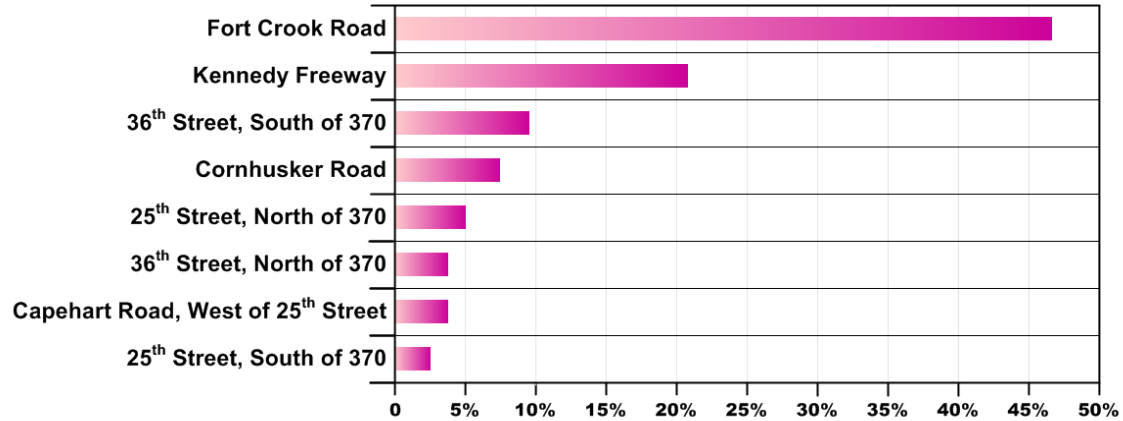


The first component of question 23 asked, "Which Bellevue roadway is the *most* congested?" "Capehart Road, West of 25th Street" was the most popular answer, receiving 21 percent of the total votes. "36th Street, North of 370" and "Cornhusker Road" were both the second most popular response. Each of these roadways received 17.7 percent of the total votes. The third most popular response, "36th Street, South of 370," received 14.9 percent of the total votes.

The second component of question 23 asked, "Which Bellevue roadway is the *least* congested?" The most popular answer, "Fort Crook Road," was the overwhelming favorite, garnering 46.7 percent of the total votes. "Kennedy Freeway" was the second most popular answer, receiving 20.7 percent of the total votes. The third most popular response, "36th Street, South of 370," received 9.8 percent of the votes.

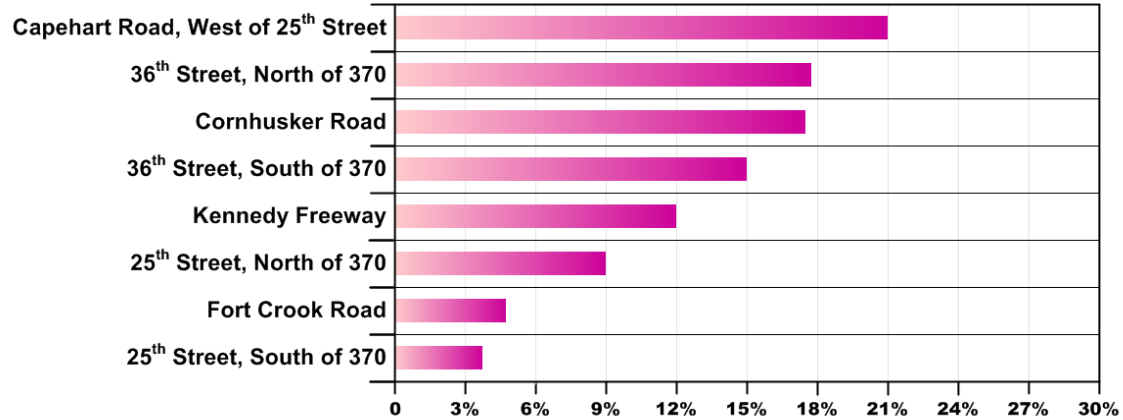
TRANSPORTATION **n = 184**

Which Bellevue roadway is the *least* congested?



TRANSPORTATION **n = 181**

Which Bellevue roadway is the *most* congested?



Question 24 asked respondents, “What is the hardest place to travel to in Bellevue?” This was an open-ended question, and respondents were asked to provide their own answer. The open-ended nature of the question made it difficult to produce a standardized results summary. A wide variety of answers were provided, including the following:

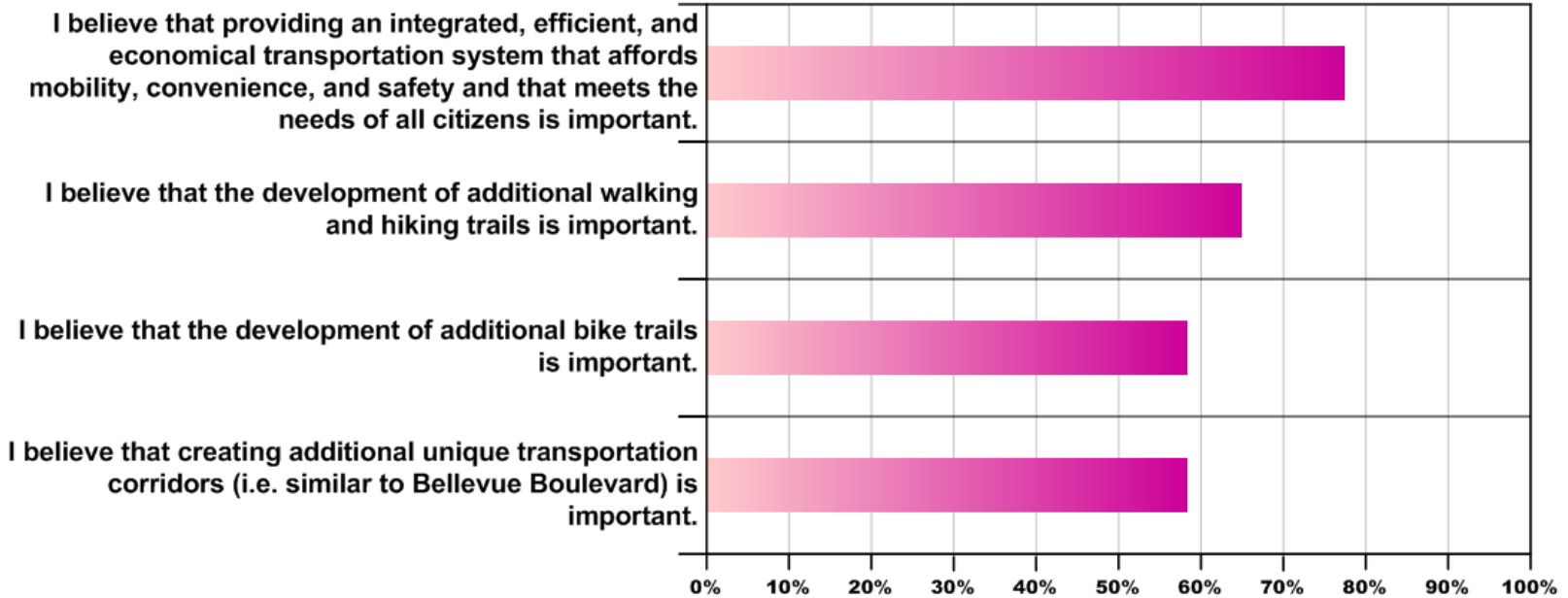
- “The hardest place to get out is Wolf Creek where Wal-Mart, Outback, IHOP, and Applebee’s is located.”
- “Olde Towne. There is no direct route.”
- “South on 36th Street at Capehart Road. The light backs up for those turning left. This intersection needs a left hand turn lane.”
- “Relatively, no place in Bellevue is hard to travel to.”
- “Cornhusker Road between 25th Street and Fort Crook Road. It’s a joke at 7:30am and between 3pm and 6:30pm weekdays at the light to turn at Bellevue West.”

Transportation Summary

The transportation section of the survey had four Likert-scale statements. The following graph displays each of those statements and identifies the percentage of respondents who answered either “Strongly Agree” or “Agree.” The statements are sorted in descending order.

TRANSPORTATION

Percentage of Respondents who Answered Either 'Strongly Agree' or 'Agree'



Housing

Question 25 asked respondents whether they agreed or disagreed with the following statement: “I believe that Bellevue needs additional large-lot single family homes.” The most popular response, “Agree,” was selected by 115 respondents, which accounted for 40.3 percent of the total votes. “Strongly Agree” was the second most popular selection, receiving 24.9 percent of the total votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 65.2 percent.

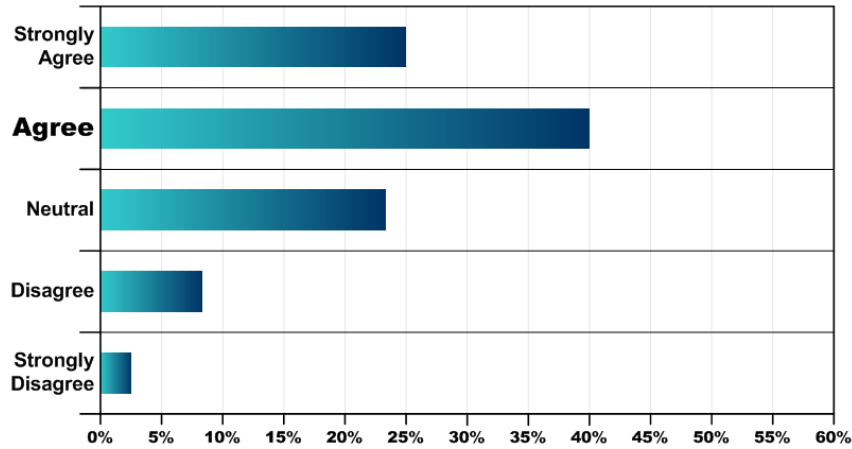
Question 26 asked respondents whether they agreed or disagreed with the following statement: “I believe that Bellevue needs additional moderately priced starter homes.” “Agree” was the most popular response. This selection received 40.3 percent of the total votes. The second most popular response, “Neutral,” received 20.7 percent of the total votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 51.2 percent.

Question 27 asked respondents whether they agreed or disagreed with the following statement: “I believe that Bellevue needs additional apartments.” Nearly 40 percent of the respondents selected “Neutral.” This was the most popular response. The second most popular response, “Disagree,” received 30.5 percent of the total votes. The percentage of respondents who rejected this statement by selecting either “Disagree” or “Strongly Disagree” was 45.6 percent.

Question 28 asked respondents whether they agreed or disagreed with the following statement: “I believe that Bellevue needs additional condominiums.” The most popular answer, “Neutral,” received 36.5 percent of the votes. The second most popular answer, “Agree,” received 34.4 percent of the votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 42.5 percent.

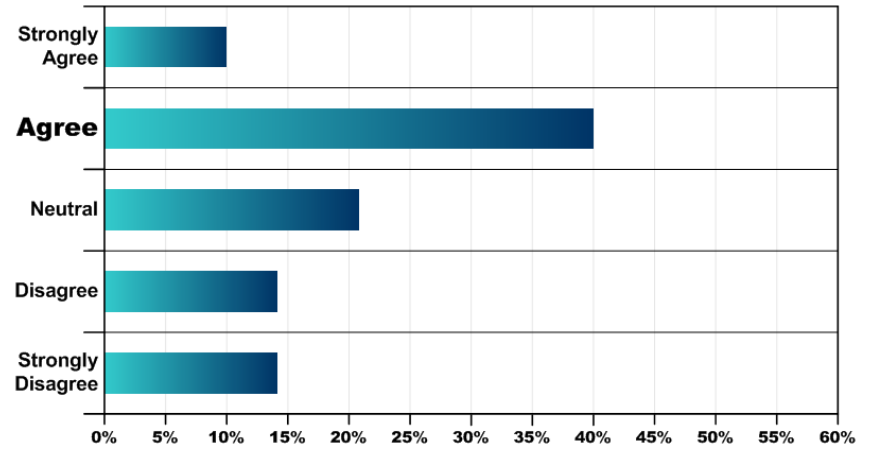
HOUSING n = 285

I believe that Bellevue needs additional large-lot single family homes.



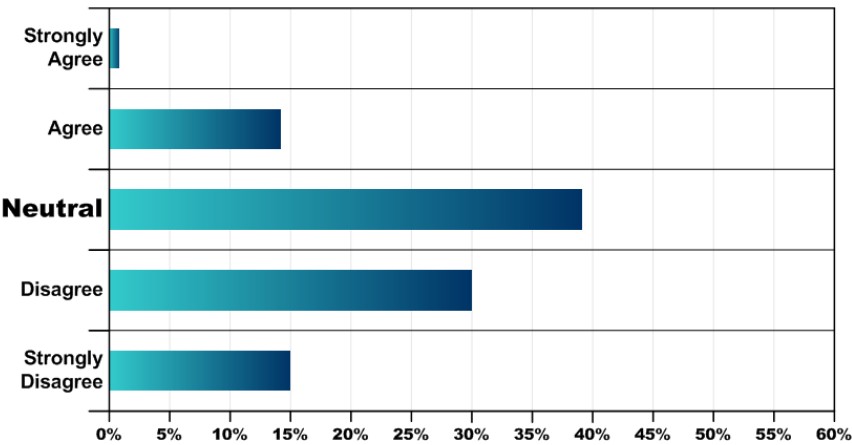
HOUSING n = 285

I believe that Bellevue needs additional moderately priced starter homes.



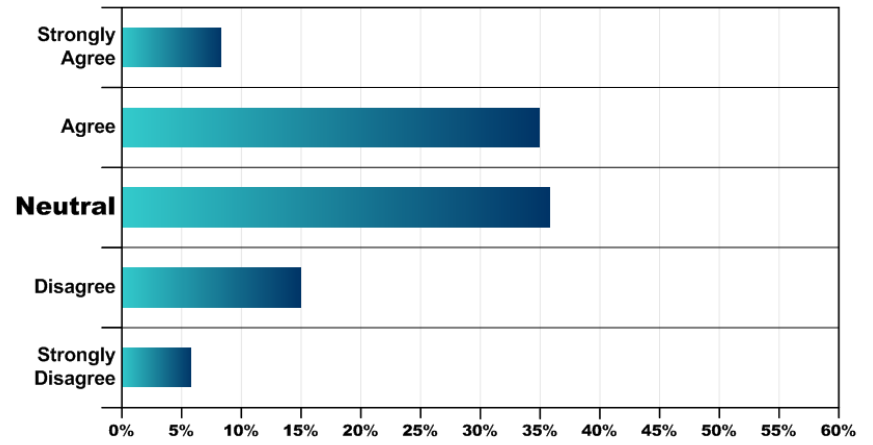
HOUSING n = 285

I believe that Bellevue needs additional apartments.



HOUSING n = 282

I believe that Bellevue needs additional condominiums.

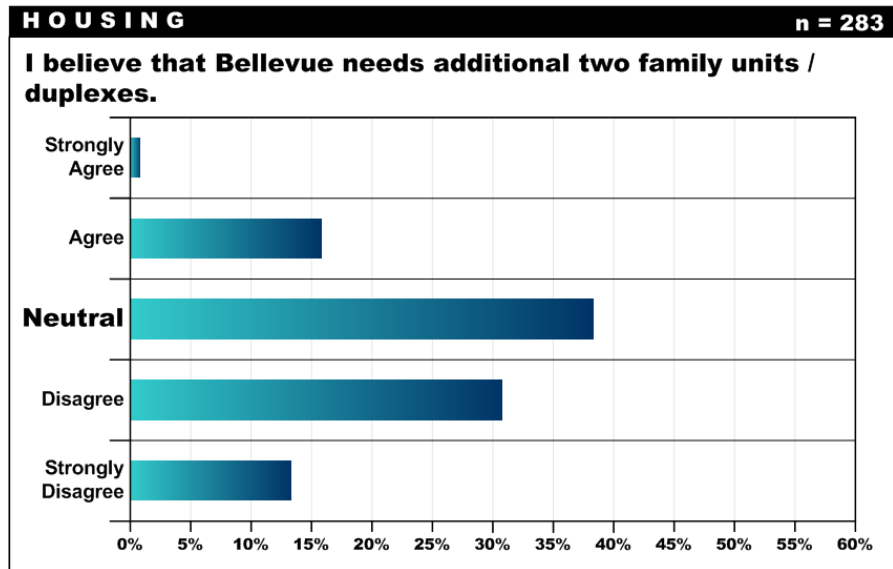
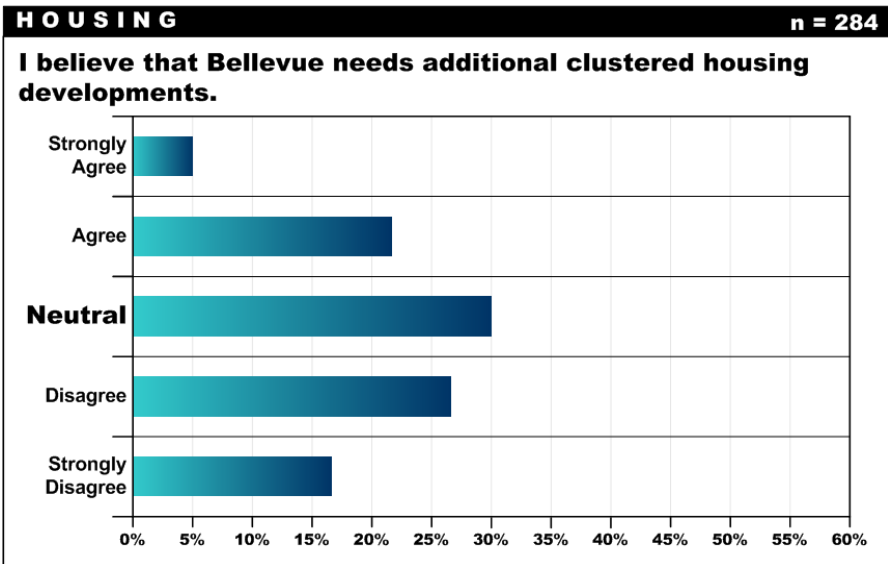
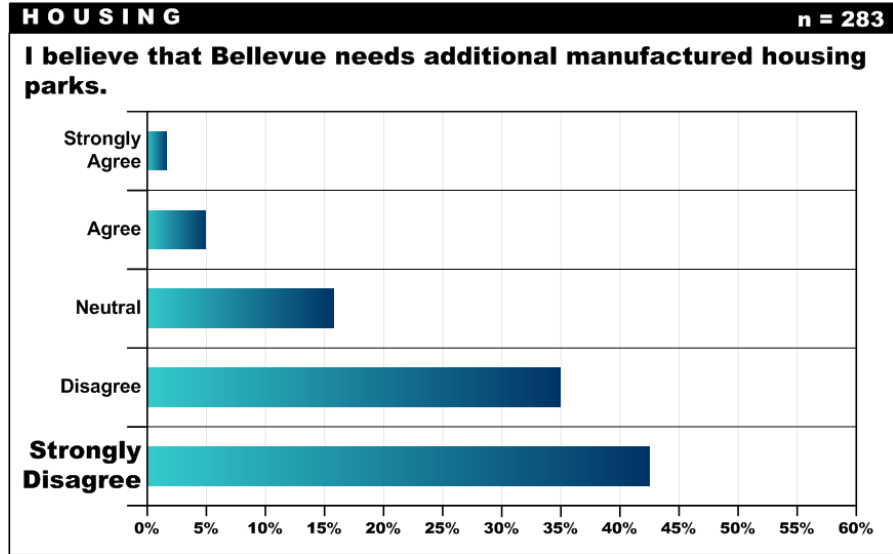
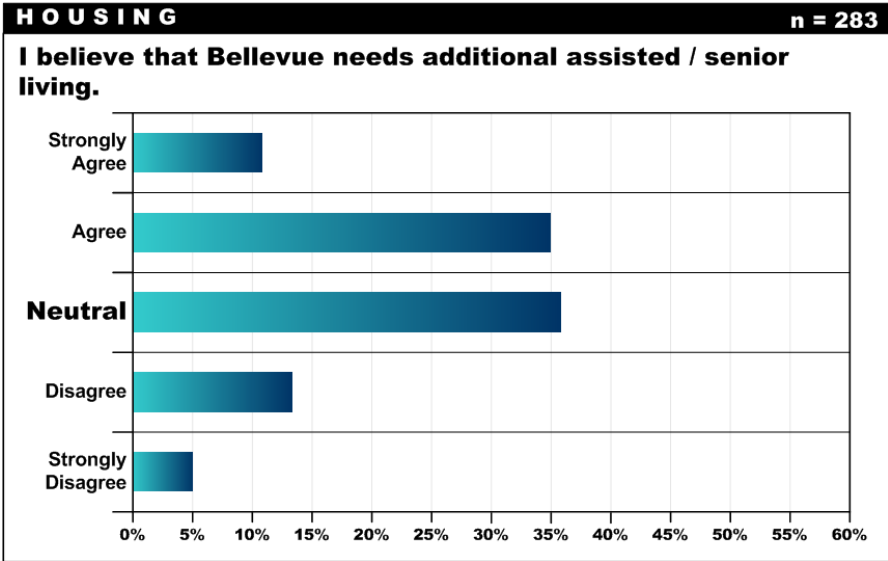


Question 29 asked respondents whether they agreed or disagreed with the following statement: “I believe that Bellevue needs additional assisted / senior living.” With 35.7 percent of the total votes, “Neutral” was the most popular selection. “Agree” was the second most popular response, earning 35.3 percent of the total votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 46.2 percent.

Question 30 asked respondents whether they agreed or disagreed with the following statement: “I believe that Bellevue needs additional manufactured housing parks.” “Strongly Disagree” was the most popular response, receiving 42.4 percent of the total votes. “Disagree” was the second most popular response; it received 34.9 percent of the total votes. The percentage of respondents who rejected this statement by selecting either was “Disagree” or “Strongly Disagree” was 77.3 percent.

Question 31 asked respondents whether they agreed or disagreed with the following statement: “I believe that Bellevue needs additional clustered housing developments.” The most popular response, “Neutral,” received 30.9 percent of the total votes. The second most popular response, “Disagree,” received 26.4 percent of the total votes. The percentage of respondents who rejected this statement by selecting either “Disagree” or “Strongly Disagree” was 42.6 percent.

Question 32 asked respondents whether they agreed or disagreed with the following statement: “I believe that Bellevue needs additional two family units / duplexes.” “Neutral,” the most popular selection, received 38.2 percent of the votes. “Disagree,” the second most popular selection, received 31.4 percent of the votes. The percentage of respondents who rejected this statement by selecting either “Disagree” or “Strongly Disagree” was 45.2 percent.

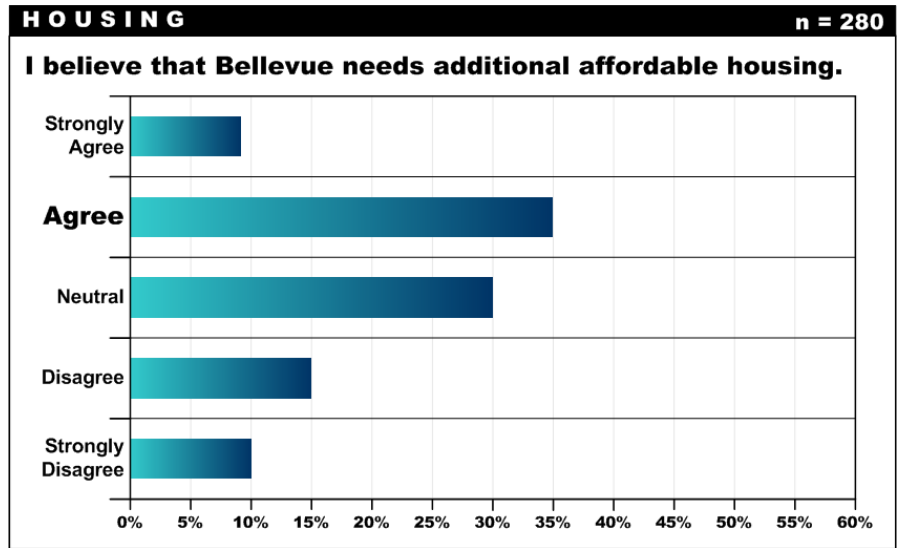
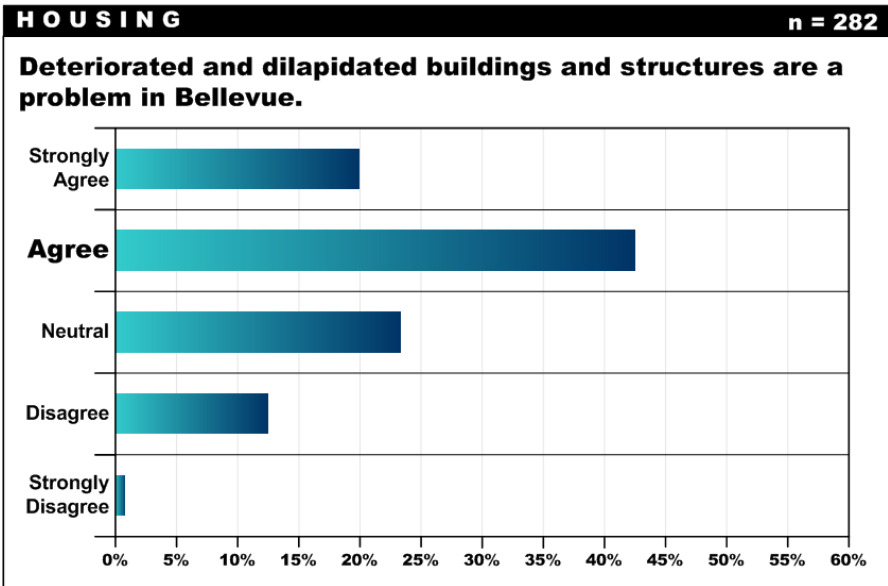
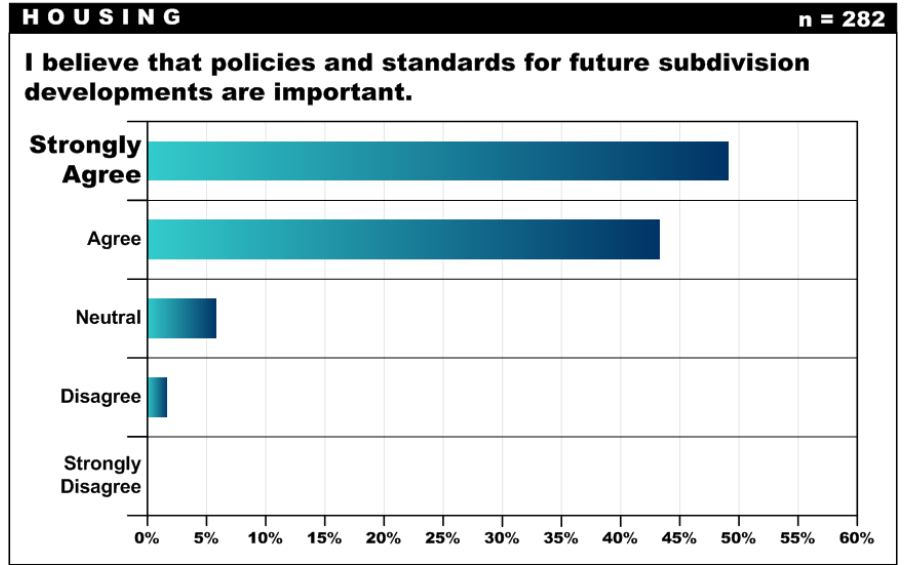
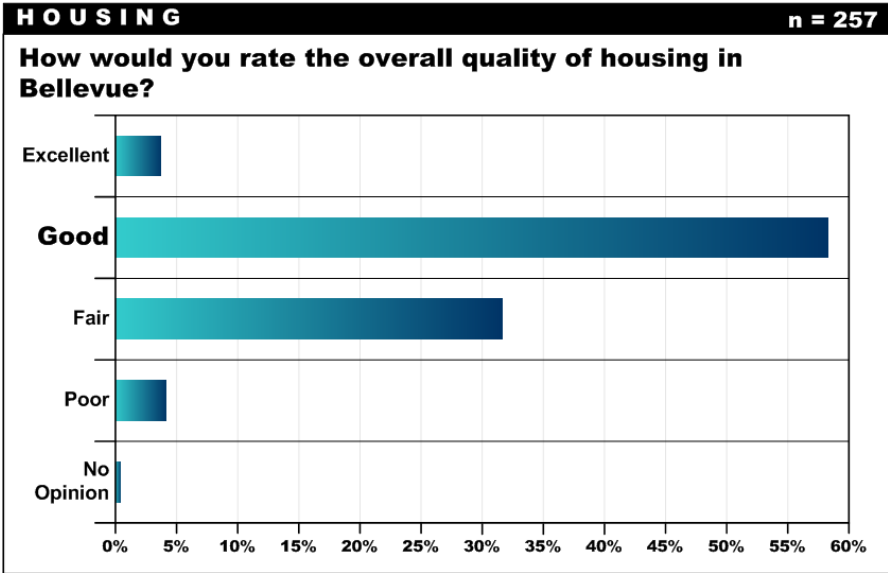


Question 33 asked, “How would you rate the overall quality of housing in Bellevue?” The most popular answer, “Good,” received 58.7 percent of the votes. The second most popular answer, “Fair,” received 32.3 percent of the votes. The third most popular answer, “Poor,” received 4.3 percent of the votes. “Excellent” received 3.9 percent, and “No Opinion” received less than 1 percent of the votes.

Question 34 asked respondents whether they agreed or disagreed with the following statement: “I believe that policies and standards for future subdivision developments are important.” “Strongly Agree” was the most popular response. This selection accounted for 48.6 percent of the total votes. “Agree” was the second most popular response, receiving 43.9 percent of the responses. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 92.5 percent.

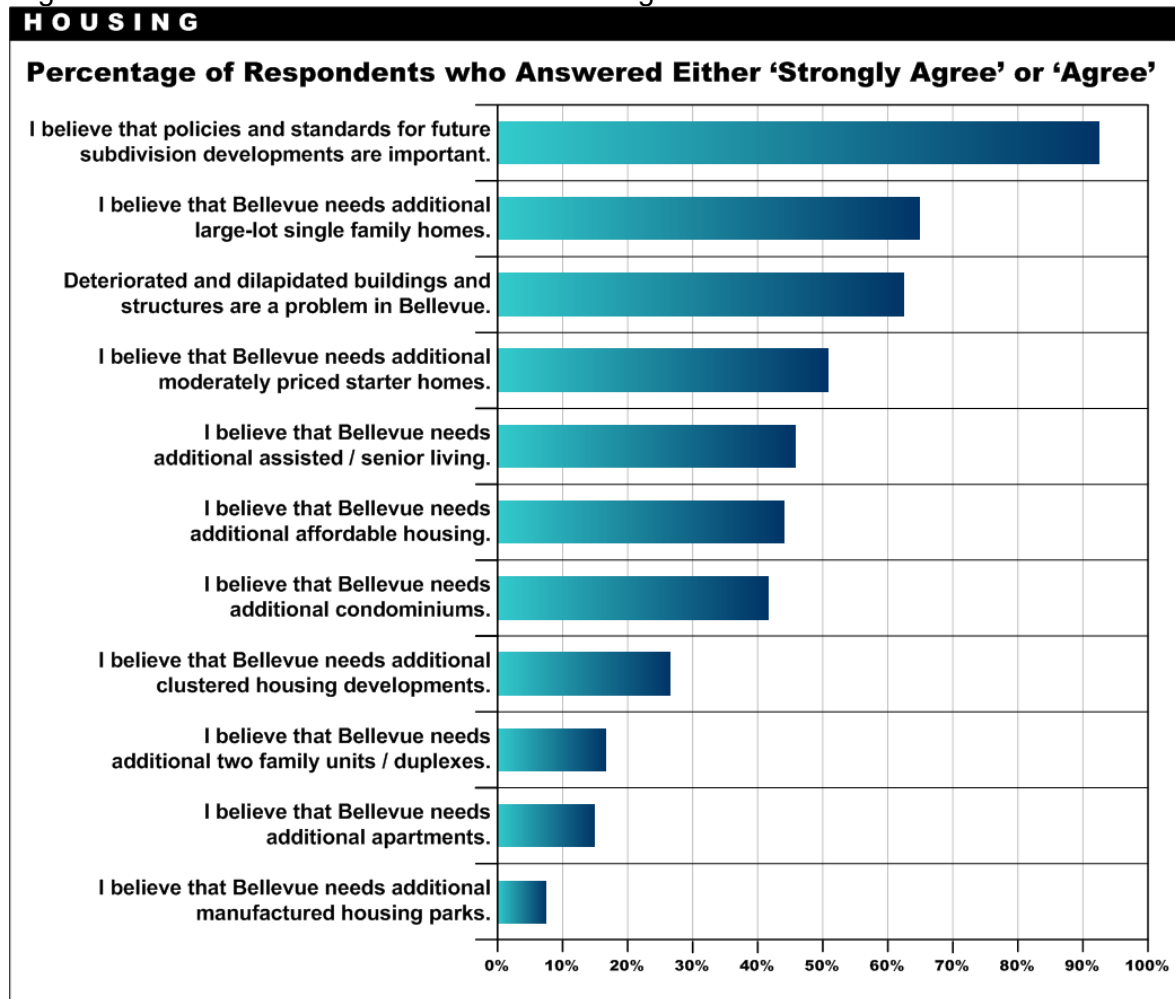
Question 35 asked respondents whether they agreed or disagreed with the following statement: “Deteriorated and dilapidated buildings and structures are a problem in Bellevue.” The most popular answer, “Agree,” received 42.9 percent of the votes. The second most popular answer, “Neutral,” received 23.7 percent. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 62.4 percent.

Question 36 asked respondents whether they agreed or disagreed with the following statement: “I believe that Bellevue needs additional affordable housing.” “Agree” was the most popular answer, receiving 35.3 percent of the votes. “Neutral” was the second most popular response; it received 30.7 percent of the votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 44.2 percent.



Housing Summary

The housing section of the survey had 11 Likert-scale statements. The following graph displays each of these statements and identifies the percentage of respondents who answered “Strongly Agree” or “Agree.” The statements are sorted in descending order.



Utilities and Public Facilities

Question 37a asked respondents, “How would you rate Bellevue’s City Government?” More than 55 percent of the respondents rated the city government as “Good,” 31.9 percent rated it as “Poor,” 7.6 percent selected “Don’t Know,” and 5.4 percent rated city government as “Excellent.”

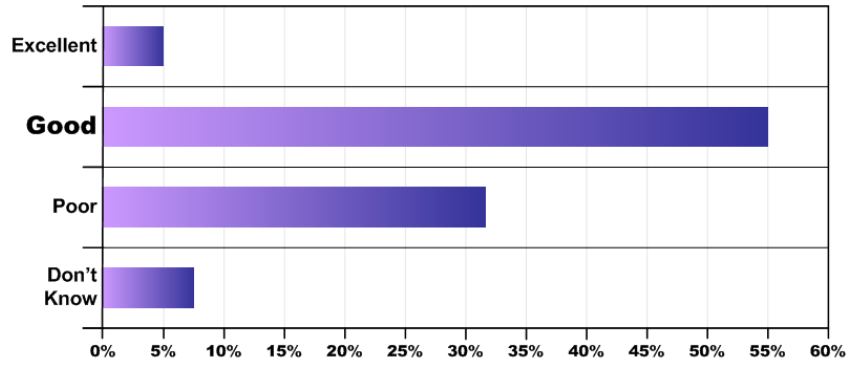
Question 37b asked respondents, “How would you rate Bellevue’s Police Protection?” The most popular answer, “Good,” was selected by 50.5 percent of the respondents. The second most popular answer, “Excellent,” was selected by 41.6 percent of respondents. “Poor” received 3.9 percent of the votes, and “Don’t Know” also received 3.9 percent of the votes.

Question 37c asked respondents, “How would you rate Bellevue’s Fire Station?” “Excellent” was the most popular answer, receiving 44.2 percent of the votes. “Good” was the second most popular response; it received 38.5 percent of the votes. “Poor” received 8.6 percent of the votes, and “Don’t Know” also received 8.6 percent of the votes.

Question 37d asked respondents, “How would you rate Bellevue’s Ambulance Service?” The most popular answer, “Good,” accounted for 40 percent of the votes. The second most popular answer, “Excellent,” received 32.8 percent of the votes. “Don’t Know” received 20.9 percent of the votes, and “Poor” received 6.1 percent of the votes.

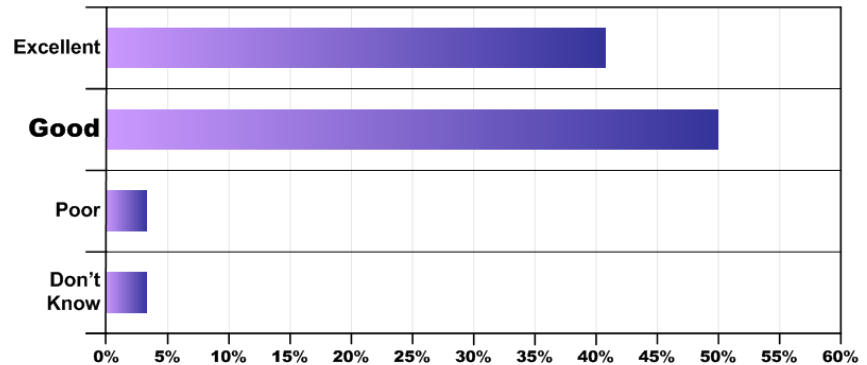
UTILITIES / PUBLIC FACILITIES n = 275

How would you rate Bellevue's City Government?



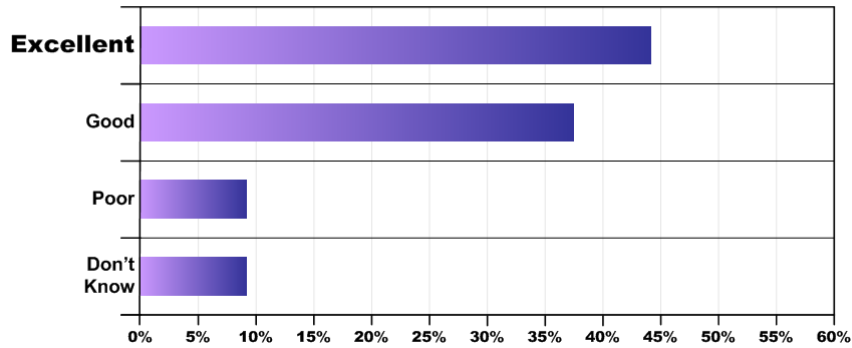
UTILITIES / PUBLIC FACILITIES n = 279

How would you rate Bellevue's Police Protection?



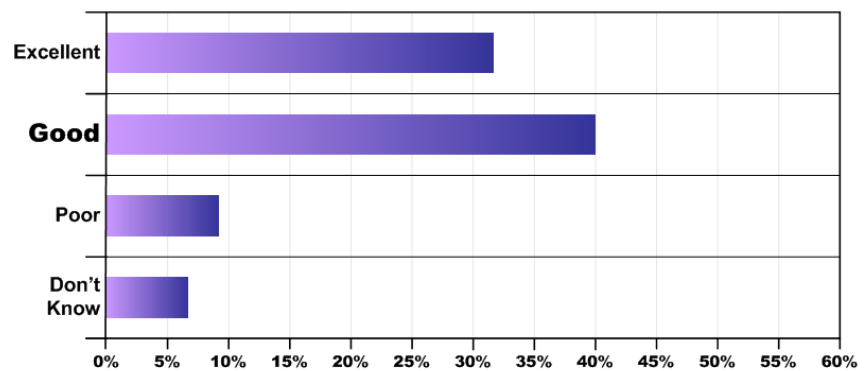
UTILITIES / PUBLIC FACILITIES n = 278

How would you rate Bellevue's Fire Station?



UTILITIES / PUBLIC FACILITIES n = 277

How would you rate Bellevue's Ambulance Service?



Question 37e asked respondents, “How would you rate Bellevue’s Education?” “Excellent” was the most popular answer, receiving 55.9 percent of the votes. “Good” was the second most popular response; it received 37.9 percent of the votes. “Don’t Know” received 4.3 percent of the votes, and “Poor” received 1.8 percent of the votes.

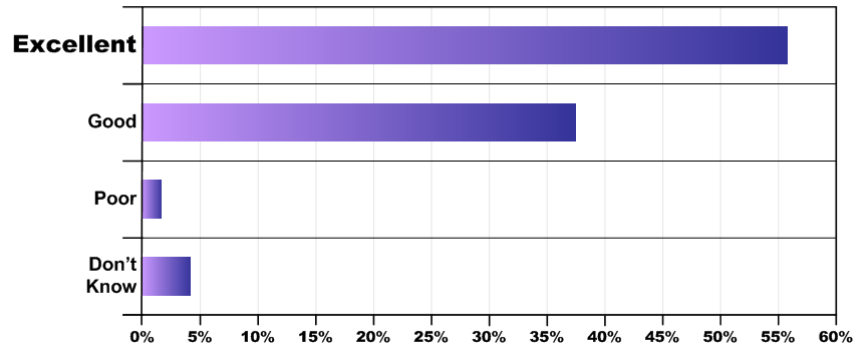
Question 37f asked respondents, “How would you rate Bellevue’s Parks?” The most popular answer, “Good,” accounted for 60.9 percent of the votes. The second most popular answer, “Poor,” received 26.9 percent of the votes. “Excellent” received 9.7 percent of the votes, and “Don’t Know” received 2.5 percent of the votes.

Question 37g asked respondents, “How would you rate Bellevue’s Recreation Programs?” “Good” was the most popular answer, receiving 49.3 percent of the votes. “Poor” was the second most popular answer; it received 27.1 percent of the votes. “Excellent” received 14.5 percent of the votes, and “Don’t Know” also received 14.5 percent of the votes.

Question 37h asked respondents, “How would you rate Bellevue’s Library?” The most popular response, “Good,” received 54.7 percent of the votes. The second most popular response, “Poor,” received 18.7 percent of the votes. “Excellent” received 14 percent of the votes, and “Don’t Know” received 12.6 percent of the votes.

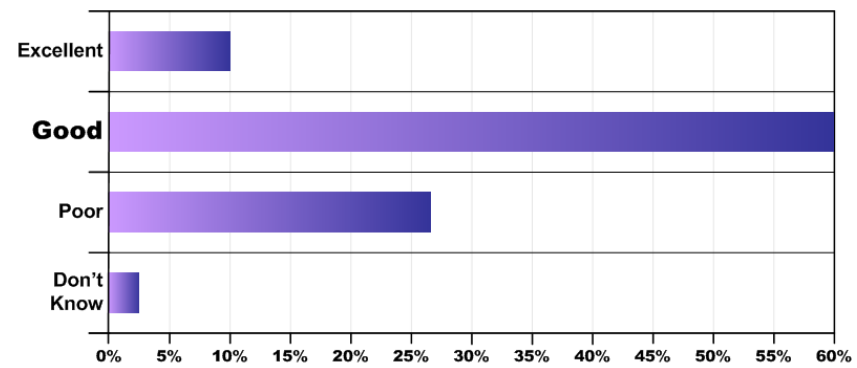
UTILITIES / PUBLIC FACILITIES n = 279

How would you rate Bellevue's Education?



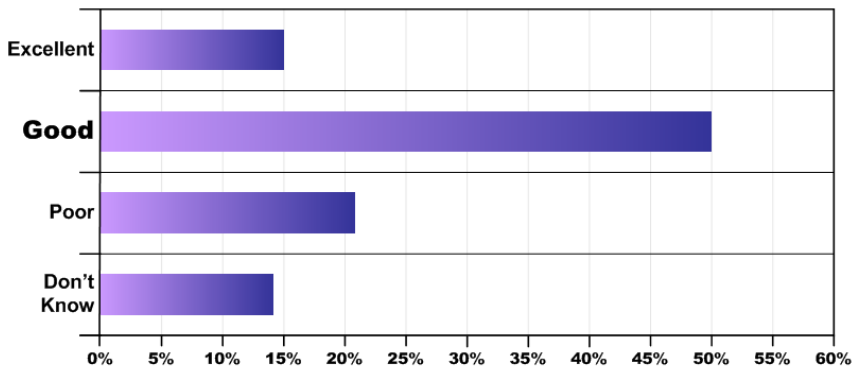
UTILITIES / PUBLIC FACILITIES n = 279

How would you rate Bellevue's Parks?



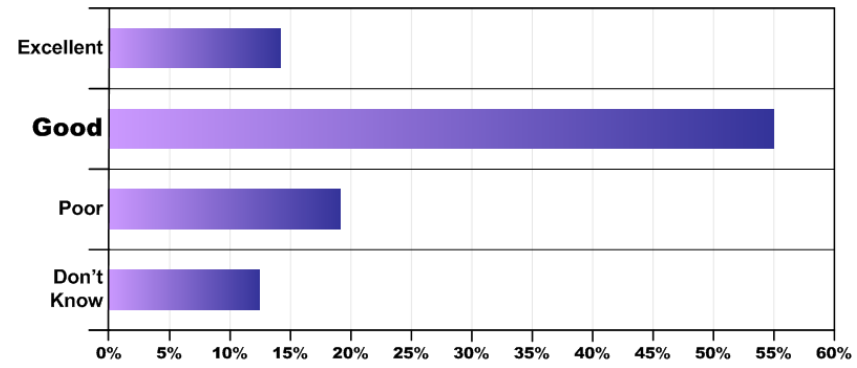
UTILITIES / PUBLIC FACILITIES n = 276

How would you rate Bellevue's Recreation Programs?



UTILITIES / PUBLIC FACILITIES n = 278

How would you rate Bellevue's Library?



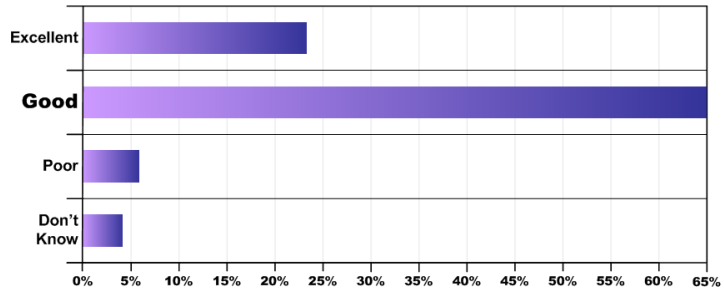
Question 37i asked respondents, “How would you rate Bellevue’s Utilities?” “Good” was the most popular response, receiving 66.5 percent of the votes. “Excellent” was the second most popular response; it received 23.3 percent of the votes. “Poor” received 5.8 percent of the votes, and “Don’t Know” received 4.4 percent of the votes.

Question 37j asked respondents, “How would you rate Bellevue’s Roadways?” The most popular answer, “Good,” accounted for 73.9 percent of the votes. The second most popular response, “Poor,” accounted for 21 percent of the votes. “Excellent” received 4.6 percent of the votes, and “Don’t Know” received 0.3 percent of the votes.

Question 37k asked respondents, “How would you rate Bellevue’s Public Transportation?” “Poor” was the most common response, receiving 60.4 percent of the votes. “Don’t Know” was the second most popular response; it received 27.9 percent of the votes. “Good” was the least popular response, receiving 11.6 percent of the votes.

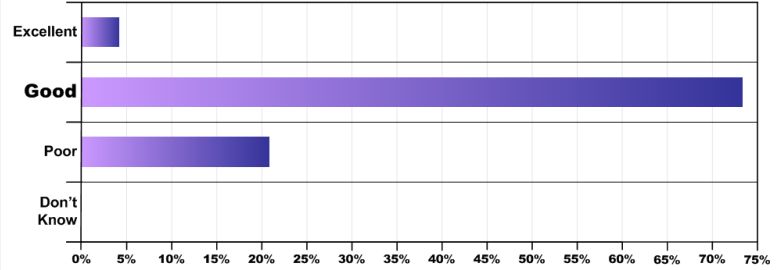
UTILITIES / PUBLIC FACILITIES n = 275

How would you rate Bellevue's Utilities?



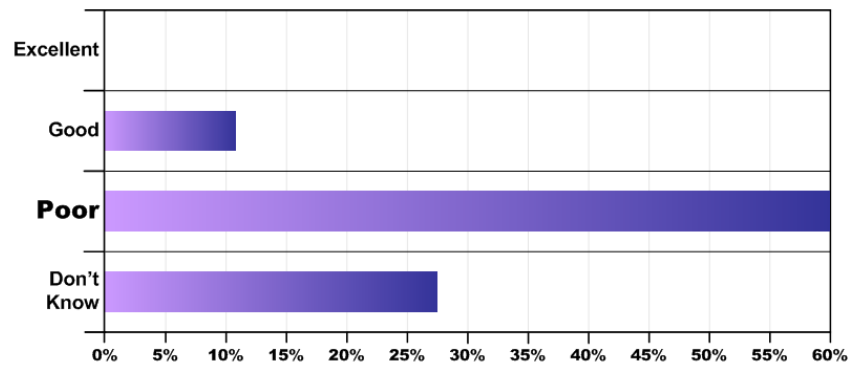
UTILITIES / PUBLIC FACILITIES n = 280

How would you rate Bellevue's Roadways?



UTILITIES / PUBLIC FACILITIES n = 268

How would you rate Bellevue's Public Transportation?



Economic Development

Question 38 asked respondents whether they agreed or disagreed with the following statement: "I believe that an economic development policy that looks to balance economic growth while preserving community character is important." The most popular answer, "Agree," was selected by 45.9 percent of respondents. The second most popular answer, "Strongly Agree," was selected by 40.2 percent of respondents. The percentage of respondents who accepted this statement by selecting either "Agree" or "Strongly Agree" was 86.1 percent.

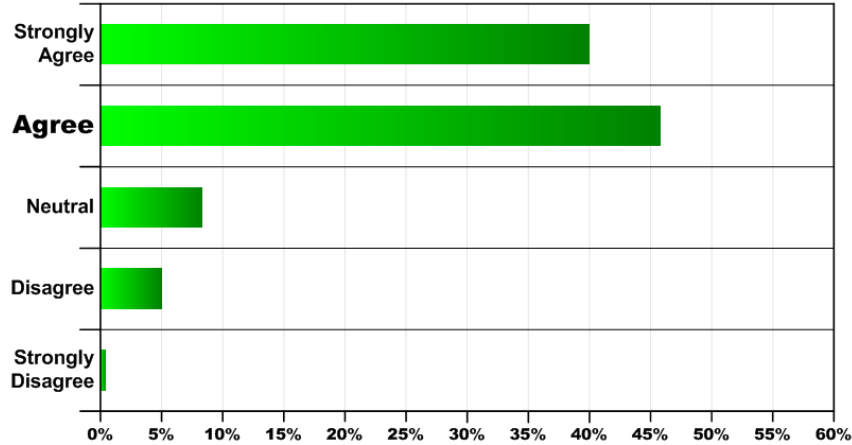
Question 39 asked respondents, "What type[s] of businesses and industries do you believe are the most important for Bellevue to attract?" "Retail Development" was the most popular response, receiving 174 votes. "Professional" was the second most popular response; it received 145 votes. "High Tech Industries" was the third most popular response, receiving 129 votes. "Defense Businesses" was the fourth most popular response, receiving 123 votes.

Question 40 asked respondents, "I believe that the placement of new businesses should occur..." The most popular answer, "Evenly throughout the community," received 58 percent of the votes. The second most popular answer, "West of Highway 75," received 20 percent of the votes. The third most popular response, "East of Highway 75," received 18 percent of the votes. Four percent of the respondents answered "Undecided." No respondents selected "No additional businesses needed."

Question 41 asked respondents whether they agreed or disagreed with the following statement: "I believe that placing new retail, commercial, and industrial development in already established communities is important." "Agree" was the most popular response, receiving 50 percent of the votes. "Strongly Agree" was the second most popular response; it received 21.6 percent of the votes. If we combine the percentages of respondents who answered "Strongly Agree" or "Agree," we find that 71.6 percent of all respondents accepted this statement.

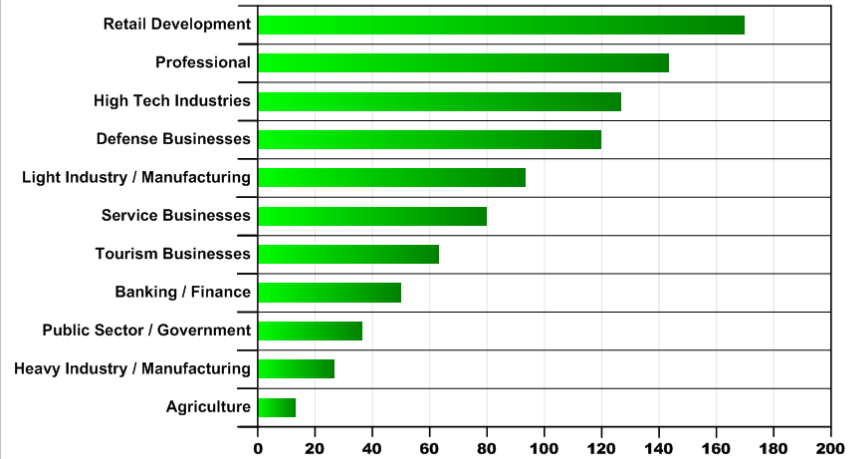
ECONOMIC DEVELOPMENT n = 280

I believe that an economic development policy that looks to balance economic growth while preserving community character is important.



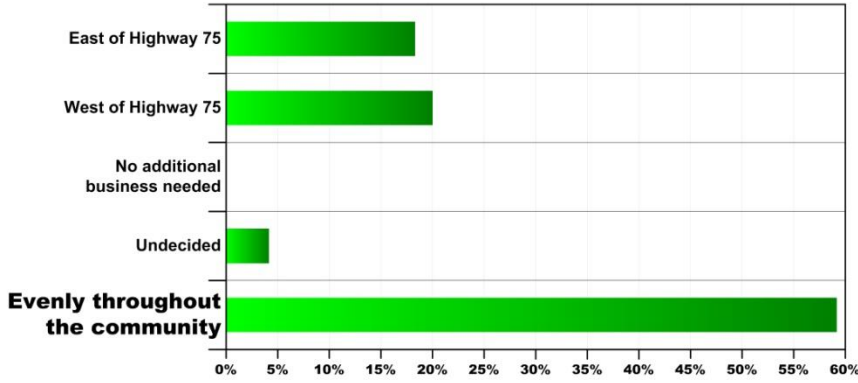
ECONOMIC DEVELOPMENT n = 931

What type of businesses and industries do you believe are the most important for Bellevue to attract?



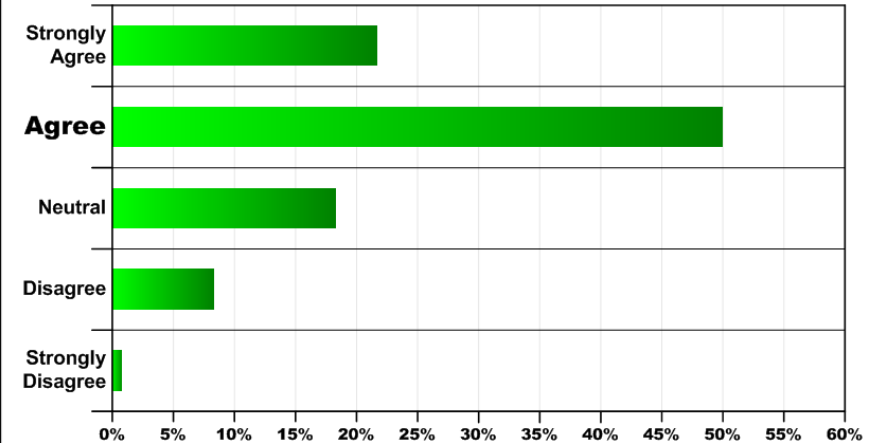
ECONOMIC DEVELOPMENT n = 50

I believe that the placement of new businesses should occur...



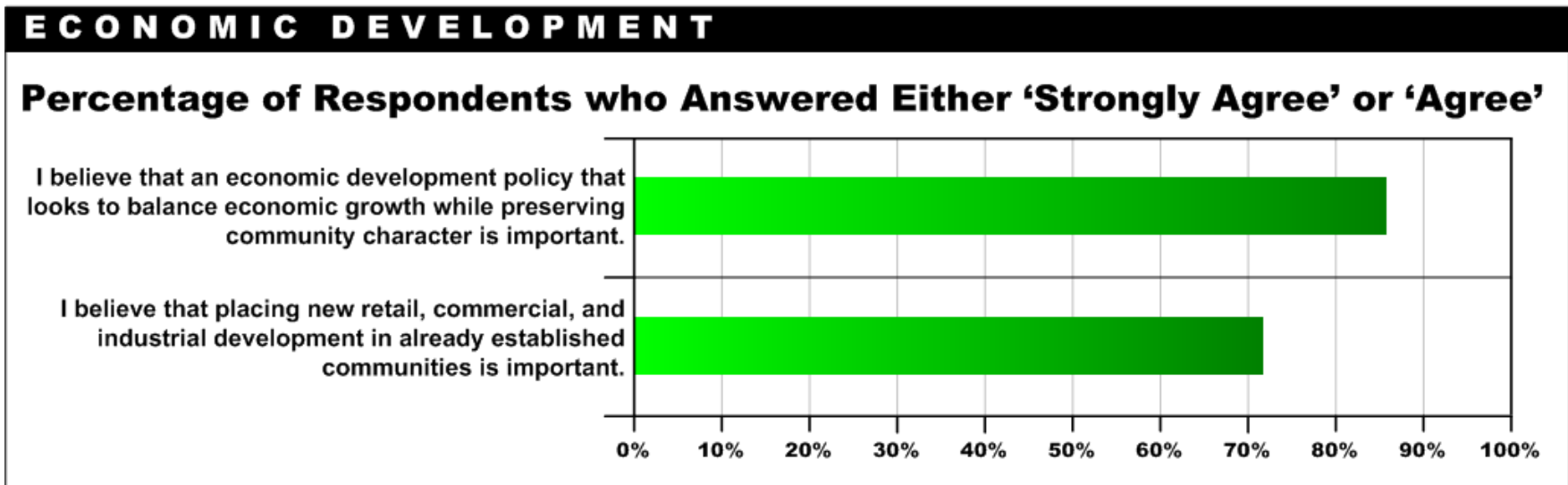
ECONOMIC DEVELOPMENT n = 278

I believe that placing new retail, commercial, and industrial development in already established communities is important.



Economic Development Summary

The economic development section of the survey had two Likert-scale statements. The following graph displays both of these statements and identifies the percentage of respondents who answered “Strongly Agree” or “Agree.” The statements are sorted in descending order.



Neighborhoods

Question 42 asked respondents whether they agreed or disagreed with the following statement: “I believe that neighborhood designs that support a range of transportation choices is important. For example, the ability to walk to school and the local grocery store, or having close access to bike trails.” The most popular response, “Agree,” was selected by 46.6 percent of respondents. The second most popular response, “Strongly Agree,” was selected by 38.6 percent of respondents. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 85.2 percent.

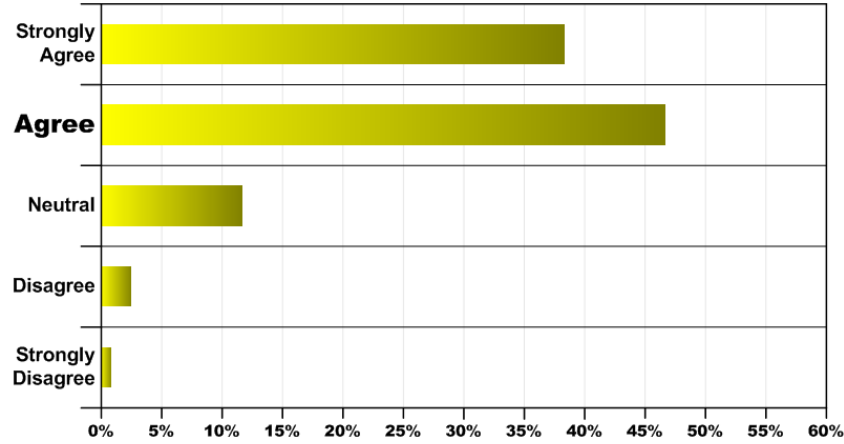
Question 43 asked respondents whether they agreed or disagreed with the following statement: “I believe that connecting commercial and retail areas with surrounding residential developments is important.” “Agree,” the most popular response, was selected by 45.8 percent of respondents. “Strongly Agree,” the second most popular response, was selected by 24.9 percent of respondents. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 70.7 percent.

Question 44 asked respondents whether they agreed or disagreed with the following statement: “I believe that a diversity of housing styles in Bellevue neighborhoods is important.” The most popular response, “Agree,” was selected by 51.3 percent of the respondents. The second most popular response, “Strongly Agree,” was selected by 28.5 percent of the respondents. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 79.8 percent.

Question 45 asked respondents whether they agreed or disagreed with the following statement: “I believe that having a variety of public green spaces within walking distance of Bellevue neighborhoods is important.” “Agree” was the most popular selection, receiving 51.6 percent of the votes. “Strongly Agree” was the second most popular response; it received 40.1 percent of the votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 91.7 percent.

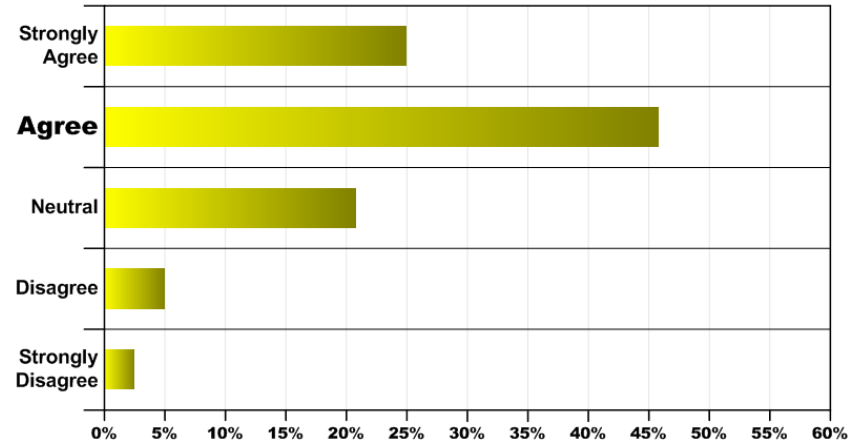
NEIGHBORHOODS n = 277

I believe that neighborhood designs that support a range of transportation choices is important.



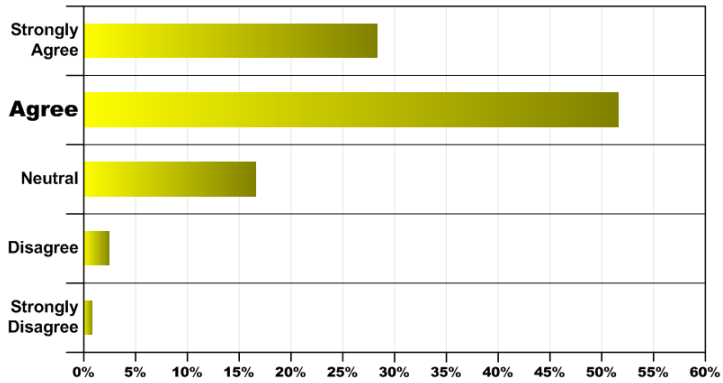
NEIGHBORHOODS n = 277

I believe that connecting commercial and retail areas with surrounding residential developments is important.



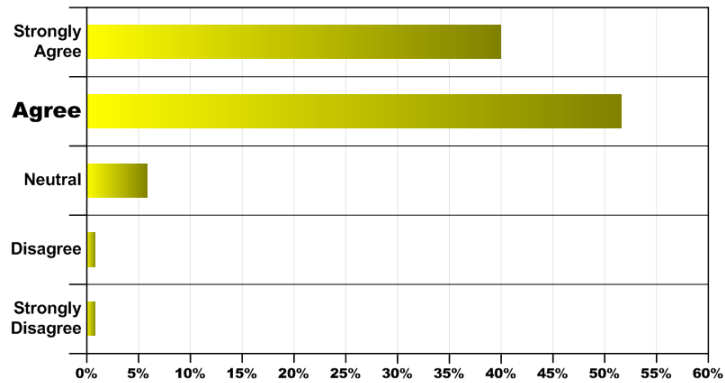
NEIGHBORHOODS n = 277

I believe that a diversity of housing styles in Bellevue neighborhoods is important.



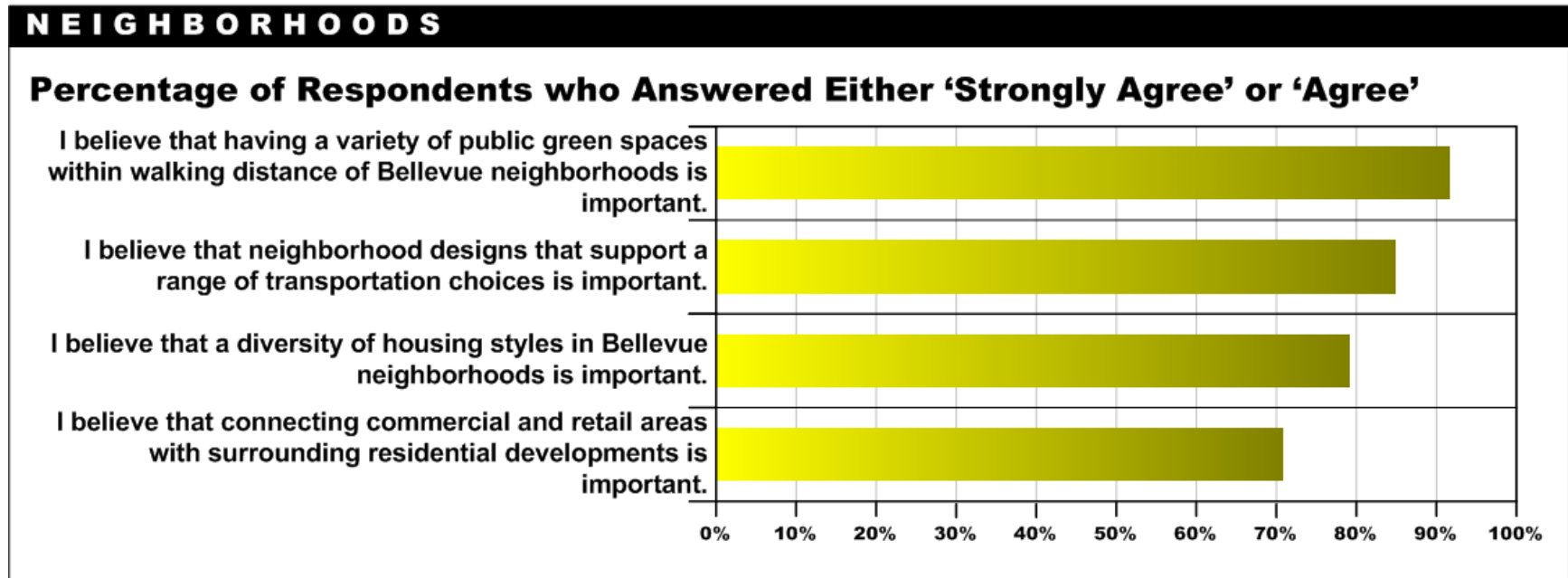
NEIGHBORHOODS n = 314

I believe that having a variety of public green spaces within walking distance of Bellevue neighborhoods is important.



Neighborhood Summary

The neighborhood section of the survey had four Likert-scale statements. The following graph displays each of these statements and identifies the percentage of respondents who answered either “Strongly Agree” or “Agree.” The statements are sorted in descending order.



Community Appearance

Question 46 asked respondents whether they agreed or disagreed with the following statement: “The design and appearance of new buildings in my community is important.” The most popular response, “Agree,” received 47.2 percent of the votes. The second most popular response, “Strongly Agree,” was selected by 46.1 percent of the votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 93.3 percent.

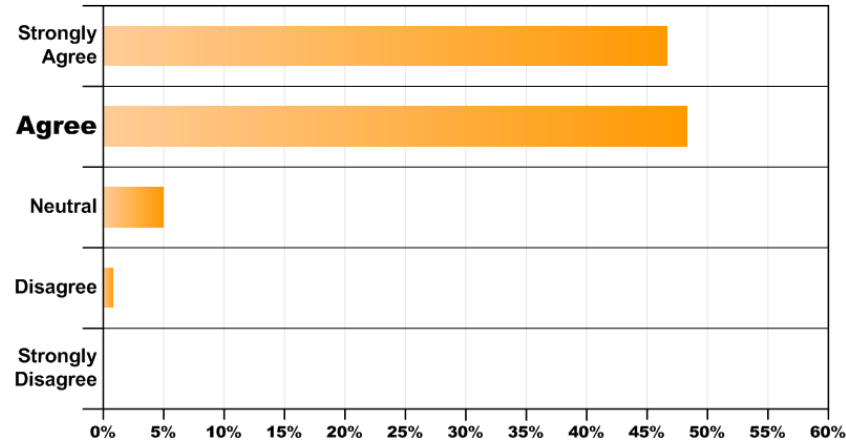
Question 47 asked respondents whether they agreed or disagreed with the following statement: “The design and appearance of new commercial or advertising signs in my community is important.” “Strongly Agree” was the most popular response, receiving 48.7 percent of the votes. “Agree” was the second most popular response; it received 40.9 percent of the votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 89.6 percent.

Question 48 asked respondents whether they agreed or disagreed with the following statement: “I believe that establishing design standards for future commercial and retail developments is important.” The most popular answer, “Strongly Agree,” received 49.2 percent of the votes. The second most popular answer, “Agree,” received 43.3 percent of the votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 92.5 percent.

Question 49 asked respondents whether they agreed or disagreed with the following statement: “I believe that building of community identity by revitalizing main streets and enforcing design standards is important.” “Agree” was the most popular answer, receiving 45.1 percent of the votes. “Strongly Agree” was the second most popular response; it received 43.3 percent of the votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 88.4 percent.

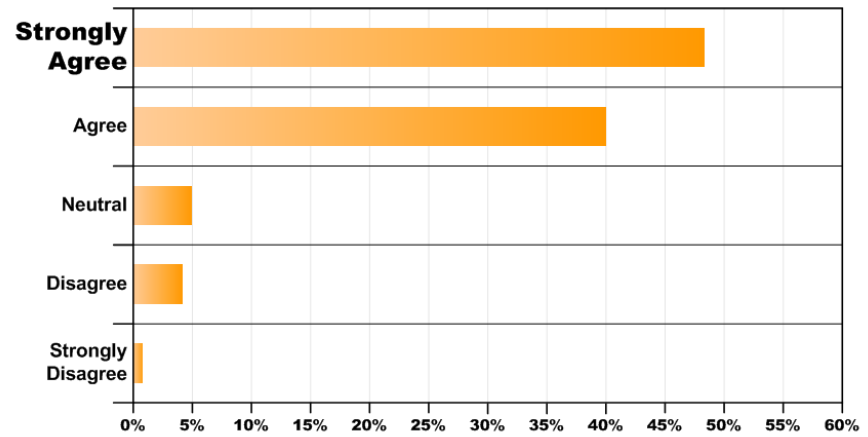
COMMUNITY APPEARANCE n = 269

The design and appearance of new buildings in my community is important.



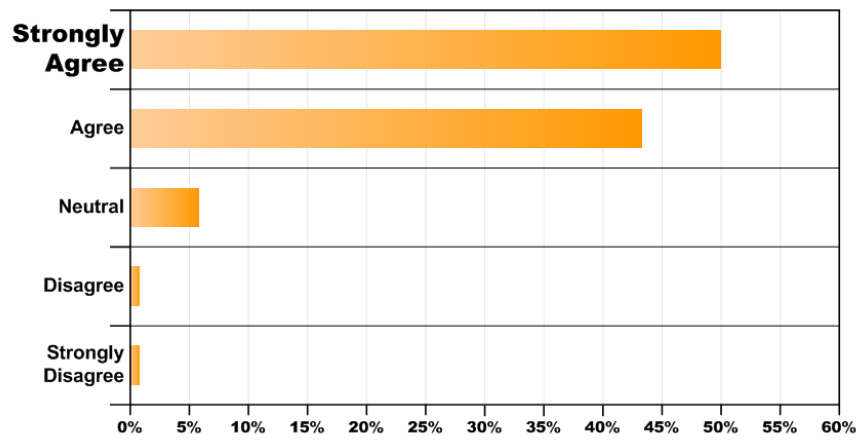
COMMUNITY APPEARANCE n = 269

The design and appearance of new commercial or advertising signs in my community is important.



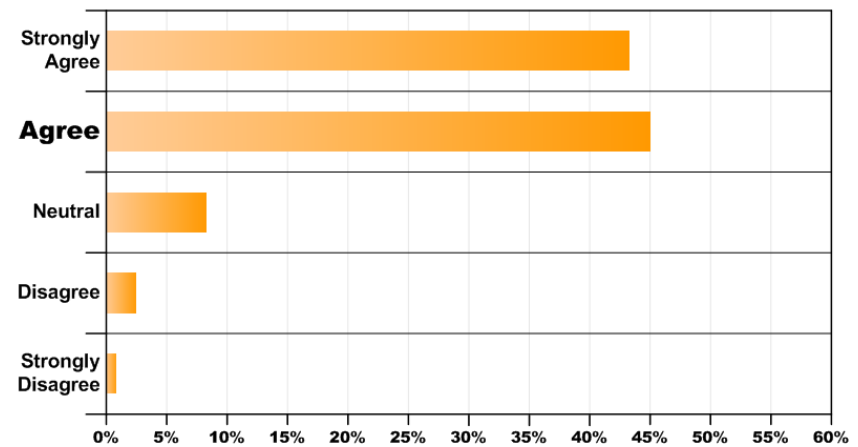
COMMUNITY APPEARANCE n = 268

I believe that establishing design standards for future commercial and retail developments is important.



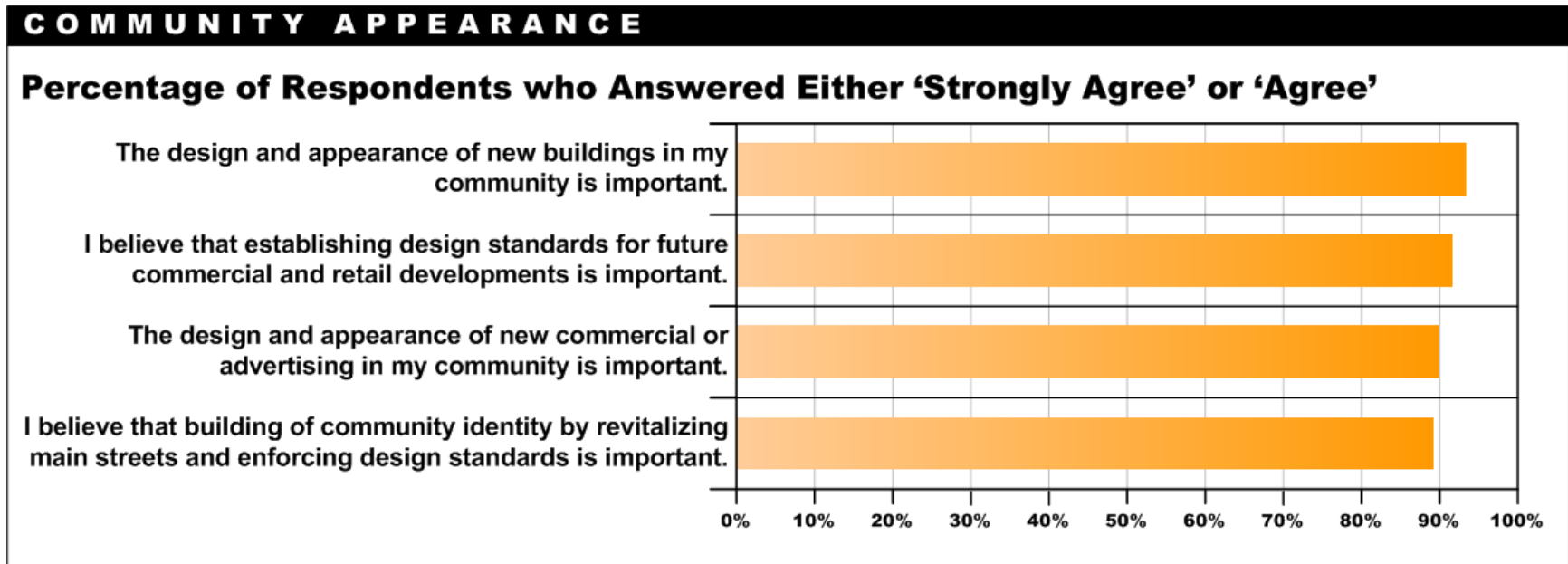
COMMUNITY APPEARANCE n = 268

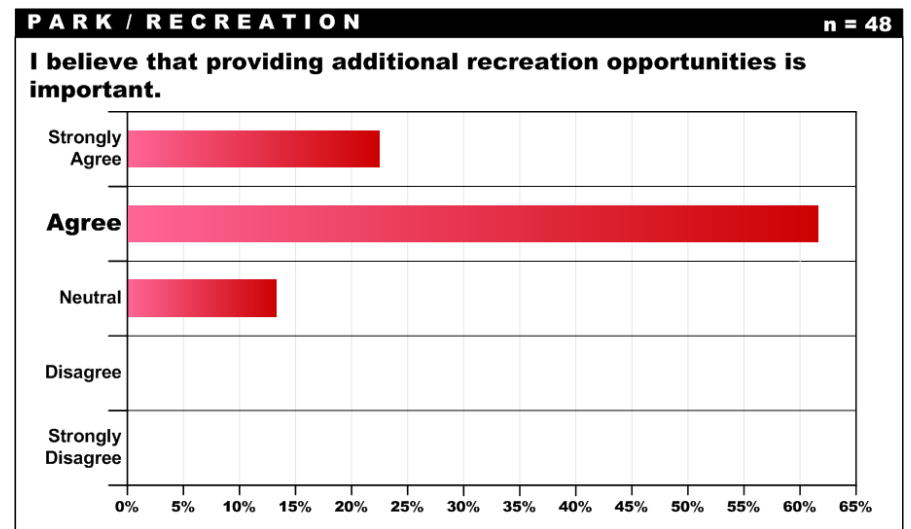
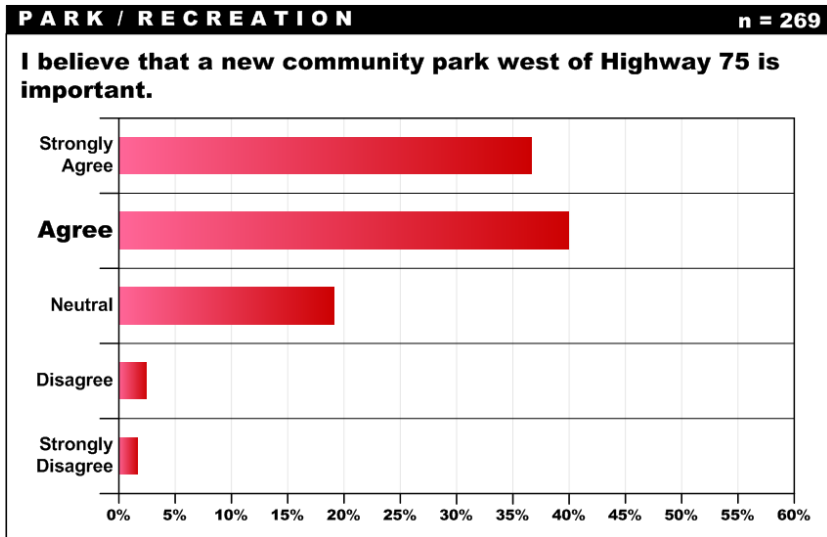
I believe that building of community identity by revitalizing main streets and enforcing design standards is important.



Community Appearance Summary

The community appearance section of the survey had four Likert-scale statements. The following graph displays each of these statements and identifies the percentage of respondents who answered either “Strongly Agree” or “Agree.” The statements are sorted in descending order.



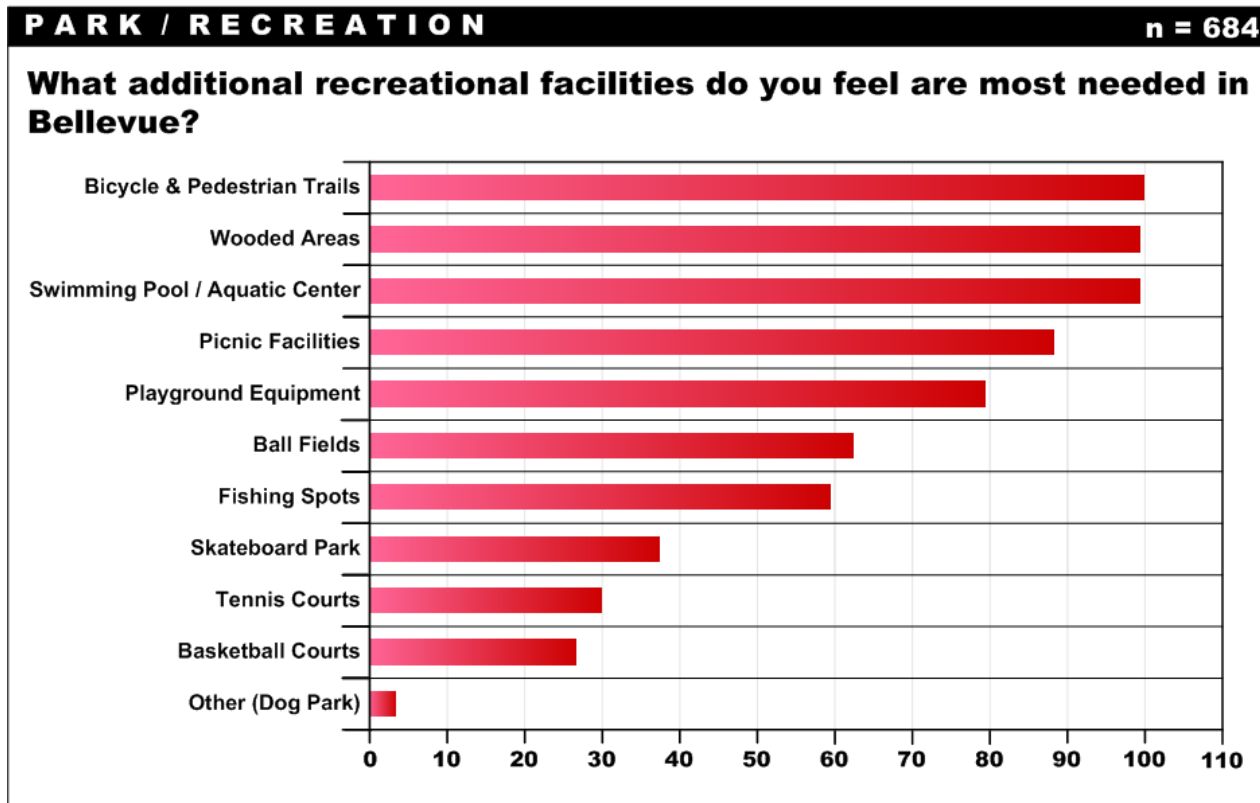


Parks and Recreation

Question 50 asked respondents whether they agreed or disagreed with the following statement: “I believe that a new community park west of Highway 75 is important.” The most popular response, “Agree,” was selected by 40.1 percent of respondents. The second more popular response, “Strongly Agree,” was selected by 36.4 percent of respondents. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 76.5 percent.

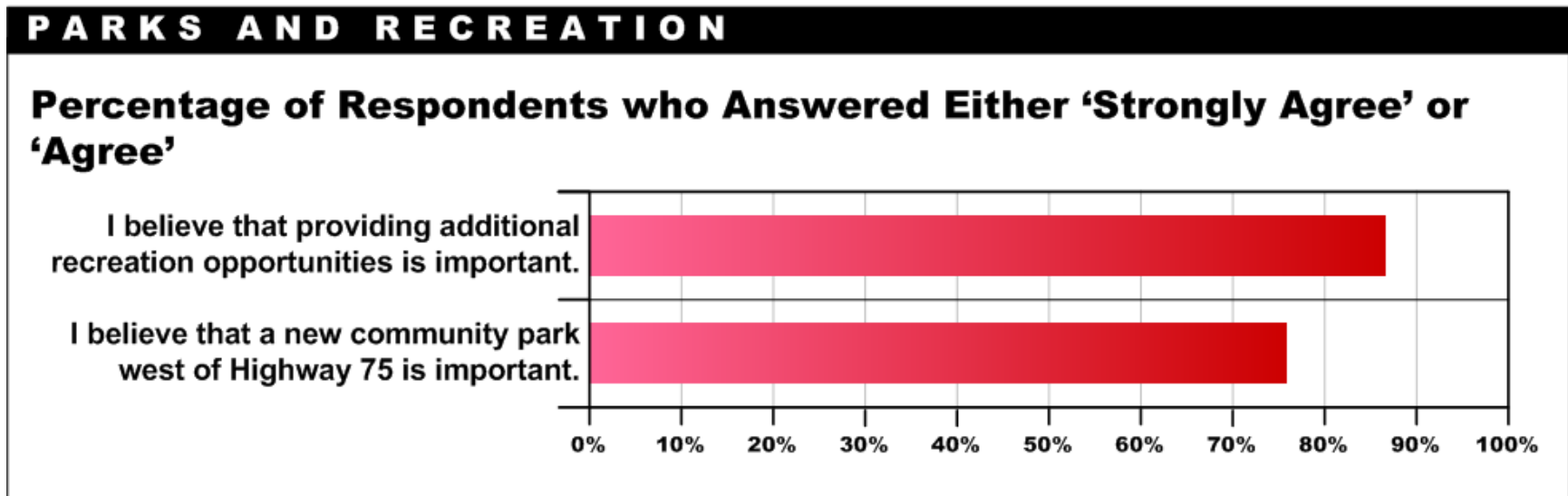
Question 51 asked respondents whether they agreed or disagreed with the following statement: “I believe that providing additional recreation opportunities is important.” “Agree” received the most responses, accounting for 62.7 percent of the votes. “Strongly Agree” was the second most popular choice; it received 23.5 percent of the votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 86.2 percent.

Question 52 asked respondents, “What additional recreational facilities do you feel are most needed in Bellevue?” “Bicycle and Pedestrian Trails” was the most popular response, receiving 100 votes. “Wooded Areas” was the second most popular response; it received 99 votes. “Swimming Pool / Aquatic Center” was the third most popular response, receiving 99 votes. The most popular suggestion that wasn’t provided was a dog park, with four votes.



Parks and Recreation Summary

The parks and recreation section of the survey had two Likert-scale statements. The following graph displays both of these statements and identifies the percentage of respondents who answered either “Strongly Agree” or “Agree.” The statements are sorted in descending order.



Miscellaneous

Question 53 asked respondents whether they agreed or disagreed with the following statement: “I believe that coordination and cooperation among nearby units of government is important.” The most popular response, “Strongly Agree,” was selected by 53.7 percent of the respondents. The second most popular response, “Agree,” was selected by 42.4 percent of the respondents. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 96.1 percent.

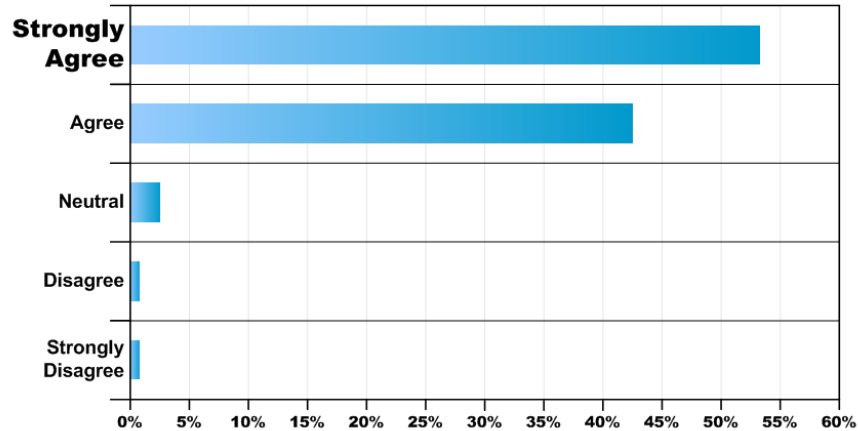
Question 54 asked respondents whether they agreed or disagreed with the following statement: “I would be willing to pay additional property taxes or general obligation bonds to pay for improvements to EXISTING community facilities and services.” “Agree” was the most popular response and accounted for 38.3 percent of respondents. “Neutral” was the second most popular response and accounted for 27.3 percent of respondents. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 45.7 percent.

Question 55 asked respondents whether they agreed or disagreed with the following statement: “I would be willing to pay additional property tax or general obligation bonds to pay for the provision of ADDITIONAL community facilities and services.” The most popular response, “Agree,” received 39.8 percent of the votes. The second most popular response, “Neutral,” received 24.8 percent of the votes. The percentage of respondents who accepted this statement by selecting either “Agree” or “Strongly Agree” was 49.2 percent.

Question 56 asked respondents, “Which theme do you believe best describes Bellevue?” “Offutt / Military / Space” was the most popular answer, receiving 64.6 percent of the votes. “Historic City” received 21.3 percent of the votes, “River City” received 7.9 percent of the votes, “Woodlands” received 4.2 percent of the votes, and “Prairie” received 1.9 percent of the votes.

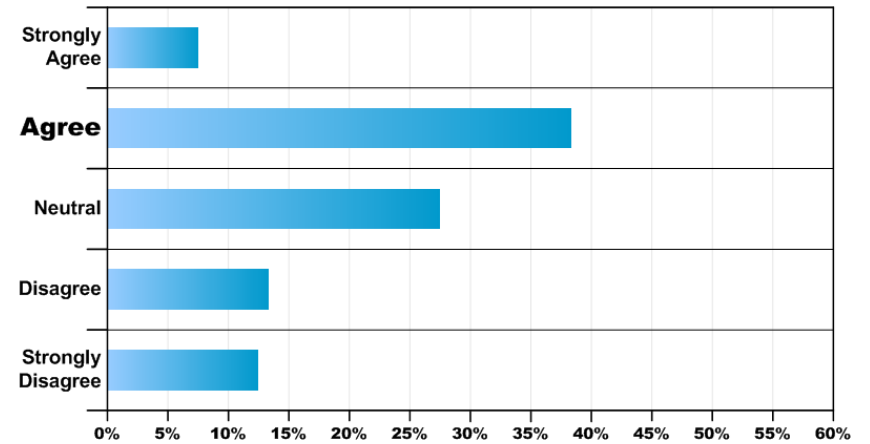
MISCELLANEOUS n = 257

I believe that coordination and cooperation among nearby units of government is important.



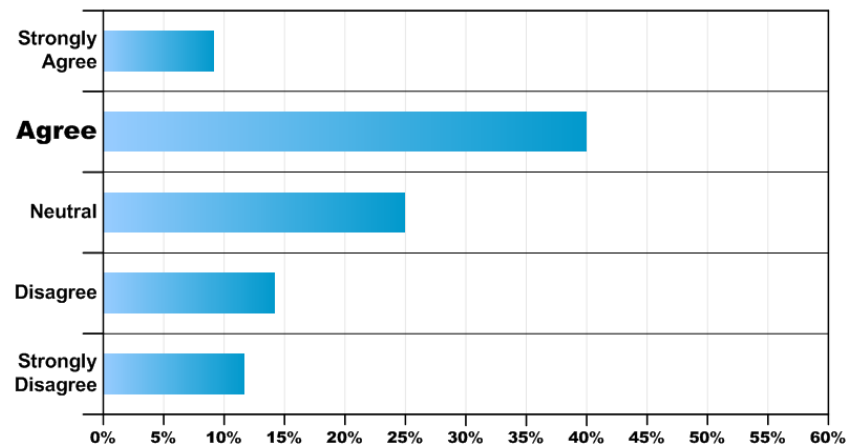
MISCELLANEOUS n = 256

I would be willing to pay additional property taxes or general obligation bonds to pay for improvements to EXISTING community facilities and services.



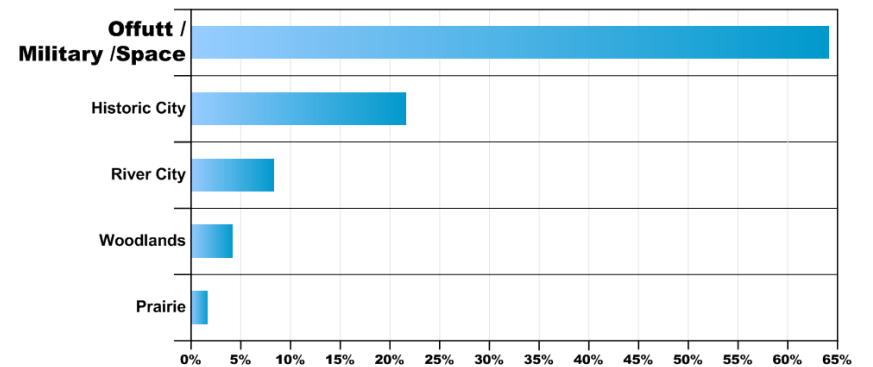
MISCELLANEOUS n = 254

I would be willing to pay additional property taxes or general obligation bonds to pay for the provision of ADDITIONAL community facilities and services.



MISCELLANEOUS n = 263

Which theme do you believe best describes Bellevue?



The “Most Popular Survey Items” graph identifies the top 10 questions that received the most amount of support. Level of support was measured by the percentages of respondents who answered either “Strongly Agree” or “Agree.”

“I believe that coordination and cooperation among nearby units of government is important” was the most popular items within the survey. Approximately 95 percent of respondents selected either “Agree” or “Strongly Agree” for this statement. Respondents seemed to strongly support better regional planning coordination.

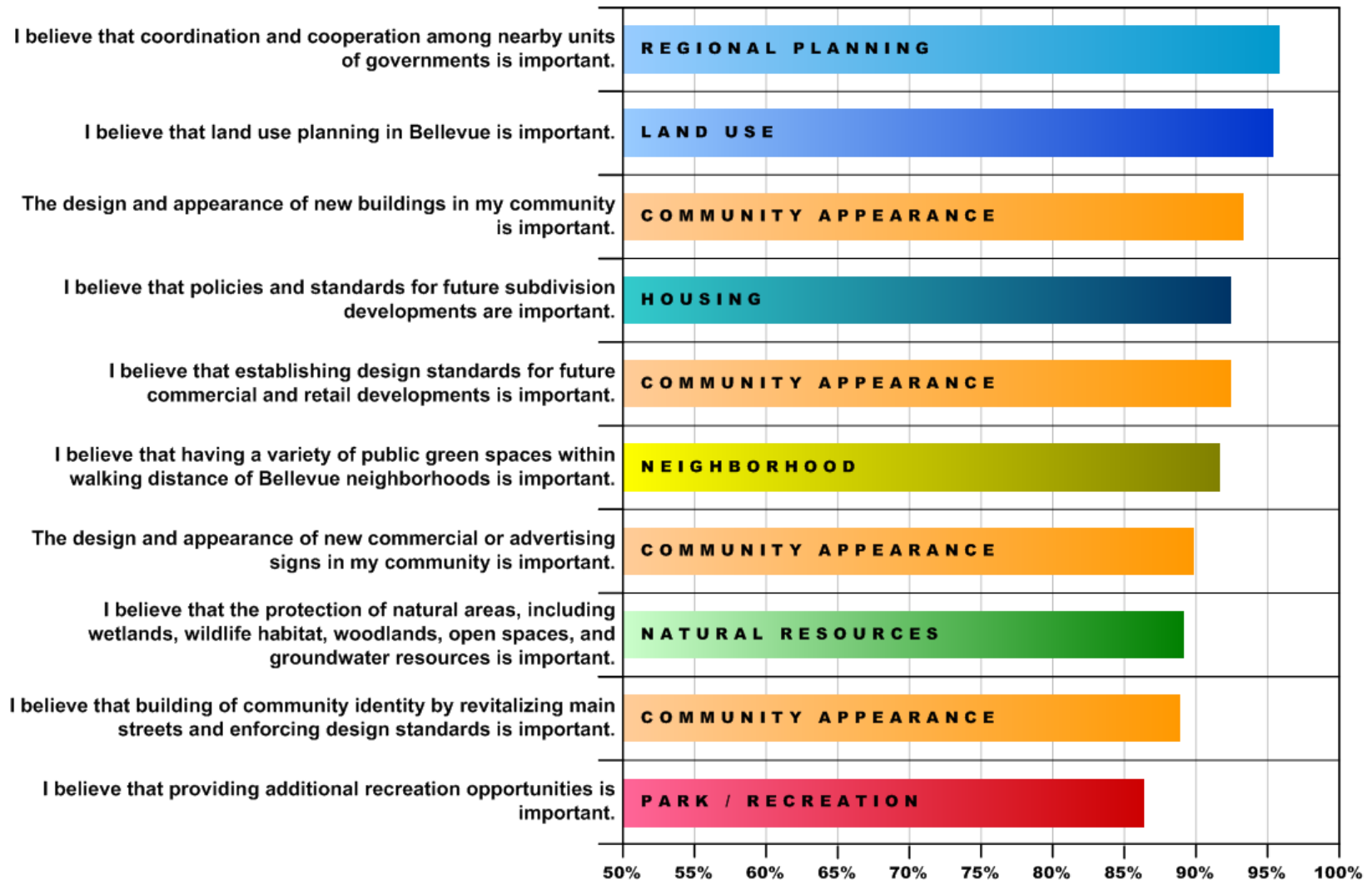
“I believe that land use planning in Bellevue is important” was the second most popular survey item. Nearly 96 percent of all survey respondents indicated that they either “Agree” or “Strongly Agree” with this statement.

“The design and appearance of new buildings in my community is important” was the third most popular item in the survey. Nearly 94 percent of survey respondents selected either “Agree” or “Strongly Agree.”

In addition to sorting the most popular survey items, this graph also identifies the category of each popular survey question. Perhaps surprisingly, 4 of the top 10 survey items fall within the community appearance category. The respondents appear to strongly support an enhanced community appearance and design standards for residential and commercial developments. The results of the survey indicate that Bellevue residents want to live in a distinctive and attractive community that emphasizes and values regional planning efforts. The issues that garnered support in the survey give us an insight into the values, visions, and goals of the Bellevue community. The survey results will be used as an input in the design of Bellevue’s proposed future land-use development concept.

MOST POPULAR SURVEY ITEMS

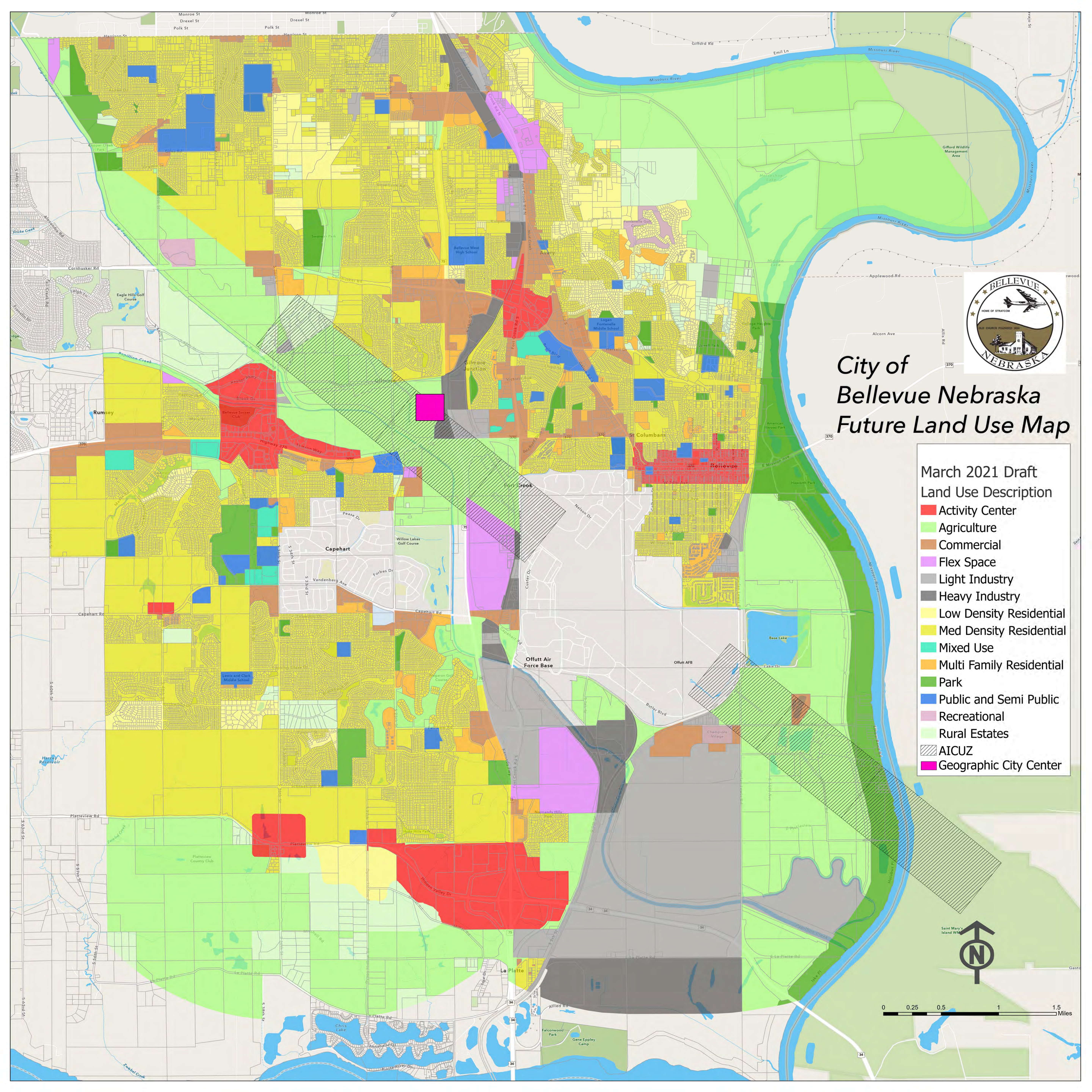
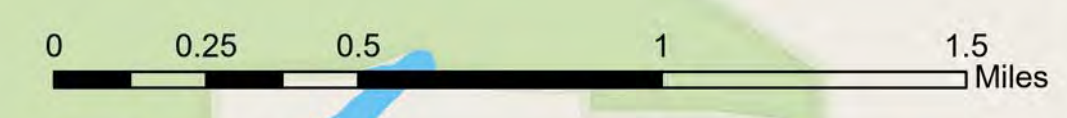
Percentage of Respondents who Answered Either 'Strongly Agree' or 'Agree'





City of Bellevue Nebraska Future Land Use Map

- March 2021 Draft
Land Use Description
- Activity Center
 - Agriculture
 - Commercial
 - Flex Space
 - Light Industry
 - Heavy Industry
 - Low Density Residential
 - Med Density Residential
 - Mixed Use
 - Multi Family Residential
 - Park
 - Public and Semi Public
 - Recreational
 - Rural Estates
 - AICUZ
 - Geographic City Center



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: Tammi Palm, Planning Manager		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve the 2021 Comprehensive Plan update.

SYNOPSIS/BACKGROUND:

The Planning Department periodically reviews and updates the Comprehensive Plan to keep up-to-date with development in the City's zoning jurisdiction. The attached memo details the proposed updates.

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: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Commission and Planning Department are both recommending approval of this Comprehensive Plan update.

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Proposed Resolution
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Brad Rollins
Tammi Palm
[Signature]

RESOLUTION 2021-06

WHEREAS, the City of Bellevue is required to adopt a Comprehensive Development Plan in order to enact zoning regulations; and

WHEREAS, the City of Bellevue adopted the 2018 Comprehensive Development Plan on October 22, 2018 with Resolution 2018-33; and

WHEREAS, the City of Bellevue Planning Department periodically reviews the Comprehensive Development Plan and makes recommendations for updates which are attached to this Resolution as Exhibit "A"; and

WHEREAS, the City of Bellevue Planning Commission has held a public hearing and has recommended that the City Council adopt the 2021 Comprehensive Development Plan update; and

WHEREAS, the City of Bellevue City Council has held a public hearing regarding the 2021 Comprehensive Development Plan update.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue that the 2021 Comprehensive Development Plan update is hereby adopted as the guide for future growth and development within the City of Bellevue and its extra-territorial zoning jurisdiction.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: CDBG/Finance Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve and execute the CDBG-CV Round 3 Grant Agreement and Funding Approval in the amount of \$219,290.00

SYNOPSIS/BACKGROUND:

The City of Bellevue received a special allocation during round three of CDBG-CV funding through the CARES Act for the prevention of, preparation for, and response to COVID-19 coronavirus. The City prepared a substantial amendment to the 2019 Action Plan for the CDBG-CV funding which was approved by the City Council on January 28, 2021. Following submittal for review, HUD has approved the substantial amendment and provided a funding agreement for the City's approval. To receive the CDBG-CV Round 3 funding, the City must execute and return the funding agreement to HUD. Once the agreement is executed and the environmental review is complete, the CDBG-CV funding will be available for expenditure.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="YES"/>	COUNTER-PARTY: <input type="text" value="HUD"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text" value="HUD CDBG-CV Round 3 Grant"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="08/17/2020"/>	CONTRACT TERM: <input type="text" value="6 years"/>	CONTRACT END DATE: <input type="text" value="08/16/2026"/>
PROJECT NAME: <input type="text" value="Specific projects will be named following release of funds"/>		
START DATE: <input type="text" value="08/17/2020"/>	END DATE: <input type="text" value="08/16/2026"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text" value="YES"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text" value="CDBG-COVID-3-1920.."/>	ACCOUNT NUMBER: <input type="text" value="60/1903/1920../450"/>	

RECOMMENDATION:

Approve and execute the agreement.

ATTACHMENTS:

- | | | |
|--|---|---|
| 1. <input type="text" value="HUD Letter - CDBG-CV R3 Approval"/> | 2. <input type="text" value="Funding Agreement Form HUD-7082"/> | 3. <input type="text" value="CDBG-CV R3 Projects"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. Rollins


Funding Approval/Agreement


Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Bellevue	3a. Grantee's 9-digit Tax ID Number 476006099	3b. Grantee's 9-digit DUNS Number 054156260
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1500 Wall Street Bellevue, NE 68005-5237	4. Date use of funds may begin (mm/dd/yyyy) 08/17/2020	
	5a. Project/Grant No. 1 B-20-MW-31-0003	6a. Amount Approved \$422,032
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Francis T. Severin	Grantee Name (Contractual Organization) Bellevue (City Of Bellevue)
Title Director, Community Planning and Development Division	Title
Signature  Digitally signed by: Francis Tim Severin Date: 2021.02.18 14:41:05 -06'00'	Date (mm/dd/yyyy) 2/18/2021
Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 01/29/2021	10. check one <input type="checkbox"/> a. Orig. Funding Approval <input checked="" type="checkbox"/> b. Amendment Amendment Number 1
		9b. Date Grantee Notified (mm/dd/yyyy) 02/18/2021	
9c. Date of Start of Program Year (mm/dd/yyyy) 10/01/2020			
11. Amount of Community Development			
Block Grant		FY (2020)	
a. Funds Reserved for this Grantee	\$422,032		
b. Funds now being Approved	\$219,290		
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only Region 7, Field Office 26, Appropriation 860/20162, PAS Code ECV, Source Year 2020 (3)

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
-------------------------------	---------------------------------	--------------	------------------	------------	-------------

Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.
- 2) The grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- 3) The Grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- 4) The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).
- 5) The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be six years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end six years later, on the month and day specified in item 4. The Grantee shall not incur any obligations to be paid with the Funding Assistance after this period of performance.
- 6) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Funding Approval/Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Funding Approval/Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering		Direct
<u>Department/Agency</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- 7) In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

- 8) The grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- 9) The Grantee or unit of general local government that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

- 10) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- 11) CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source – This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).



U.S. Department of Housing and Urban Development

Omaha Field Office
Edward Zorinsky Building
1616 Capitol Avenue, Suite 329
Omaha, Nebraska 68102-4908

February 18, 2021

Honorable Rusty Hike
Mayor of Bellevue
1500 Wall Street
Bellevue, NE 68005

Dear Mayor Hike:

SUBJECT: CARES Act Award Transmittal

The Omaha Field Office would like to thank you for your continued diligence in responding to the coronavirus crisis. The Coronavirus Aid, Relief and Economic Security (CARES) Act provides funding to enable your community to prevent, prepare for, and respond to coronavirus through providing quality subsidized housing and expanding economic opportunities for low-and moderate-income persons through Department of Housing and Urban Development (HUD) programs.

Your community has been awarded CARES Act funding as noted below. You will need to execute a grant agreement amendment for any subsequent rounds of funding in addition to the original grant agreement for Round 1 program funds.

One grant agreement or grant agreement amendment, as applicable, is attached for each program awarded as follows:

Community Development Block Grant Program (CDBG-CV) Round 3 \$ 219,290.00

Transmittal of a grant agreement or grant agreement amendment does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as the grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed grant agreement is a legally binding agreement.

CARES Act Provisions

The CARES Act awards follow the existing regulations for each program, with additional flexibilities and suspensions that have been provided by HUD as well as those that will be outlined in forthcoming applicable program Notices. Access the current waiver memoranda on HUD.gov here: https://www.hud.gov/program_offices/comm_planning. The Federal Register Notices for each program are posted on the HUD website as listed below:

- CDBG-CV Notice: https://www.hud.gov/sites/dfiles/CPD/documents/CDBG-CV_Note_Federal_Register_Publication_2002-08.pdf
- ESG-CV Notice: <https://www.hud.gov/sites/dfiles/OCHCO/documents/20-08cpdn.pdf>
- HOPWA-CV Notice: <https://www.hud.gov/sites/dfiles/OCHCO/documents/2020-05cpdn.pdf>

Administrative Guidelines

Electronic signatures and email transmission are approved for the following:

- Grant agreements
- Grant agreement amendments
- IDIS Online Access Request Form (HUD 27055)
- Request for Release of Funds
- Direct Deposit Sign-Up form (SF-1199A)

The Chief Elected Official and/or designee should execute two (2) copies of each attached grant agreement or grant agreement amendment, as applicable. To establish a Line of Credit for the supplemental CARES Act funds, it will be necessary for your agency to sign, execute and return one (1) copy of each Grant Agreement. Electronic signature and email submission of the agreement to the field office is approved. Return one (1) copy of each agreement or amendment to this office to the attention of Tim Severin, Director, Community Planning and Development Division. Please ensure the signatory signs the CDBG-CV grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG-CV Funding Approval/Agreement should **not** be electronically signed in box 12c. Maintain a copy of each agreement with the original signature on site in your program files.

If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055), which can be signed and notarized electronically. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed electronically by your financial institution and returned to this office by email with a copy of a voided check.

You are reminded that these grants are subject to the provisions of 24 CFR Part 58 Environmental Review Procedures unless requirements are waived through the CARES Act. Funds for covered activities may not be obligated or expended until HUD has approved the release of funds. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required. Updated procedures are available at <https://www.hudexchange.info/news/office-of-environment-and-energy-guidance-in-response-to-covid-19/>.

Thank you for your efforts in supporting community needs in order to prevent, prepare for and respond to coronavirus, and we are available to assist you in accomplishing your programs goals. If you have any questions or need further information or assistance, please contact Ms. Terry Inserra, Senior Community Planning and Development Representative, at (402) 492-3141 or Terry.L.Inserra@hud.gov.

Sincerely,



Digitally signed by:
Francis Tim Severin
Date: 2021.02.18
14:37:22 -06'00'

Tim Severin
Director
Community Planning and
Development Division

Enclosures

CDBG-CV ROUND 3 APPROVED PROJECTS

Applicant/Project	Recommended Funding
<i>Public Services</i>	
Housing Foundation for Sarpy County – COVID-19 Housing Assistance Request funding to assist low- and moderate-income households affected by the COVID-19 pandemic with rental and mortgage payments to prevent homelessness.	\$ 145,479.00
Bellevue Public School Foundation – COVID-19 PPE Emergency Assistance Request funding to assist with the purchase of personal protective equipment for personnel and students at each school in the Bellevue school district for the protects of all and prevention of spread of the virus.	\$ 8,904.00
All Communities Outreach Service – COVID-19 Companionship and Outreach Program Request funding to 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.	\$ 29,907.00
<i>Administration and Planning</i>	
City of Bellevue - Administration Request funding for general management, oversight, and staff expense for the CDBG-CV program.	\$ 35,000.00
Total CDBG Funding	
\$ 219,290.00	

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Bellevue	3a. Grantee's 9-digit Tax ID Number 476006099	3b. Grantee's 9-digit DUNS Number 054156260
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1500 Wall Street Bellevue, NE 68005-5237	4. Date use of funds may begin (mm/dd/yyyy) 08/17/2020	
	5a. Project/Grant No. 1 B-20-MW-31-0003	6a. Amount Approved \$422,032
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Francis T. Severin		Grantee Name (Contractual Organization) Bellevue (City Of Bellevue)	
Title Director, Community Planning and Development Division		Title	
Signature	Digitally signed by: Francis Tim Severin Date: 2021.02.18 14:41:05 -06'00'	Date (mm/dd/yyyy) 2/18/2021	Signature

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 01/29/2021	10. check one <input type="checkbox"/> a. Orig. Funding Approval <input checked="" type="checkbox"/> b. Amendment Amendment Number 1
		9b. Date Grantee Notified (mm/dd/yyyy) 02/18/2021	
		9c. Date of Start of Program Year (mm/dd/yyyy) 10/01/2020	
11. Amount of Community Development			
Block Grant		FY (2020)	
a. Funds Reserved for this Grantee		\$422,032	
b. Funds now being Approved		\$219,290	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only Region 7, Field Office 26, Appropriation 860/20162, PAS Code ECV, Source Year 2020 (3)

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
							Project Number		Amount		
							Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By						

Additional CDBG-CV Requirements

In addition to the terms and conditions in the Funding Approval/Agreement, the following requirements apply to Grantees receiving CDBG-CV funds in accordance with the Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Pub. L. 116-136).

- 1) The Grantee agrees to comply with the requirements in the CARES Act that apply to CDBG-CV grants and must use the CDBG-CV grant funds to prevent, prepare for and respond to coronavirus.
- 2) The grantee agrees to comply with the requirements of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.) and implementing regulations at 24 CFR part 570, as now in effect and as may be amended from time to time, and as modified by the rules, waivers and alternative requirements published by HUD from time to time. Rules, waivers and alternative requirements of Federal Register notices applicable to CDBG-CV grants are hereby incorporated into and made a part of the grant agreement.
- 3) The Grantee may use CDBG-CV funds as reimbursement for previously incurred costs, provided that those costs are allowable and consistent with the CARES Act's purpose to prevent, prepare for and respond to coronavirus.
- 4) The grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442).
- 5) The period of performance for the funding assistance specified in the Funding Approval/Agreement ("Funding Assistance") shall be six years. It shall begin on the date specified in item 4 in the Funding Approval/Agreement and shall end six years later, on the month and day specified in item 4. The Grantee shall not incur any obligations to be paid with the Funding Assistance after this period of performance.
- 6) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Funding Approval/Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Funding Approval/Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering		Direct
<u>Department/Agency</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- 7) In addition to the conditions contained in the Funding Approval/Agreement (form HUD 7082), the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

- 8) The grantee shall ensure that no CDBG-CV funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- 9) The Grantee or unit of general local government that directly or indirectly receives CDBG-CV funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

- 10) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- 11) CDBG-CV funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source – This condition is included as requirement on the use of fiscal year 2020 CDBG funds by the Community Development Fund heading, Department of Housing and Urban Development Appropriations Act, 2020, Public Law 116-94, and is made applicable to this grant by the CARES Act).

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: CDBG/Finance	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2020 CDBG Subrecipient Agreement with Bellevue Junior Sports Association for the Participation Assistance Program in an amount not to exceed \$ 8,000.00

SYNOPSIS/BACKGROUND:

As part of the 2020 Action Plan approved by the City Council on July 21, 2020, BJSa was approved for funding in an amount not to exceed \$8,000.00 for the participation assistance program to be provide scholarships to low- and moderate-income households. BJSa has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$ 8,000.00 BUDGETED FUNDS?: YES 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: 2020 CDBG Subrecipient Agreement		
CONTRACT EFFECTIVE DATE: 03/02/2021	CONTRACT TERM: 1 year	CONTRACT END DATE: 03/01/2022
PROJECT NAME: BJSa Participation Assistance Program		
START DATE: 03/02/2021	END DATE: 03/01/2022	PAYMENT DATE: <input type="text"/>
		INSURANCE REQUIRED: YES
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRUBUTION CODE: CDBG-192013	ACCOUNT NUMBER: 60/1903/192013/450	

RECOMMENDATION:

Approve and authorize City Council President to sign the CDBG subrecipient agreement with BJSa.

ATTACHMENTS:

1. 2020 CDBG Subrecipient Agreement	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Boyd Rollins
[Signature]
[Signature]

**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE JUNIOR SPORTS ASSOCIATION
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 JUNIOR SPORTS ASSOCIATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-20-MC-31-0003 HUD contract in the amount of \$8,000.00 for a sports participation assistance program; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$8,000.00 from the B-20-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing sports participation assistance program by offering scholarships to low- and moderate-income youth and children which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:
 - a. Program Delivery. To provide a participation assistance program including, but not limited to, the registration and participation fees required by specific sports clinics and programs. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance program.
 - ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.
 - b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 60 children and youth from low- and moderate-income households residing within Bellevue city limits.

- c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Update on the expenditure of funding as well as a timeline for expenditure update.
 - c. Any additional funds leveraged with CDBG funding.
 - d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project.
4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.
6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$8,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. 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 under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.
7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.
8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All 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 SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. 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 ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.
 - a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- 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 MOTIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.

- b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: President, Board of Directors
Bellevue Junior Sports Association
1001 High School Drive
Bellevue, NE 68005
 - c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Paul Cook, Council President
City of Bellevue, Nebraska

Phyllis Thrower

Phyllis Thrower, President
Bellevue Junior Sports Association

Rich Severson, Finance Director
City of Bellevue, Nebraska

Matt P. Goetz

Matt Goetz, Program Director
Bellevue Junior Sports Association

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

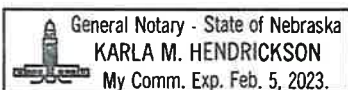
The above and foregoing instrument was acknowledged before me this 17th day of February 2021, by Phyllis Thrower, President, Bellevue Junior Sports Association, on behalf of the organization.

My Commission Expires:

2/05/2023

Karla M. Hendrickson

NOTARY PUBLIC



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: CDBG/Finance		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Approve the 2020 CDBG Subrecipient Agreement with First Baptist Church of Bellevue for the Parking Rehabilitation and Improvement project in an amount not to exceed \$ 8,548.00

SYNOPSIS/BACKGROUND:

As part of the 2020 Action Plan approved by the City Council on July 21, 2020, First Baptist Church of Bellevue was approved for funding in an amount not to exceed \$8,548.00. The grant funds will be used to improve and rehabilitate the parking lot at the corner of Mission Avenue and Hancock Street in Olde Towne Bellevue. First Baptist 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: \$ 8,548.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: First Baptist Church of Bellevue	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: 2020 CDBG Subrecipient Agreement		
CONTRACT EFFECTIVE DATE: 03/02/2021	CONTRACT TERM: 1 year	CONTRACT END DATE: 03/01/2022
PROJECT NAME: FBC Parking Rehabilitation		
START DATE: 03/02/2021	END DATE: 03/01/2022	PAYMENT DATE: <input type="text"/>
		INSURANCE REQUIRED: YES
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: CDBG-192017	ACCOUNT NUMBER: 60/1903/192017/450	

RECOMMENDATION:

Approve and authorize City Council President to sign the CDBG subrecipient agreement with First Baptist Church of Bellevue.

ATTACHMENTS:

1. 2020 CDBG Subrecipient Agreement	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Brock Robbins

[Signature]

**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
FIRST BAPTIST CHURCH OF BELLEVUE
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-20-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 2020 by and between the subrecipient FIRST BAPTIST CHURCH OF BELLEVUE 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 \$8,548.00 for parking improvement located at 112 East 23rd 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 \$8,548.00 from the B-20-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of parking improvements located at 112 East 23rd 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 parking improvements to the location in a blight and substandard area at 112 East 23rd Street as eligible under 24 CFR 570.203(a). The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Complete all approved work for parking improvements as outlined in the CDBG 2020 application and budget.
 - ii. Provide matching funds needed to complete the parking 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 the 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).

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 \$8,548.00. 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

SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. . The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. 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. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: President, Church Council
First Baptist Church of Bellevue
112 East 23rd 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

James R. Smith
Jim Smith, Church Council President
First Baptist Church of Bellevue

Rich Severson, Finance Director
City of Bellevue, Nebraska

Angela Bruno
Angela Bruno, Properties Committee Chairperson
First Baptist Church of Bellevue

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.

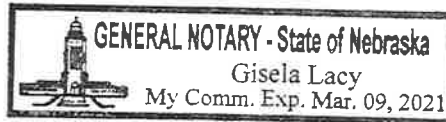
WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)



The above and foregoing instrument was acknowledged before me this 18 day of Feb., 2021, by Jim Smith, Church Council President, on behalf of the organization.

My Commission Expires:

03-09-21

Gisela Lacy
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: CDBG/Finance	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve 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

SYNOPSIS/BACKGROUND:

As part of the 2020 Action Plan approved by the City Council on July 21, 2020, Habitat for Humanity of Sarpy County was approved for funding in an amount not to exceed \$38,000.00. The grant funds will be used to provide assistance to rehabilitate a single-family housing unit within Bellevue city limits for occupancy by a low- and moderate-income household. Habitat for Humanity of Sarpy County 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: \$ 38,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Habitat for Humanity of Sarpy Co INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: 2020 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 03/02/2021 CONTRACT TERM: 1 year CONTRACT END DATE: 03/01/2022

PROJECT NAME: HFH Single Family Housing Rehabilitation

START DATE: 03/02/2021 END DATE: 03/01/2022 PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192012 ACCOUNT NUMBER: 60/1903/192012/450

RECOMMENDATION:

Approve and authorize City Council President to sign the CDBG subrecipient agreement with Habitat for Humanity of Sarpy County.

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:

A. B. Robbins
[Signature]
[Signature]

**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HABITAT FOR HUMANITY OF SARPY COUNTY
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 HABITAT FOR HUMANITY OF SARPY COUNTY 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 \$38,000.00 for rehabilitation of a single-family housing unit project located within the city limits; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$38,000.00 from the B-20-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing assistance for rehabilitation of a single-family housing unit which will then be made available for a low- and moderate-income household which is eligible under 24 CFR 570.202(a)(1) Rehabilitation: Single-Unit Residential. Such program will include the following activities eligible under the CDBG program:
 - a. Program Delivery. Funding will be provided for rehabilitation of a single family residential housing unit for household who meet program participation requirements, including living within Bellevue city limits and with an income at or below 80% of the Area Median Income (AMI) for the Omaha-Council Bluffs NE-IA HUD Metro FMR Area as determined by HUD. The major tasks performed by the SUBRECIPIENT will include, but are not limited to, the following:
 - i. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - ii. Maintain real property acquired or improved with CDBG funds in excess of \$25,000 with the approved use of the property for a minimum of five (5) years following expiration of this Agreement as outlined under 24 CFR 570.201.
 - iii. Maintain program records documenting household eligibility including race/ethnic data, income, and other characteristics to meet National Objective requirements and income benefit goals.

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 \$38,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. **Records and Reporting.** The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. **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 under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts.
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All 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 SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. 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 ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage

Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

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 NOTIFICATIONS.

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.

4. 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.

5. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

 - b. To SUBRECIPIENT: President and/or Grant Specialist
Habitat for Humanity of Sarpy County
812 Bruin Boulevard
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

Amanda Brewer
Amanda Brewer, President
Habitat for Humanity of Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska

J. Daniel Brewer
J. Daniel Brewer, Grant Specialist
Habitat for Humanity of Sarpy County

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)

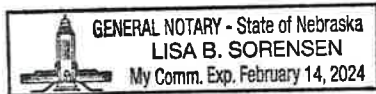
My Commission Expires: _____

STATE OF NEBRASKA)
): SS.
COUNTY OF DOUGLAS)

The above and foregoing instrument was acknowledged before me this 1 day of March, 2021, by Amanda Brewer, President, on behalf of the organization.

My Commission Expires:

2-14-2024



[Signature]
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: CDBG/Finance		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Approve the 2020 CDBG Subrecipient Agreement with Marathon Ventures LLC for the Commercial Business Rehabilitation project in an amount not to exceed \$ 100,000.00

SYNOPSIS/BACKGROUND:

As part of the 2020 Action Plan approved by the City Council on July 21, 2020, Marathon Ventures LLC was approved for funding in an amount not to exceed \$100,000.00. The grant funds will be used to provide assistance to complete building renovations to improve the existing structure to meet food safety requirements and provide for growth and increased employment opportunities. Marathon Ventures 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: \$ 100,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Marathon Ventures LLC INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: 2020 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 03/02/2021 CONTRACT TERM: 1 year CONTRACT END DATE: 03/01/2022

PROJECT NAME: Marathon Commercial Business Rehabilitation

START DATE: 03/02/2021 END DATE: 03/01/2022 PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192019 ACCOUNT NUMBER: 60/1903/192019/450

RECOMMENDATION:

Approve and authorize City Council President to sign the CDBG subrecipient agreement with Marathon Ventures LLC.

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:



**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
MARATHON VENTURES, INC.
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-20-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 8th day of FEB, 2021 by and between the subrecipient MARATHON VENTURES, 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 \$100,000.00 for building rehabilitation located at 909 Fort Crook Road N, 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 \$100,000.00 from the B-20-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of building rehabilitation for the commercial building at 909 Fort Crook Road N, 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 building rehabilitation assistance to improve the existing structure to meet food safety requirements and position the company to protect the existing employment and providing a basis for growth and increased employment opportunities at 909 Fort Crook Road N as eligible under 24 CFR 570.203(b). The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Complete all Grantee approved work for building improvements as outlined in the CDBG 2020 application and budget.
 - ii. Provide matching funds needed to complete the building 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 5 unduplicated low- to moderate-income individuals will be provided with new employment opportunities.
 - 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 Job Benefit as a business providing employment opportunity to low- and moderate-income persons in excess of 51 percent as defined in 24 CFR 570.208.

- d. Collateral Requirements. To ensure program compliance, the GRANTEE will place a Deed of Trust on the property receiving CDBG assistance in the amount of the grant funds expended. The Deed of Trust will remain in place for a period of five years from the date of the completion of work and close out of contract.
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 employment.
 - b. Update on the expenditure of funding as well as a timeline for expenditure.
 - 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. Public Benefit. The SUBRECIPIENT will ensure that a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by HUD regulations.
 - a. Standards for activities in the aggregate. The project outlined in this Agreement must in the aggregate create or retain at least one full-time equivalent, permanent job per \$35,000 of CDBG funds used.
 - b. The aggregate standard is applicable to the single program year under which the funds are first obligated.
 4. 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.
 5. 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.
 6. 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.
 7. 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.

8. National Objective Documentation.

- a. The SUBRECIPIENT must demonstrate a minimum of 51 percent of the jobs created *will be made* available to low and moderate-income (LMI) persons. In addition, the SUBRECIPIENT will provide training for any such jobs requiring special skills or education. Documentation includes:
 - i. A listing by job title of the permanent jobs to be created, indicating which will be made available to LMI persons, which are part-time, which require special skills and education.
 - ii. A description of actions to be taken to ensure LMI persons are given first consideration for those jobs.
 - iii. A listing by job title of those permanent jobs that were filled and which of those were made available to LMI persons.
 - iv. A description of how first consideration to such persons was given, including an explanation of the hiring process.
 - v. A listing of LMI persons were interviewed for each job, and which were hired.
- b. The Subrecipient must demonstrate a minimum of 51 percent of the jobs *will be held by* LMI persons on a full-time equivalent basis. Documentation includes:
 - i. A listing by job title of permanent jobs filled and which were initially taken by a LMI persons.
 - ii. For each LMI person hired, the family size and annual income of the person's family prior to being hired, or evidence that they may be presumed to be a LMI person under 24 CFR 570.208(a)(4)(iv).

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$100,000.00. 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 Tuesdays 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 SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. . The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all

Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. 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 MODIFICATION.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

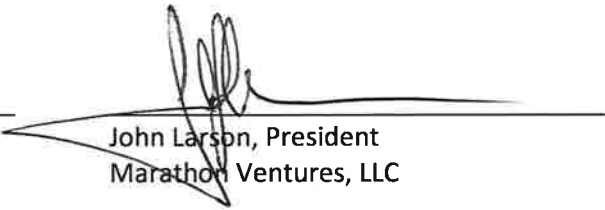
1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any

materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: President
Marathon Ventures, LLC
909 Fort Crook Road N
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


John Larson, President
Marathon Ventures, 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 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 19th day of February, 2021, by John Larson, President, on behalf of the organization.

My Commission Expires:

May 6, 2023




NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: CDBG/Finance	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve 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

SYNOPSIS/BACKGROUND:

As part of the 2020 Action Plan approved by the City Council on July 21, 2020, Eastern Nebraska Community Action Partnership (ENCAP) was approved for funding in an amount not to exceed \$ 56,298.00. The grant funds will be used to provide for the expansion of the Bellevue Food Pantry service by adding a food delivery service to households who are unable to travel to and utilize the food pantry in its location. ENCAP 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: \$ 56,298.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 2020 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 03/02/2021 CONTRACT TERM: 1 year CONTRACT END DATE: 03/01/2022

PROJECT NAME: ENCAP Food Delivery Program

START DATE: 03/02/2021 END DATE: 03/01/2022 PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192014 ACCOUNT NUMBER: 60/1903/192014/450

RECOMMENDATION:

Approve and authorize City Council President to sign the CDBG subrecipient agreement with Eastern Nebraska Community Action Partnership

ATTACHMENTS:

- 2020 CDBG Subrecipient Agreement
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. R. Rollin

[Signature]

[Signature]

**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP
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 EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP 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 \$56,298.00 for a Bellevue Food Pantry Food Delivery Program program; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$56,298.00 from the B-20-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing food delivery service to low- and moderate-income households who are unable to travel to and utilize the food pantry in its locations which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

- a. Program Delivery. To provide a food delivery program including, but not limited to, vehicle purchase for the door drop delivery of emergency food packages to eligible households. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Develop program guidelines, eligibility requirements, and review procedures for the assistance program.
 - ii. Maintain control and use of purchased property for the CDBG activity, maintain accurate records, and take care of vehicle in accordance with 24 CFR 84.34 and 2 CFR 200.313.
 - iii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iv. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

retained or sold and the GRANTEE shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by GRANTEE's share of the equipment.

- c. In cases where a GRANTEE or SUBRECIPIENT fails to take appropriate disposition actions, HUD may direct the GRANTEE or SUBRECIPIENT to take excess and disposition actions.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$56,298.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. 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 under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description

of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
 - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts.
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All 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 Tuesdays 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 SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. 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 \$1,000,00 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 ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written

representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- 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.

4. 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.

5. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

 - b. To SUBRECIPIENT: President, Board of Directors
Eastern Nebraska Community Action Partnership
2406 Fowler Avenue
Omaha, NE 68111

c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Paul Cook, Council President
City of Bellevue, Nebraska

Daniel A. Esch

Daniel A. Esch, President
Eastern Nebraska Community Action Partnership

Rich Severson, Finance Director
City of Bellevue, Nebraska

Aaron Bowen, Executive Director
Eastern Nebraska Community Action Partnership

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 DOUGLAS)

The above and foregoing instrument was acknowledged before me this 19 day of February, 2021, by Daniel A. Esch, President, Eastern Nebraska Community Action Partnership, on behalf of the organization.

My Commission Expires:

February 28, 2021



Christine S Stungis
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: CDBG/Finance		
AGENDA ITEM:	CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION	CURRENT BUSINESS	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Approve 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

SYNOPSIS/BACKGROUND:

As part of the 2020 Action Plan approved by the City Council on July 21, 2020, All-Brite Glass and Screen was approved for funding in an amount not to exceed \$7,358.00. The grant funds will be used to provide assistance to complete sidewalk replacement and rehabilitation to meet code and ADA requirements for the safety of pedestrians. All-Brite 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: \$7,358.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 2020 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 03/02/2021 CONTRACT TERM: 1 year CONTRACT END DATE: 03/01/2022

PROJECT NAME: All Brite Sidewalk Rehabilitation Project

START DATE: 03/02/2021 END DATE: 03/01/2022 PAYMENT DATE: INSURANCE REQUIRED: YES

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192015 ACCOUNT NUMBER: 60/1903/192015/450

RECOMMENDATION:

Approve and authorize the City Council President to sign the CDBG subrecipient agreement with All-Brite.

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: _____

A. Bred Roblin

[Signature]

[Signature]

**AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
ALL-BRITE GLASS AND SCREEN
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 ALL-BRITE GLASS AND SCREEN 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 \$7,358.00 for sidewalk and parking improvement for a building located at 601 West Mission Ave, 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 \$7,358.00 from the B-20-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of sidewalk and parking improvements for the commercial building at 601 West Mission Ave, 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 sidewalk and parking improvements to the building in a blight and substandard area at 601 Mission Ave 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 sidewalk and parking 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).

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 \$7,358.00. 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 SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. . The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. 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 \$1,000,00 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. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: Owner
All-Brite Glass and Screen
601 West Mission Ave
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

Gary Lindahl

Gary Lindahl
All-Brite Glass and Screen

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 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)

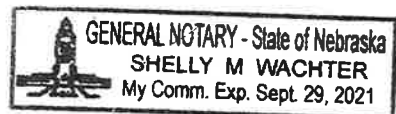
The above and foregoing instrument was acknowledged before me this 19 day of February 2021, by Gary Lindahl, Owner, on behalf of the organization.

My Commission Expires:

9/29/2021

Shelly M Wachter

NOTARY PUBLIC



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
3/2/2021

COUNCIL MEETING DATE: 3.2.21		SUBMITTED BY: Comm. Dev. Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Right-of-Entry agreement between the City of Bellevue and the United States of America for certain ingress and egress for 60 months.

SYNOPSIS/BACKGROUND:

The United States is requesting a right to enter upon "a strip of land crossing leading up to the RailRoad tracks at the east end of Cunningham Road in Parcel 011591801" for a period of 60 months in order to provide access/turn radius for the truck traffic that is bringing in dirt and other construction materials on Cunningham Road to build up the area leading to the Burlington Northern Santa Fe temporary railroad crossing onto Offutt Air Force Base, for flood control projects. The United States would pay for any fees to repair any damage to the property due to their entry upon the same.

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:

Approve and authorize the Mayor to sign the Right-of-Entry agreement.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. B. Robbins

[Signature]

RIGHT-OF-ENTRY
FROM CITY OF BELLEVUE, NEBRASKA
TO THE
UNITED STATES OF AMERICA

THE UNDERSIGNED, hereinafter referred to as the “Grantor”, hereby grants to the **UNITED STATES OF AMERICA**, hereinafter referred to as the “Grantee”, a right-of-entry upon the following terms and conditions:

1. The Grantor hereby grants to the Grantee an irrevocable right to enter upon the lands hereinafter described at any time for a period of 60 months from the date of this instrument, in order to provide access/turn radius for the truck traffic bringing in dirt and construction materials on Cunningham Road to build up the area leading to the Burlington Northern Santa Fe temporary railroad crossing onto Offutt Air Force Base, for flood control projects.

2. This right-of-entry includes the right of ingress and egress on other lands of the Grantor not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee.

3. All tools, equipment, and other property taken upon or placed upon the land by the Grantee shall remain the property of the Grantee and may be removed by the Grantee at any time within a reasonable period after the expiration of this right-of-entry.

4. If any action of the Grantee’s officer’s, employees, or agents in the exercise of this right-of-entry results in damage to the real property, the Grantee will, at its option, either repair such damage or make an appropriate settlement with the Grantor. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. Fair market value appraisal will be obtained by the grantee if needed. The Grantee’s liability under this clause may not exceed appropriations available for such payment and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice

to any rights the Grantor may have to make a claim under applicable laws for any other damages than provided herein.

5. The land affected by this right-of-entry is located in the State of Nebraska in the County of Sarpy), and is described more particularly as follows:

A strip of land crossing leading up to the RailRoad tracks at the east end of Cunningham Road in Parcel 011591801

6. Grantee shall pay to Grantor a fee for this right-of-entry. That fee shall be maintenance of right of entry property to control and repair any damage caused by government activities.

IN WITNESS whereof, this Right-of-Entry is made by Grantor this _____ day of _____, 20__.

City of Bellevue, Nebraska

RUSTY HIKE
Mayor

IN WITNESS whereof, I have hereunto set my hand by authority of the Secretary of the Air Force.

THE UNITED STATES OF AMERICA,
by the Secretary of the Air Force

BY: _____
GAVIN P. MARKS
Commander, 55th Wing

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
3/2/2021

COUNCIL MEETING DATE: 03/02/2020		SUBMITTED BY: Chief Perry Guido	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

MOU with Sarpy County Sheriff Department

SYNOPSIS/BACKGROUND:

Sarpy county sheriff's office has asked to use the the driving lot and the small computer lab classroom for their SCSP's motorcycle training class. This use will not affect the burn tower operation or the main 3 classrooms as most of the training is done on the driving course.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: see attached

CONTRACT EFFECTIVE DATE: 03/01/2021 CONTRACT TERM: CONTRACT END DATE: 10/31/2021

PROJECT NAME: Sarpy County Safety Program

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

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. Sarpy MOU | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bryn Roblin
[Signature]

Memorandum of Understanding

This Memorandum of Understanding (MOU), by and between the Sarpy County Safety Program (hereinafter "SCSP"), and Bellevue Fire Department (hereinafter "BFD") is being entered into for the use of the Bellevue Fire Training Center (hereinafter "BFTC") as outlined further below.

WITNESSETH

1. **PROPERTY.** BFD represents that the City of Bellevue is the owner of certain property, with appurtenances, described as follows:

Bellevue Training Center
3100 SP Benson Dr.
Bellevue, NE 68147

2. **ACCESS TO THE PROPERTY.** BFD hereby permits SCSP access to the following property which will be referred to herein as the "Space". Other than the Space and public areas, SCSP shall have no right to use any portion of BFTC's property. SCSP acknowledges that it has inspected the Space and accepts the Space "as is". The Space is shown on Exhibit A, attached hereto and described below:

a. **Bellevue Fire Training Center:** Classroom and Parking Lot.

3. **USE OF SPACE.** BFD permits SCSP access to all of the described Space as outlined in paragraph 2. The Space will be used by SCSP for purposes and operations of SCSP's Safety Program.
4. **TERM.** The term of this access to the Space shall commence on March _____, 2021 and shall expire October 31, 2021.
5. **RENT.** SCSP shall pay BFTC in the amount of \$375.00 per weekend of use. Rent is due and payable two weeks prior to the weekend of such use of the Space. Rent shall be paid to BFTC and delivered to:

Bellevue Training Center
3100 SP Benson Dr.
Bellevue, NE 68147

or to such other address as BFTC may designate by a notice in writing.

6. **RETURN OF SPACE.** At the conclusion of the use of the Space, SCSP shall return the property and Space to BFTC in the same condition as it was received at the commencement of this use.
7. **DESTRUCTION OF SPACE.** Should the Space be made unfit for occupancy due to fire or other unavoidable casualty, use shall immediately terminate and SCSP shall pay rent only to the time of such termination. The portion of any advance payment which is attributed to the period of time after the use of Space has been terminated in the above manner shall be refunded by BFTC to SCSP.

8. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the BFTC at:

Bellevue Fire Training Center
C/O Perry Guido
3100 SP Benson Dr.
Bellevue, NE 68147

To the SCSP at:

Sarpy County Sheriff's Office
C/O Jeff Davis
8335 Platteview Rd.
Papillion, NE 6806

9. TERMINATION. Either party may terminate this MOU for any reason with thirty (30) days written notice.
10. INSURANCE. The following insurance coverages shall be kept in force during the life of the MOU and shall be primary with respect to any insurance or self-insurance programs covering SCSP, its supervisors, officials, agents, representatives and employees.
- a. Commercial General Liability Insurance - Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.
 - b. Upon request by the BFTC, SCSP shall furnish the BFTC with complete and accurate copies of the insurance policies required within this section.
11. RESIDENCY VERIFICATION - SCSP agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. SCSP 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.
12. INDEMNIFICATION. Each party shall indemnify and hold harmless the other party, its officers, employees and agents from and against all loss, claims, suits or actions of every kind and character made upon or brought against itself, its officers, employees, agents, for or sustained by any party or parties as a result of any act, conduct, error, omission or negligence of it or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this MOU.

13. **NON-DISCRIMINATION.** Each party shall not discriminate against any parties on account of race, national origin, sex, age, political or religious affiliations, or disabilities in violation of federal or state law.

IN WITNESS WHEREOF, as of the dates below indicated, this MOU has been executed by a duly authorized official of each Party, each of whom hereby represents and warrants that it has the full power and authority to execute this MOU in such capacity.

Executed by BFTC this ____ day of _____, 2021.

BFTC:

BY: _____
Authorized Signatory, Mayor Rusty Hike

Attest:

City Clerk

Executed by SCSP this ____ day of _____, 2021.

SCSP:

BY: _____
Authorized Signatory, Sheriff Jeff Davis

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Right of Way Mowing

SYNOPSIS/BACKGROUND:

On March 25, 2019 City Council approved the original contract between the City of Bellevue and Alexander Lawn & Landscape, Inc. for the Right of Way Mowing Project. Subsequently, 12.29 acres of mowing was added to the original acres per sequence for annexed right of ways. The original contract was executed with the provision that the contract could be extended for two additional years. Public Works has been pleased with Mr. Alexander's performance under this contract and he has agreed to perform this work for the same cost of \$36.50 per acre for the 2021 mowing season. Public Works recommends extending this contract for the 2021 mowing season. Public Works will have to re-bid this contract for the 2022 mowing season.

FISCAL IMPACT: \$115,145.88 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Alexander Lawn & Landscape Inc.	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Right of Way Mowing		
CONTRACT EFFECTIVE DATE: 01/01/2021	CONTRACT TERM: 12 months	CONTRACT END DATE: 12/31/2021
PROJECT NAME: Right of Way Mowing Project		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
		INSURANCE REQUIRED: YES
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: 10-11-6038	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the extension of the contract between the City of Bellevue and Alexander Lawn & Landscape, Inc. in the amount of \$115,145.88 for 2021 right of way mowing.

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. Bid Sheet | 2. Contract Extension | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





BID SHEET

Upon acceptance of the bid, the contractor will be notified. The contract between The City of Bellevue and the contractor will be executed within seven (7) days of award

TO: The City of Bellevue: I submit the following bid for a one (1) year contract to mow the City's right-of-ways, understanding that the contract may be renewed every January, not to exceed three (3) years under the same terms and conditions.

Acres Per sequence	Cost per acre including trash pickup	Annual total cost based on twelve (12) mowing sequences per season	Three year total cost based on thirty-six (36) mowings
250.60±	36.50	109,762.80	329,288.40

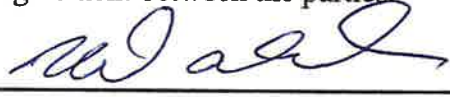
Payment terms: 30 days upon receipt of invoice. The Bellevue City Council meets on the 1st and 3rd Tuesdays of the month to approve all accounts payable liabilities.

Company: Alexander Lawn & Landscape Inc

Address: P.O. Box 688 City/State/Zip: ELKHORN, NE 68022

Contact person: Nick Alexander Telephone: 402-813-5109

It is agreed by the undersigned vendor that the signature and submission of this bid represents the vendor's acceptance of all terms, conditions and requirements of bid specifications and, if awarded, the bid will represent the agreement between the parties

Signed: (sign manually, in ink) 

Name Printed: Nick Alexander

Title: President

Date: 3-19-19

TOTAL \$ 109,762.80

Extension to the Contract

This Right-of-Way Mowing Contract, originally dated March 25, 2019, between the City of Bellevue, Nebraska, and Alexander Lawn & Landscape, Inc. shall be extended from January 1, 2021 to December 31, 2021, at the rates and charges specified in the original contract, and this Extension shall be attached to, and by this reference become a part of, the original contract between the Parties.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

Alexander Lawn & Landscape, Inc.

By: _____
City Attorney

By: _____

Title: _____
(if corporation, partnership or LLC)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16k.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Parks Mowing

SYNOPSIS/BACKGROUND:

On April 7, 2020 City Council approved the original contract between the City of Bellevue and Best Cut Lawn Care, Inc. for the Parks Mowing Project. Subsequent to the original contract, 3.37 acres of mowing was added to the original acres per sequence for an additional annexed park in Williamsburg. The original contract was executed with the provision that the contract could be extended for an additional year. Public Works has been pleased with Mr. Wilen's performance under this contract and he has agreed to perform this work for the same cost of \$43.00 per acre for the 2021 mowing season. Public Works recommends extending this contract for the 2021 mowing season. Public Works will have to re-bid this contract for the 2022 mowing season.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the extension of the contract between the City of Bellevue and Best Cut Lawn Care, Inc. in the amount of \$34,759.48 for 2021 parks mowing.

ATTACHMENTS:

1. <input type="text" value="Bid Sheet"/>	2. <input type="text" value="Contract Extension"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



BID SHEET

Upon acceptance of the bid, the contractor will be notified. The contract between The City of Bellevue and the contractor will be executed within seven (7) days of award

TO: The City of Bellevue: I submit the following bid for a one (1) year contract to mow the City's selected parks, understanding that the contract may be renewed every January, not to exceed two (2) years under the same terms and conditions.

Acres Per sequence	Cost per acre including trash pickup	Annual total cost based on twenty-eight (28) mowing sequences per season
25.5±	\$413. ⁰⁰	\$30,702. ⁰⁰

Payment terms: 30 days upon receipt of invoice. The Bellevue City Council meets on the 1st and 3rd Tuesday's of the month to approve all accounts payable liabilities.

Company: BESTCUT LAWN CARE INC.

Address: 6540 Russell Earnett City/State/Zip: 68133 Pap. 11. on Me

Contact person: Clint Wilen Telephone: 402 290-6581

It is agreed by the undersigned vendor that the signature and submission of this bid represents the vendor's acceptance of all terms, conditions and requirements of bid specifications and, if awarded, the bid will represent the agreement between the parties.

Signed: (sign manually, in ink) 

Name Printed: Clint Wilen

Title: President

Date: 3-12-2020

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____

Mayor

BY: _____

City Clerk

Extension to the Contract

This Parks Mowing Contract, originally dated April 8, 2020, between the City of Bellevue, Nebraska, and Best Cut Lawn Care, Inc., shall be extended from January 1, 2021 to December 31, 2021, at the rates and charges specified in the original contract, and this Extension shall be attached to, and by this reference become a part of, the original contract between the Parties.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

Best Cut Lawn Care, Inc.

By: _____
City Attorney

By: _____

Title: _____
(if corporation, partnership or LLC)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

161.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: Doug Clark, Public Works Director		Bobby Riggs, Street Superintendent	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Street Department Wheel Loader Purchase

SYNOPSIS/BACKGROUND:

The approved FY 20-21 budget included the replacement of a Street Department wheel loader. A current model year John Deere 624 P wheel loader will be purchased from Murphy Tractor & Equipment per Sourcwell contract ID #1276, quote ID #23467504. The Street Department will receive a \$30,500.00 trade in value for a 2004 Caterpillar 924G wheel loader to be applied toward the purchase price. The selected John Deere model (624 P) is recommended by the Fleet Department.

FISCAL IMPACT: \$210,854.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	NO	COUNTER-PARTY:		INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: NO		
CIP PROJECT NAME: Vehicles and Equipment		CIP PROJECT NUMBER: ST21(11)			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE: CIPST21(11)		ACCOUNT NUMBER: 7100			

RECOMMENDATION:

Request approval to purchase a current model year John Deere 624 P wheel loader from Murphy Tractor & Equipment per Sourcwell 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.

ATTACHMENTS:

- Murphy Quote #23467504
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roblin
[Signature]

Quote Id: 23467504

JOHN DEERE 624 P WHEEL LOADER - Factory

Equipment Notes: Using Sourcewell Contract ID#1276
 Deere Sourcewell Contract #032119-JDC
 Henke Sourcewell Contract #080818-HEN
 Added Cost to Contract Price:
 Freight, Predelivery, Haul to Customer \$2,795
 Install Jumper Hoses & Freight for 12' Vee Plow \$895
 Warranty: 36 Months or 1000 Hrs COMP \$1,364
 Manuals and Fuel \$889
 2-Henke 12' Folding Vee Plow \$34,926
 TAG 106" Loader Bucket Rake \$11,935
 TAG QC Jib Boom \$3,320
TOTAL: \$56,124

Hours:

Stock Number:

Code	Description	Qty
6040DW	624 P WHEEL LOADER	1
Standard Options - Per Unit		
170C	JDLINK Ultimate 5 Year Subscription	1
0924	John Deere PowerTech Engine	1
1010	Standard Wheel Loader	1
1120	5-Speed Powershift Transmission with Lock-up Torque Converter	1
1217	140 amp Alternator	1
1310	Flat Black Curved Stack	1
1430	Engine Air Intake System with Centrifugal Precleaner	1
1520	Automatic Reversing Hydraulic Fan	1
1610	Standard Fuel Filter with Water Separator and Standard Fuel Fill	1
1910	Premium Cab	1
1940	7 inch Monitor	1
1970	Hydrau Hydraulic Fluid	1
2010	Standard Z-BAR	1
2120	Steering Wheel Only	1
2240	Premium Seat, Heated and Ventilated with Heavy Duty Air Suspension	1
2350	Single Axis Lever Controls	1
2403	Three Function Hydraulics	1
2510	Ride Control	1
2605	English Decals and Manuals	1
2715	15 Amp Converter	1
2870	No Payload Scale with Cycle Counter	1

Selling Equipment

Quote Id: 23467504

3049	High Traction - Front & Rear Hydraulically Locking Differential Axles	1
3120	Manual Axle Differential Lock	1
4421	Michelin XHA2, 20.5R25 L3 Single Star Radial Tires with 3pc Rims	1
5530	Standard Front Fenders	1
5610	Left Side Steps Only	1
5840	No Fork Frame	1
5940	No Tines	1
7120	Halogen Work and Drive Lights	1
8220	Rear Hitch and Counterweight	1
8240	Rear Camera	1
8275	LED Strobe Beacon with Left Beacon Bracket	1
8350	Remote Powered and Heated Exterior Mirrors	1
8370	Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux and Remote USB Port	1
8450	Cab with Air A/C Charge	1
8560	Hydraulic Coupler - JRB 416 Pattern	1
8880	Bolt-on Teeth with Cutting Edge Segments	1
8920	3.5 Cu. Yd. Bucket (Coupler only)	1
9015	Engine Block Heater	1
9043	Environmental Drains and Sampling Ports	1
9140	Fire Extinguisher	1
9240	Engine Compartment Light	1
9410	Transmission and Bottom Guards	1
9525	Slow Moving Vehicle (SMV) Emblem	1
Dealer Attachments		
	Henke 12' Folding Vee Plow	2
	TAG 106" Wide Loader Rake	1
	TAG QC Jib Boom	1
Service Agreements		
	John Deere Extended Warranty - 36 Total Months or 1,000 Total Hours of Comprehensive Extended Warranty	

Quote Summary

Prepared For:
 CITY OF BELLEVUE STREET DEPT.
 NE

Prepared By:
 MIKE SWEETMAN
 Murphy Tractor & Equipment
 9751 S 148th Street
 Omaha, NE 68138
 Phone: 402-894-1899
 Mobile: 402-618-6844
 msweetman@murphytractor.com

Quote Id: 23467504
Created On: 12 January 2021
Last Modified On: 09 February 2021
Expiration Date: 19 January 2021

Equipment Summary	Qty	Extended
JOHN DEERE 624 P WHEEL LOADER - Factory	1	
John Deere Extended Warranty-36 Total Months or 1,000 Total Hours of Comprehensive Extended Warranty	1	

Equipment Total **\$ 241,354.00**

Trade In Summary	Qty	Each	Extended
2004 CAT 924G - CAT0924GHDFZ00479	1	\$ 30,500.00	\$ 30,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 30,500.00

Trade In Total **\$ 30,500.00**

Quote Summary	
Equipment Total	\$ 241,354.00
Trade In	\$ (30,500.00)
SubTotal	\$ 210,854.00
Total	\$ 210,854.00
Balance Due	\$ 210,854.00

Salesperson : X _____

Accepted By : X _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16m.
3/2/2021

COUNCIL MEETING DATE: 03/02/2021	SUBMITTED BY: Doug Clark, Public Works Director	Bobby Riggs, Street Superintendent
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Street Department Backhoe Loader Purchase

SYNOPSIS/BACKGROUND:

The approved FY 20-21 budget included the replacement of a Street Department backhoe loader. A current model year John Deere 310SL backhoe loader will be purchased from Murphy Tractor & Equipment per Sourcewell contract ID #1276, quote ID #23523056. The Street Department will receive a \$25,000.00 trade in value for a 2008 John Deere 310SK backhoe loader to be applied toward the purchase price. The selected John Deere model (310SL) is recommended by the Fleet Department.

FISCAL IMPACT: \$88,135.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT TERM: _____ CONTRACT END DATE: _____

PROJECT NAME: _____

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

CIP PROJECT NAME: Vehicles and Equipment CIP PROJECT NUMBER: ST21(11)

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

ACCOUNTING DISTRIBUTION CODE: CIPST21(11) ACCOUNT NUMBER: 7100

RECOMMENDATION:

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.

ATTACHMENTS:

- | | | |
|---------------------------|----------|----------|
| 1. Murphy Quote #23523056 | 2. _____ | 3. _____ |
| 4. _____ | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Robbins

[Signature]

Quote Id: 23523056

JOHN DEERE 310SL BACKHOE LOADER - Factory

Equipment Notes: Using Sourcewell Contract ID#1276
 Added Cost to Contract Price:
 Freight, Predelivery, Haul to Customer \$1,865
 Install Boom Protection Plate & Cylinder Guards \$538
 Warranty:36 Months or 1000 Hours COMP \$1,628
 FRD F6 1000ft.lb. Hydraulic Breaker \$10,458
 TAG 60in Ditching Bucket \$1,808
 Manuals and Fuel \$778
 TOTAL:\$17,075

Hours:

Stock Number:

Code	Description	Qty
0A71T	310SL BACKHOE LOADER	1

Standard Options - Per Unit

170C	JDLINK Ultimate 5 Year Subscription	1
1065	John Deere PowerTech™ EWL 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1
2035	Cab	1
2401	English Decals with English Operator and Safety Manuals	1
3095	Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential Autoshaft Transmission	1
4464	Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 10PR Front	1
5285	Pilot Controls, Two Lever, with Pattern Selection	1
5420	Multi-Brand Quick Coupler - Less Thumb	1
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	1
6020	Extendible Dipperstick	1
6220	Auxiliary Hydraulic with One Way Flow (Hammer)	1
7025	Two-Function Loader Hydraulics, Single Lever	1
7645	1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) Wide Heavy Duty Long Lip Bucket with Bolt on Cutting Edge and Skid Plates	1
8485	1250 Lb. (567 kg) Front Counterweight	1
8685	Dual Maintenance Free Batteries With Disconnect and Jump Post	1
9060	Front View Mirror	1

Selling Equipment

Quote Id: 23523056

9080	Engine Coolant Heater	1
9115	Auto Ride Control	1
9140	Heavy-Duty Backhoe Bucket Cylinder	1
9210	Left Side Console Storage with Cup Holders	1
9505	Full MFWD Driveshaft Guard	1
9515	Diagnostic Oil Sampling Ports	1
9905	Strobe Light with Magnetic Mount	1
9916	Radio, Bosch Premium Package	1
9919	Sun Visor	1
9920	Exterior Rear View Mirrors (2)	1
9947	Heavy-Duty Stabilizer Pads	1
9965	Seat, Cloth Air-Suspension	1
AT186288	Slow Moving Vehicle Emblem	1
AT305073	Stabilizer Cylinder Guards (Set of Two)	1
AT333753	Backhoe Boom Protection Plate	1
Dealer Attachments		
	TAG 60in HD Ditch Bucket w/Pins	1
	FRD TLB 1000Ft.Lb. Hydraulic Breaker	1
Service Agreements		
	John Deere Extended Warranty - 36 Total Months or 1000 Hours Comprehensive Extended Warranty	

Quote Summary

Prepared For:
CITY OF BELLEVUE STREET DEPT.
NE

Prepared By:
MIKE SWEETMAN
Murphy Tractor & Equipment
9751 S 148th Street
Omaha, NE 68138
Phone: 402-894-1899
Mobile: 402-618-6844
msweetman@murphytractor.com

Quote Id: 23523056
Created On: 21 January 2021
Last Modified On: 26 January 2021
Expiration Date: 28 January 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 310SL BACKHOE LOADER - Factory	\$ 113,135.00 X	1 =	\$ 113,135.00
John Deere Extended Warranty-36 Total Months or 1000 Hours Comprehensive Extended Warranty	\$ 0.00 X	1 =	\$ 0.00

Equipment Total **\$ 113,135.00**

Trade In Summary	Qty	Each	Extended
2008 JOHN DEERE 310SK LOADER BACKHOE - T0310JX166171	1	\$ 25,000.00	\$ 25,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 25,000.00

Trade In Total **\$ 25,000.00**

Quote Summary	
Equipment Total	\$ 113,135.00
Trade In	\$ (25,000.00)
SubTotal	\$ 88,135.00
Total	\$ 88,135.00
Balance Due	\$ 88,135.00

Salesperson : X _____

Accepted By : X _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16n.
03/02/2021

COUNCIL MEETING DATE: 03/02/2021	SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approval of the Amendment 1 to Contract with Sarpy County Economic Development Corporation (SCEDC) pertaining to compensation toward marketing for economic development efforts.

SYNOPSIS/BACKGROUND:

Amendment to original contract with Sarpy County Economic Development Corporation (SCEDC) approved and signed on March 26, 2018. Changes included in amendment.

FISCAL IMPACT: \$5,000/year + BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: SCEDC	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: SCEDC		
CONTRACT EFFECTIVE DATE: 01/01/2121	CONTRACT TERM: Renew auto.	CONTRACT END DATE:
PROJECT NAME: SCEDC Amendment 1 to Contract		
START DATE: 01/01/2021	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 Amendment 1 to Original Contract with the Sarpy County Economic Development Corporation.

ATTACHMENTS:

1. Amendment 1	2. Original Contract w/SCEDC	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Amendment 1

This amendment is to the original CONTRACT between the City of Bellevue, a Municipal Corporation in Sarpy County, Nebraska, also referred to as “the City” and Sarpy County Economic Development Corporation, a Nebraska non-profit corporation now doing business at 801 ConAgra Dr. Suite 400, in Omaha, Nebraska, also referred to as “SCEDC.” The City and SCEDC elect to make the following changes to the CONTRACT signed March 14, 2018 and countersigned March 26, 2018.

CHANGES TO THE CONTRACT

- 1. Remove item 5 under SERVICES PROVIDED BY SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION
- 2. Remove the paragraph under FINANCIAL CONSIDERATIONS TO SCEDC and replace it with the following:
 The City will compensate SCEDC in the total amount of \$5,000 per year to be paid annually starting on January 1, 2021. SCEDC shall, on a semiannual basis, provide the City with a report outlining economic development activities for the previous six months together with an illustration of significant specific budgeted program expenditures that were utilized to provide the business attraction, and marketing services contemplated by this agreement.

 The City will provide additional funding up to \$15,000 annually based upon new capital investment and jobs. For every \$20,000,000 in capital investment and / or 25 new jobs SCEDC lands in the City’s Extra Territorial Jurisdiction, the City will compensate SCEDC an additional \$5,000 not to exceed \$15,000 in one calendar year. Project definitions and metrics must be mutually agreed upon by the City and SCEDC.
- 3. Incorporate the following changes to the REPORTING section:
 - a. Change the quarterly reporting to semiannually
 - b. Remove item 3

BACK PAYMENT

The CITY will compensate SCEDC in the total amount of \$10,000 for 2019 and 2020 service years. SCEDC will consider all past invoices paid in full.

AGREED TO AND SIGNED BY:

The City of Bellevue:

Mayor

Date _____

Sarpy County Economic Development Corporation:

President

Date _____

CONTRACT

THIS CONTRACT is entered into by and between the City of Bellevue, a Municipal Corporation in Sarpy County, Nebraska, also referred to as "the City" and Sarpy County Economic Development Corporation, a Nebraska non-profit corporation doing business at 1301 Harney Street, in Omaha, Nebraska, also referred to as "SCEDC."

RECITALS

WHEREAS, the City of Bellevue wishes to assist in a program providing funds for the promotion, marketing and advertising of the City as part of the expanded economic development effort with SCEDC, more specifically; and,

WHEREAS, the City of Bellevue wishes to retain the services of a non-profit organization to administer the program; and,

WHEREAS, SCEDC has experience in administering such programs and wishes to provide its professional services for the administration and assistance sought by the City; and,

WHEREAS, the City of Bellevue is interested in the creation of jobs and the expansion of the tax base across the City; and,

WHEREAS, the City of Bellevue is particularly interested in attracting primary jobs to Bellevue, with a desire to see increased industrial development on properties located in their designated "LB 840" area; and,

WHEREAS, SCEDC is committed to creating jobs and increasing the tax base within Sarpy County including the City; and,

WHEREAS, SCEDC and the City of Bellevue have come to this agreement for administering funds for SCEDC

IN CONSIDERATION OF THESE MUTUAL COVENANTS, THE CITY OF BELLEVUE AND SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION AGREE AS FOLLOWS:

PROVISIONS OF THE CONTRACT

SCEDC AND CITY OF BELLEVUE MUTUALLY AGREE AS FOLLOWS:

1. The term of this agreement shall be one (1) year and shall automatically renew on a year-to-year basis unless either party gives notice to the other not less than 60 days in advance of the then existing term of its election to terminate the agreement effective as of the end of the then existing term. Renewals shall be for a period of not to exceed ten years.
2. This agreement supersedes all prior agreements between the parties and can only be amended in writing with the mutual consent by both parties.
3. This agreement may be changed, modified, extended, or amended by written agreement executed by both parties. All amendments shall be approved by official action of the City of Bellevue City Council and the SCEDC Board of Directors and shall be attached to this document.

4. The City of Bellevue hereby agrees to secure the professional services of SCEDC's economic development efforts for the promotion, attraction, retention, advertising and marketing of corporate and industrial growth and community investment in the City of Bellevue.
5. The City of Bellevue shall designate one representative to serve on the SCEDC Board of Directors as a voting representative of the City of Bellevue in all matters that come before said Board.
6. The Bellevue Area Chamber of Commerce shall designate one representative to serve on the SCEDC Board of Directors as an ex-officio representative of the Bellevue Area Chamber of Commer in all matters that come before said Board.

SERVICES PROVIDED BY SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION

SCEDC WILL:

1. Promote the City of Bellevue (including the two mile of jurisdiction outside the City Limits) to prospective companies, industries, and consultants for the attraction of new businesses to locate in the Bellevue area. Promotion will include print and digital marketing materials, relationship building, professional correspondence, and targeted marketing efforts with specific industries.
2. Advocate for the expressed needs of the City of Bellevue when representing Bellevue in the Greater Omaha Economic Development Partnership (GOEDP). Advocacy activities include participation in relevant Target Advisory Committees and Councils (Data Center, Value-Added Agriculture, Site Development, Headquarter and Existing Businesses, Manufacturing)
3. Work closely to assist companies interested in locating in the Bellevue area. Assistance will include creation and submission of proposals, timely and professional correspondence with project contacts, collection of relevant data from other organizations (including City), and support as requested from the project contacts as the project continues to consider the Bellevue area.
4. Generate leads for location in the Bellevue area annually through relationships with the GOEDP, NDED, various consultants, and companies.
5. Execute a comprehensive Business, Retention and Expansion (BRE) program that calls on existing companies annually and provides technical assistance to address issues and promote growth within Bellevue.
6. Coordinate directly with City representatives to identify utility issues, expansion plans, or other issues or opportunities that will affect the City capacity and/or service provision.
7. Work in partnership with the City to develop and distribute site-specific marketing materials to be used with attraction marketing and existing business customers.
8. Seek direction from the City on marketing efforts and elements of the annual program of work through the City's active participation as a representative on the SCEDC Board of Directors.
9. Identify barriers to economic growth in the community and collaborate with other entities, including the City, to seek solutions to better position the community for economic growth.

FINANCIAL CONSIDERATION TO SCEDC:

The City will compensate SCEDC in the total amount of \$15,000 per year to be paid quarterly starting on October 1, 2018. SCEDC shall, on a quarterly basis, provide the City with a report outlining economic development activities for the previous quarter together with an illustration of significant specific budgeted program expenditures that were utilized to provide the business attraction, retention, advertising and marketing services contemplated by this agreement as illustrated by way of example on the sample report attached hereto as Exhibit B.

REPORTING:

SCEDC shall provide quarterly reports to the City administration and elected officials regarding services delivered. The reports shall include:

1. An update on attraction projects and lead activity.
2. Latest quarterly report of SCEDC activity.
3. An update on BRE program calls and activity.
4. Details of any marketing projects or activities.

AGREED TO AND SIGNED BY:

The City of Bellevue:



Mayor



Date

Sarpy County Economic Development Corporation:



President



Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16.0
03/02/2021

COUNCIL MEETING DATE: 03/02/2021		SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

2021 Overlay Projects

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for the 2021 Overlay Projects. After review of the bids received, the low, responsive, responsible bidder, Oldcastle Materials Midwest Company d/b/a OMNI Engineering has been recommended for the project.

FISCAL IMPACT: \$744,621.63 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Oldcastle Materials Midwest Company d/b/a OMNI Engineering INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: 2021 Overlay Projects 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: ST21(3)

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

ACCOUNTING DISTRIBUTION CODE: CIPST21(3) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Oldcastle Materials Midwest Company d/b/a OMNI Engineering, in the amount of \$676,928.75, plus a 10% contingency of \$67,692.88, for a total project cost of \$744,621.63 for the 2021 Overlay Projects.

ATTACHMENTS:

- Bid Sheet
- Contract
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Buehler
[Signature]
[Signature]

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 2nd 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 Oldcastle Materials Midwest Company d/b/a OMNI Engineering. ("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 OVERLAY 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 Seventy-Six Thousand Nine Hundred Twenty-Eight Dollars and Seventy-Five Cents (\$676,928.75) (“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:

Oldcastle Materials Midwest Company
d/b/a OMNI Engineering
14012 Giles Road
Omaha, NE 68138
Phone No.: (402) 895-6666

With a copy to:

Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual

receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be 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 OVERLAY 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

COUNCIL MEETING DATE: 02/26/2021		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve Trapping Permit, information reviewed by Legal Department and Police, then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Pursuant to City Code 6-1 any person desiring to set a trap within the city shall make application to the City Clerk for a permit, which then shall be reviewed by the Police Department and approved by the City Council. Also it should be noted Beaver Trapping Season is now November 1 through March 31 (our code says end of February, but he would have until end of March pursuant to state law change).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Request approval of Trapping Permit Application.

ATTACHMENTS:

1. Application	2. City Code - Section 6-1(F)(1-9)	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins
[Signature]
[Signature]



City of Bellevue

Trapping Permit Application

(Pursuant to City Code 6-1(F))

Name: Robert Whitcomb Driver's License #: [REDACTED]
Address: 1403 Imperial Drive Bellevue Ne 68005
Name & Address of Business (if applicable) Lakewood Village Lakes
Address or Location of Trapping: Lakewood Village ponds

Type of Animal(s) for trapping: Beaver

Do you have any permits for trapping in any other cities or through the State of Nebraska? If so, please describe and attach a copy of the same: NO

What is the reason you are wanting to trap the above identified animal(s): I was contacted to remove problem beavers. Neighborhood people are using trees from property.

Date(s) in which you plan on trapping said animals: The month of March

Traps within city limits are limited to snare and metal box traps – are these the traps you will be using? Leg-hold traps are permitted only for rodent control. If using a leg-hold trap, please identify whether the animal(s) are rodents. Beaver are rodents

Do you have written permission from the owner of the land(s) above to trap? If yes, please attach a copy of the same, if no, please explain: YES

No traps shall be permitted within 200 feet of any occupied building without written permission from the owner. Do you intend to set a trap within 200 feet of an occupied building? If so, attach a copy of the written consent. NO

No trap shall be permitted within 200 feet of any public park, designated forest or any feral cat community, unless approved by City Council. Do you intend to set a trap within 200 feet of any of these items? If so, explain: NO

Each trap shall be properly tagged according to state statute. What is your plan for tagging each trap? tag as per state regulations

X How many traps are going to be used under this permit? up to 10

It is your duty to provide an aerial map (taken from Sarpy GIS, Google Earth, or other internet map service) of the property(s) where the traps will be installed, providing the location where each trap will be set. Please **attach a copy of the same** with this application.

If any domestic pet or animal is taken in a trap set, you shall immediately report the same to the Bellevue Police Department, do you understand this obligation? Yes No

Robert V. White 26 Feb 2021

For internal uses only:

Site inspected by Bellevue Police Department: 3-2-21
Date

[Signature]
By (sign name)
Chief Ken Clary
Print name

All written consents and maps provided by applicant:
 Yes No

Written consents verified by Legal Department: 3.1.21
Date

A. Bree Roblin
By (sign name)
Bree Robbins
Print name

Trapping to occur during authorized season? Yes No

Trapping season verified by Legal Department: 3.1.21
Date

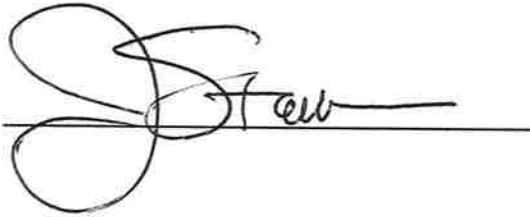
A. Bree Roblin
By (sign name)
Bree Robbins
Print name

Application Reviewed by BPD - Yes No Reviewed By: [Signature]

APPROVED BY CITY COUNCIL - Yes No

NOTES: _____

I, Joseph Stangl, as a Board Member of the Lakewood Villages Homeowners Association, having authority over the lake, hereby authorize Robert Whitcomb to remove any and all beavers from our lake.

A handwritten signature in black ink, appearing to read "Stangl", written over a horizontal line.

Date: 2/26/21

LIFETIME DISABLED VETERAN HUNT FISH FUR

NEBRASKA RESIDENT

Permit No: 7203316

ROBERT V WHITCOMB

NAME

1403 IMPERIAL DR

STREET

BELLEVUE

NE

68005

CITY

STATE

ZIP

03/21/1960

Male

5'7"

260

Brown

Brown

DATE OF BIRTH

SEX

HT.

WT.

HAIR

EYES

Hunter ID

HIP

Omaha Service Center

DATE/FROM

Lifetime

PERMIT AGENT

THRU

RESIDENT FEE \$0.00

30273546436504



STATE OF NEBRASKA
GAME and PARKS COMMISSION

VOID UNLESS SIGNED

I accept this permit with the understanding that it is issued to residents only, that I am a resident of Nebraska, that I have resided in Nebraska continuously for a period of 30 days prior to making application for this permit, that this permit is not transferable under penalty and that same is void unless signed by me.

Robert V. Whitcomb

Sign Here
is permitted to Hunt, Fish, or Harvest Fur in the State of Nebraska during the period stated on the face of this permit under restrictions of the Game Laws and the rules of the Nebraska Game and Parks Commission.

7-20-78

Director - Nebraska Game and Parks Commission

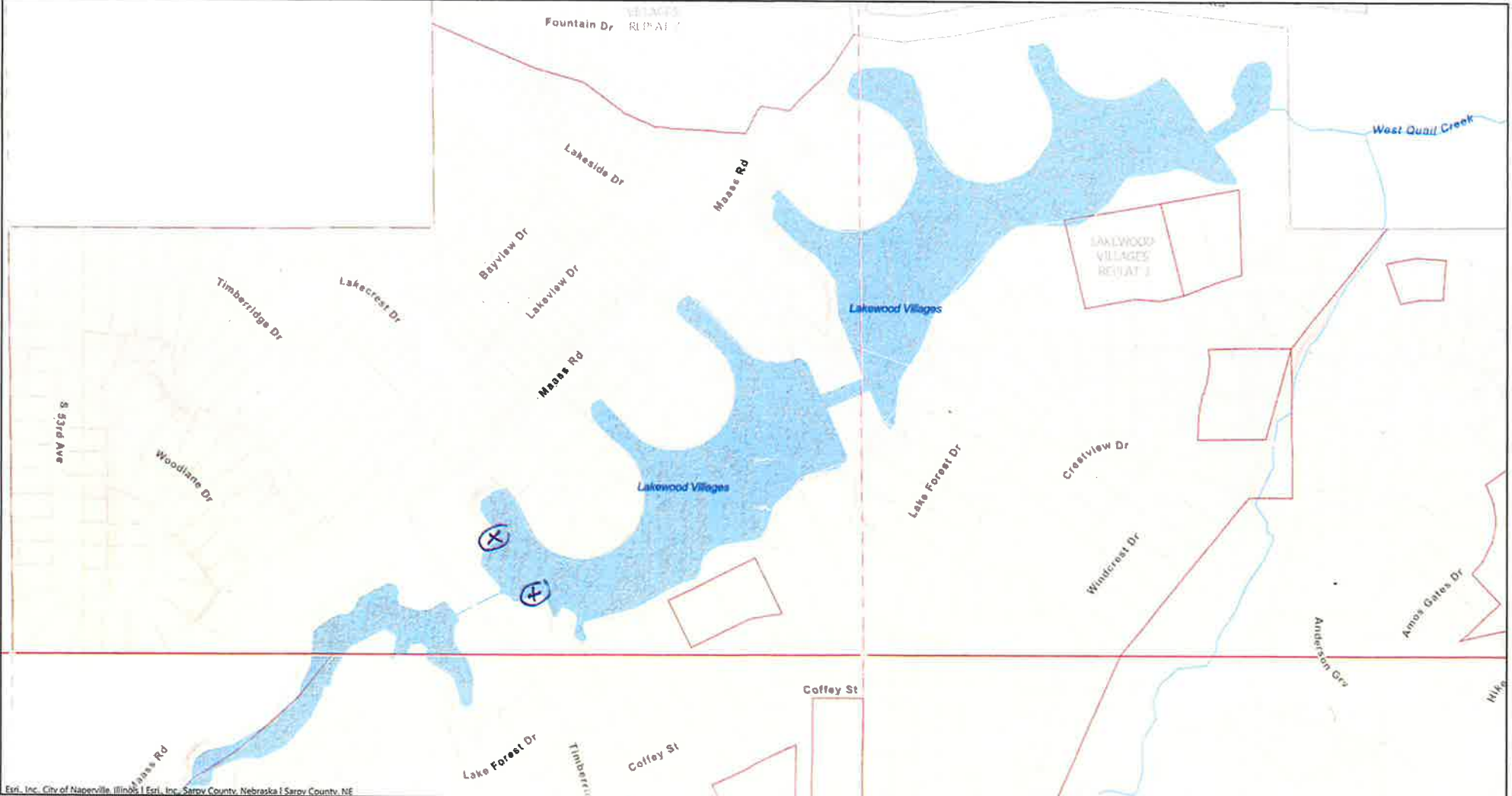


NEBRASKA GAME & PARKS



State Stamps are Included

NEBRASKA
- GAME & PARKS -



Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 4514

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



Notes

§ 6-1 ANIMAL CARE.

(A) No owner shall fail to provide his animals with sufficient good and wholesome food and water, proper shelter and protection from the weather, veterinary care when needed to prevent suffering and with humane care and treatment.

(B) No person shall beat, cruelly ill-treat, torment, overload, overwork or otherwise abuse an animal, or cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between animals and humans.

(C) No owner of an animal shall abandon such animal.

(D) Chickens or ducklings younger than eight weeks of age may not be sold in quantities of less than 25 to a single purchaser.

(E) No person shall give away any live animal, fish, reptile or bird as a prize for, or as an inducement to enter any contest, game or other competition; or as an inducement to enter a place of amusement; or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

(F) No person shall set within the city any leg-hold traps other than the type generally recognized as rodent control devices, except as provided below. Nothing in this section shall prohibit federal, state or local authorities from trapping nuisance or dangerous animals as such authorities deem necessary under the circumstances.

(1) Animal trapping shall be limited to the season beginning November 1 and continue through the last day of February the following year, as provided by State Statute.

(2) Trap sets shall be limited to snare and metal box traps.

(3) No traps shall be permitted on any land without written permission from the owner or all owners of property where the trap line is to be run.

(4) No trap set shall be permitted within 200 feet of any occupied building without written permission from the owner.

(5) No trap shall be set within 200 feet of any public park, designated forest or any feral cat community approved by the city council.

(6) Each trap shall be properly tagged according to State Statute.

(7) Due to the length of trap runs, an aerial map taken from Sarpy County GIS, Google Earth, or other recognized internet map service, of the property(s) where trap sets are to be installed shall be provided with the application delineating where each trap has been set.

(8) Any person desiring to set a trap within the city shall make application to the city clerk for a permit which shall be reviewed by the Bellevue Police Department and approved by the city council.

(9) If any domestic pet or animal is taken in a trap set, the incident shall be immediately reported to the Bellevue Police Department.

(G) No person shall expose any known poisonous substance, whether mixed with food or not, so that the same shall be liable to be eaten by any animal, provided that it shall not be unlawful for a person to expose on his own property common rat poison mixed only with vegetable substances.

(1964 Code, § 4-3) (Ord. 2162, § 7, passed 3-23-1981; Ord. 3822, § 1, passed 11-9-2015)

Statutory reference:

Cruelty to animals, see Neb. RS 1943, §§ 28-1004 et seq.

CITY OF BELLEVUE
ADMINISTRATION REPORT

February 24th, 2021

Administration

- Weekly legislative meeting with Lobbyist and UCSC to review bills that impact Bellevue/Sarpy.
- Attended ceremony for Jim Zymola for Life Saving Award.
- Meeting with Chief Clary to review assignments and manpower.
- Met with Sidewalk Committee to develop action steps for survey and targeted areas.
- Meeting with Legal and Finance to review retirement programs.
- Weekly Wastewater agency meetings for South Sarpy Sewer.
- Bi-Weekly meetings to review stats and action plans related to COVID.
- Meeting with Legal & PW to discuss WW Agency issues in our jurisdiction.
- Meeting with Project Engineers and Public Works to review future developments of 36th St. North of Hwy 370.
- Meeting with Captain Dargy related to Personnel matter.
- Meeting with Habitat for Humanity
- Bi-weekly Agenda meeting for Council.
- Review of project Blue Sky.
- Meeting with Bellevue Chamber of Commerce – ED.
- Library Renovation plan review
- Library meeting with Leo Daly for project development.
- Ft Crook Rd development plan reviewed and action plan discussed for future.
- SCEDC Quarterly review
- Attended BPD Awards and promotion ceremony.
- Meeting with Councilman McCaw
- Meeting with Councilman Stinson.
- Project Rex review with Mark Elbert.
- Meeting with Bellevue Chamber Board Chair.
- Meeting with Doug Clark to review contract for repairs.
- Meeting with Coode, Community Development and Legal regarding clean up and mowing contracts.
- Bi-Weekly meeting with Offutt for community leader's engagement.
- Meeting with Legal regarding ordinances.
- Met with or paid site visit to several residents during snow storm.

Community Development

Covid 19 Update

EOC team meeting now are twice a month and not every week

Steps are still being taking to do as many virtual meetings as possible through April

Buildings and rooms continue to be "Fogged" as requested by staff

CITY OF BELLEVUE
ADMINISTRATION REPORT

The tracking and reporting of expenses continues as related to COVID

Working with Sarpy/Cass HD on hosting closed pod vaccination clinics at Training Site

Encouraging staff to register with the State to get vaccine when ready

Planning

Attended Sidewalk Task Force meeting

Met with a Developer on a Flex project

Conducted a pre-application meeting on a single family and multi family project

Conducted a pre-application on a light industrial project

Updates made to the Comprehensive Plan

Attended a meeting on the Fort Crook Rd plan

Permits and Inspections

Performed 495 Inspections

Issued 5 new permits for single family dwellings

Code Enforcement

Notices Issued -40

Red Tags – 47

Clean ups – 2

Calls – 777

Towed Vehicles – 5

Tree Removals – 0

Communications

Meeting bi-weekly with the other Sarpy PIOs on COVID 19

Continue to work on the Annual Review with Heartland Marketing

Helped with Life Saving Award presentation

Made requested changes to the web site

Finance

(See Attached)

City Clerk

- Citizen Communication – Topic for Consideration Forms received by Clerk’s Office (Month of February - No Forms for Consideration were received)
- Trash Hauling Permits – The following companies have received Permits for 2021: FCC Environmental Services NE; Waste Connections/Papillion Sanitation; Premier Waste Solutions and Waste Management
- Working on the reorganizing of Clerk’s tab on City Website
- Working on revising the Fireworks Ordinance
- Codification Project Update – The Codification is finally complete. The new City Codes have been attached on the City’s Website on the Home page > Bellevue City Code and under the City Clerk tab > City Code.

Public Works

Engineering

Reviewing Priority Project for the City of Bellevue

- a. South Roads Drainage Culvert Repair/Replace
- b. Bid Opening for Gun Range Electrical
- c. Sarpy County Bridge Replacement
- d. Waste Water Study Blue Sky Opportunity

Facilities

- a. Cemetery Road Project Review/Kiosk
- b. BAE Walk Through
- c. MUD Bills Review

Fleet Services

- a. Old Parts Review and Evaluation
- b. Snow Removal Repairs

Parks

- a. Snow Removal
- b. Reviewing Mowing Work

Streets

- a. Snow Removal
- b. South Roads Drainage Project
- c. Reviewing 5 Snow Removal Accidence

Waste Water

- a. Assisting with Sarpy County Force Sanitary Line Review
- b. Reviewing Waste Water System East of Hyda Hills
- c. Assessing Bellevue Waste Water Capabilities South of the Ridgeline

Police

- 02/01 – SWAT/STacMed Directors meeting
- 02/02 – Jim Zymola lifesaving ceremony
 - City Council Meeting
- 02/03 – Retiree Coffee
 - Lunch with Sarpy Co. Attn
 - Sidewalk Meeting
- 02/05 – NSP Officer-Involved-Shooting Meeting
- 02/08 – Meeting with Chief Guido (STacMed)
- 02/09 – Exit Interview with O’Connor
- 02/10 – NSP Capt. Sutter lunch
- 02/11 – Awards Ceremony
- 02/16 – Lunch with Lt. Colonel Cheatham
 - City Council Meeting
- 02/17 – Lunch w/ Chief Friend (Metro Comm College)
- 02/18 – SDLEA Advisory Board Meeting
- 02/22 – Lozier Foundation – Racial Equity Workshop
 - 02/22 Diversity in Law Enforcement Seminar
- 02/23 – Lozier Foundation – Racial Equity Workshop

COVID Mtgs. – 02/14 and 02/28

Library

- The Zinio digital magazine platform which the library had through RBDigital is being discontinued. Instead, the public will have access to magazines through the OverDrive platform. There are at least two positives to this move: 1) More magazine options (over 3000 popular magazines); 2) The Nebraska Library Commission will be funding the cost of these magazines at least for this year. Magazines will NOT count against a user's OverDrive limit for ebooks and eAudiobooks. Magazines will automatically be "returned" just like OverDrive's other digital content.
- In the Winter Reading Challenge, through the library's online BeanStack interface, some 59,772 minutes were read in a month, or nearly 996.2 hours. Each of the age group winners (children, young adult, adult) read 3,000 minutes or more. All winners received gift cards. The challenge was managed by Young Adult librarian Crystal Anderson.
- The library will be celebrating its annual Seussathon virtually this year on Tuesday, March 2, from 9 a.m. to 6 p.m. This event recognizes children's author Dr. Seuss as part of the Read Across America campaign. Some 20 persons have signed up to read books by Dr. Seuss via Zoom for 15 minutes intervals on that day.
- The library's online Enterprise catalog now includes more enhanced content for patrons. When they click on a title, they can get such things as "About the Author," series information, "You May Also Like" suggestions, and professional reviews. The library is hoping this helps patrons find new titles to enjoy and ways to find read-alikes.
- There were 101 attendees at the first Virtual Family Trivia event held via Zoom on Saturday, Feb.20. The event, conducted by the Children's Department, awarded Chick-fil-A gift cards to the winners. Several families made it an event for their households and had food out and everyone sitting around and working out answers.

Fire

(See Attached)

1. Month-end/Year-end financials

February YTD numbers reflecting favorable results. Full year is expected to track budget.

City-Wide Financials - Year-To-Date February 2021 (Estimated)

	YTD February 2021 (Estimated)				Full Year 2021 Forecast		
	Actual + Feb 2021 Est	Budget	Variance	Prior Year Actual	Actual	Budget	Variance
Revenues							
Property Taxes	4,130,126	4,130,126	-	3,770,655	28,715,639	28,715,639	-
Sales Taxes	6,281,859	5,313,042	968,817	5,279,498	12,751,300	12,751,300	-
Occupation/Business Taxes	763,281	1,001,148	(237,867)	994,288	2,221,283	2,221,283	-
Other Revenues	14,802,221	14,666,751	135,470	15,414,157	55,624,195	55,624,195	-
Total Revenues	25,977,487	25,111,067	866,420	25,458,598	99,312,417	99,312,417	-
Expenditures							
Personnel	8,530,016	13,513,992	4,983,976	12,934,145	32,805,878	32,805,878	-
Department Expenditures	8,130,470	9,743,119	1,612,649	8,043,454	22,820,155	22,820,155	-
Capital Expenditures	2,474,665	224,030	(2,250,635)	1,862,726	25,998,506	25,998,506	-
Other Expenditures	8,834,431	10,179,857	1,345,426	6,532,847	15,687,878	15,687,878	-
Total Expenditures	27,969,582	33,660,998	5,691,416	29,373,172	97,312,417	97,312,417	-
Net Revenues	(1,992,095)	(8,549,931)	6,557,836	(3,914,574)	2,000,000	2,000,000	-
Cash Balance	18,409,623			15,777,294			

Better than budget. Better than Prior Year. Cares Act Funds received of \$3.7 million helped!

2. Debt (No Change To Budget)

Debt increased with annexations, as planned. Manageable.

City of Bellevue
2020-21 Annual Budget
Bonded Indebtedness

	Total Debt	Total Debt to Valuation	Highway Allocation to Bonds	Wastewater Bonds	Net GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-19	\$ 53,370,000	1.57%	\$ 7,505,000	\$ 2,415,000	\$43,450,000	1.28%
Principal Payments During Year	(4,955,000)		\$ (410,000)	\$ (240,000)	\$ (4,305,000)	
New Debt Issued (Includes Annexation Debt Acquired)	30,490,000		\$ -	\$ -	\$ 30,490,000	
Ending Bonded Indebtedness at 09-30-20	78,905,000	1.80%	\$ 7,095,000	\$ 2,175,000	\$69,635,000	1.59%
Principal Payments During Year	(5,390,000)		\$ (435,000)	\$ (250,000)	\$ (4,705,000)	
New Debt To Be Issued	13,640,000		\$ 5,340,000	\$ 1,700,000	\$ 6,600,000	
Ending Bonded Indebtedness at 09-30-21	\$ 87,155,000	1.99%	\$ 12,000,000	\$ 3,625,000	\$71,530,000	1.63%

Valuation: \$4,379,801,232

(Valuation "re-certified" by Assessor to \$4,375,426,659 on 3/18/2020)

Noteworthy: On January 19, 2021, the City Council approved issuance of bonds up to \$4,350,000 to refinance existing debt that was estimated to save approximately \$100,000. Those bonds have been finalized in the amount of \$4,270,000 and will save \$256,841! The City has been fortunate with the timing of market and advice.

3. Budget Summary (No Change)

**City of Bellevue
Cash Roll-Forward
2020-21 Annual Budget**

	Total
Forecasted Fund Balance (Cash) at 09-30-20	\$ 21,230,661.63
Budgeted Revenues	\$ 99,312,417.54
Budgeted Expenditures	\$ 97,312,417.54
Budgeted Net Increase	\$ 2,000,000.00
Budgeted Fund Balance (Cash) at 09-30-21	\$ 23,230,661.63

4. Finance Activities

- a. Determining the need and timing of issuing bonds to cover street work throughout the City, including 36th street.
- b. FYE2020 Audit on track to be submitted to state by March 31, 2021.
- c. Crafting Management’s Discussion and Analysis section of the audit report. This highlights financial and other metrics of the City of Bellevue for the year ended September 30, 2020.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 2/23/2020

A. General Items:

- QA/QI
- Working to begin allowing students and residents back into stations for ride alongs
- Creating training presentations for equipment received from CARES funding
- Placed one full-time paramedic on ALS probation over the weekend
- Testing out one probationary paramedic from probation next week
- Continuing to work with Sarpy/Cass Health Department to put on COVID clinics-one scheduled for 2-24 and one for 3-10. Assisting police and fire who wish to be vaccinated and have not yet done so.
- Working on call back procedures.
- Working on change over plan for City phone system.
- Assistant Chief Betts and Steven Wisnieski in webinar training hosted by Sarpy IT for Incident Response to Cyber Attacks.

B. Training:

- Basic vehicle extractions.
- Hurst tool (jaws of life) training.
- OB/GYN Emergencies
- CO Exposures.
-

C. Inspections:

- Final inspection remodel 701 Galvin Rd. S. Ste 101.
- Suppression hood plan review Once-N-Again 11820 S. 25th St.
- Plan review office remodel Thanksgiving Lutheran Church 11513 S. 37th ST.
- Plan review remodel Target 3803 Twin Creek Dr.
- Plan review remodel Navy Federal Credit Union 3604 twin Creek Dr. Ste. 106.
- Final inspection remodel Tiger Paw Software 2201 Thurston Circle Ste. 107.
- Chap Center upgrades plan review 1201 Gregg Rd.
- Grace Bible Church remodel 1001 Fort Crook Rd.
- Inspect fire sprinkler systems repairs on 9 buildings that were damaged due to the cold weather.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

D. Calls:

Fire – 73
Rescue - 165

E. Ambulance Billing

January 1-31, 2021

\$ 263,257.00 has been billed out to insurance companies (340 insurance claims)
<\$118,465.65> approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$263,257.00))

\$ 144,791.35 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 106,219.80 deposited into the bank January 1-31, 2021

3,846.80 additional revenue in Credit/Debit card payments were received January 1-31, 2021.

\$ 110,066.60 TOTAL January 1-31, 2021 rescue fee revenue

Statement Billing:

242 statements were mailed to patients for unpaid account balances – from old billing system
These statements totaled \$ 123,353.25

196 statements were mailed to patients for unpaid account balances-from NEW billing system\
These statements totaled \$ 108,582.63

This is money owed the City from patients who have balances on their accounts after their insurance has paid
OR patients who are self-pay.

We will continue to run statements from the original server based system through the month of May, 2021.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

F. Manpower Report Staffing

Staffing Report from 1/25/2021 through 1/31/2021

Monday	AM	T21	3-Person	
Monday	PM	Full		
Tuesday	AM	E31	3-Person	
Tuesday	PM	Full		
Wednesday	AM	T21	3-Person	
Wednesday	PM	T21	3-Person	
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	Full		
Saturday	PM	T21	3-Person	
Sunday	AM	T21	3-Person	
Sunday	PM	Full		

Staffing Report from 2/1/2021 through 2/7/2021

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	T21	3-Person	
Tuesday	PM	Full		
Wednesday	AM	T21	3-Person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	T21	3-Person	
Saturday	PM	Full		
Sunday	AM	E41	3-Person	EMS Sup 2 OOS
Sunday	PM	Full		





City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 2/8/2021 through /14/2021

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	E31, E41	3-Person
Thursday	AM	T21, E31	3-Person
Thursday	PM	Full	
Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	T21	3-Person
Saturday	PM	T21	3-Person
Sunday	AM	T21	3-Person
Sunday	PM	T21	3-Person

Staffing Report from 2/15/2021 through 2/21/2021

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	Full	
Wednesday	PM	Full	
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	Full	
Saturday	PM	Full	
Sunday	AM	Full	
Sunday	PM	Full	