

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

Tuesday, December 20, 2022 6:00 PM

Bellevue City Hall

1500 Wall Street


Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Danny Fudge, Immanuel Baptist Church, 312 W. 20th Avenue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Approval of the December 6, 2022 City Council Minutes.
6. (*) APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
 - a. Presentation from Hanna Keelan on the Affordable Housing Action Plan.
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend appointment of Randall Lasenburg to the Board of Adjustment, as an alternate, to serve a (3) three-year term, ending February 2025 and reappointment of Councilwoman Kathy Welch to the Design Review Board, to serve a (3) three-year term, ending August 2025. (Mayor Hike)
 - b. (*) Recommend the appointment of Annie Mathews as the Interim City Attorney. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE REC'D
10. LIQUOR LICENSES:
 - a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for TFL, Inc. dba "Mega Saver" for a Class "D" Liquor License at 12701 S. 28th Avenue, Bellevue to sell beer, wine, and distilled spirits, Off Sale Only and Kamol Samiev as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4112: Request to annex miscellaneous rights-of-way. Applicant: City of Bellevue. (Planning Manager)
 - b. Ordinance No. 4113: Amending the Economic Development Program and authorize the Mayor to sign. (Administration/Community Development Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4114: An updated compensation ordinance to reflect the new minimum wage set in Nebraska by anticipated changes to State Statute 48-1203, per voter passage of Nebraska Initiative 433. (HR Director)
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Request for a Conditional Use Permit (CUP) for Lot 2, Bellevue Business Park Replat VI, for the purpose of an automobile repair shop. Applicant: Dennis R. Schrower, LLC. General Location: South 10th Street and Alberta Avenue. (Planning Manager)
15. RESOLUTIONS:
 - a. Resolution No. 2022-38: A resolution approving the creation and by-laws of the Mayor's Youth Council and authorize the Mayor to sign. (Mayor Hike)
 - b. Resolution 2022-39: A resolution repealing Resolution No. 2022-02, effective January 1,

2023. (HR Director)

c. Resolution No. 2022-40: Approve the City of Bellevue Affordable Housing Action Plan and authorize the Mayor to sign. (Planning Manager)

16. CURRENT BUSINESS:

a.  Approve and authorize Mayor to sign the Second Addendum/Extension to Lease Purchase Agreement with Premier Sports Village LLC. (Administration/Community Development Director)

b. Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with the Housing Foundation for Sarpy County for the Mixed-Use Development Project, in the amount of \$150,000.00. (Finance Director/CDBG Program Specialist)

c. Approve and authorize the Mayor to sign a Real Estate Broker Services Agreement with CBRE Inc. to be the City's Real Estate Agents. (Administration)


d. Approve and authorize the Mayor to sign the Proposal from Hotel & Leisure (H&LA) Advisors to prepare a business plan for the indoor waterpark & hotel, in an amount not to exceed \$25,000.00. (Public Works Director)

e. Approve and authorize the Mayor to sign Supplemental Agreement No. 12 with Felsburg Holt and Ullevig (FHU) for professional services on 36th Street Preliminary Design - N370 to Cornhusker Road, in an amount not to exceed \$10,205.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the proposal with Heimes Corp for an emergency sanitary sewer line replacement, in an amount not to exceed \$53,540.30. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly Report is given at the first Council Meeting of the month - December report will be attached to the January 17, 2023 Council Packet)**

18. CLOSED SESSION:

a.  Discussion regarding personnel matters.

19. ADJOURNMENT

MINUTE RECORD

*5b1.
12/20/2022

Bellevue City Council Meeting, December 6, 2022, 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 6th of December 2022, at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

Also present were City Administrator Jim Ristow, City Attorney Bree Robbins, and Assistant City Attorney Annie Mathews.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Pastor Richard Nakai, Bellevue Christian Center, 1400 Harvell Drive, gave the invocation.

OPEN MEETINGS ACT

Mayor Hike announced a copy of the Open Meetings Act is posted by the entry in the City Council Chambers.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Burns, seconded by Casey, to approve the consent agenda consisting of the following items: Approval of the November 15, 2022 City Council Minutes, and Acceptance of Election Certificates. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Adjourn sine die

There being no further business to come before the Council at this time, on motion by Burns, seconded by Cook, at 6:03 p.m. the meeting adjourned sine die.

Administration of Oath of Office

The Honorable Judge S. Colin Palm, District Court Judge of the Second Judicial District, administered the Oath of Office to elected Mayor Rusty Hike, Ward One Councilman Rich Casey, Ward Six Councilman Jerry McCaw, and Ward Four Councilwoman Kathy Welch. A short break followed.

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 6th of December 2022, at 6:23 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

Open Meetings Act

Mayor Hike announced a copy of the Open Meetings Act is posted in the entry to the City Council Chambers.

APPROVAL OF THE AGENDA:

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

Motion was made by Cook, seconded by Welch, to amend the agenda by moving Item 21i. after item 12a. Roll call vote to approve the agenda as amended was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Burns, seconded by McCaw, to approve the consent agenda consisting of the following items: Acknowledge receipt of the November 17, 2022 Planning Commission Minutes; Acknowledge receipt of the October 11, 2022 Tree Board Minutes; Approval of Claims; Appoint Robert Joseph Riggs, Class A, License S-1359, as the employed street superintendent for the purpose of the 2023 calendar year Highway Incentive Program, from January 1, 2023 through December 31, 2023; Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss; and Approve and authorize Mayor to sign the Notice and Request for Consent for Assignment of Contract to Honeywell for Service Agreement with US Digital Designs, Inc. (dated 1/14/19) for Fire Station Alerting System.

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

MINUTE RECORD

Bellevue City Council Meeting, December 6, 2022, Page 2

SPECIAL PRESENTATIONS:

Presentation from Fastwyre Broadband (Public Works Director)

Mr. Jim Patterson, Fastwyre, gave a presentation. He provided a description of the company and the services Fastwyre provides to communities. He advised the intent this evening is to obtain a license to be a cable service provider and obtain video franchise from the city to offer video services.

Mayor Hike referred to the video services, questioning if they need to go back and add more wire underground. Mr. Patterson explained that is all done through the fiber optics. Discussion followed.

Councilwoman Welch questioned if internet, phone, and cable are offered. Mr. Patterson said all three services will be provided.

Councilwoman Welch questioned what benefit is offered to consumers. Mr. Patterson stated they are a local, Nebraska based firm. Most of the services will have representatives in Nebraska. Their customer service is exceptional. Conversation ensued.

Councilman Cook stressed communication is important and requested the company communicate better with the citizens. Mr. Patterson stated when the company is doing work in the area there are door hangers placed on their doors. They will work better to provide communication. Conversation ensued.

Councilman Cook requested an explanation on the pedestals.

Mr. Shane Morris, 236 East River Drive, Fastwyre, explained the pedestals are above ground, knee high to thigh high, and typically feed to six to eight homes. They are not located in every yard, but every few homes. Councilman Cook inquired if the location of the pedestals will be in the front yard. Mr. Morris stated it depends on the neighborhood, but typically yes. Discussion followed.

Councilman Cook inquired if there is damage caused by the company, such as to a sprinkler system, will the company repair it. Mr. Morris advised any damage the company causes they will fix and repair at their expense.

Mr. Bill Thomas, 4931 S. 79th Street, Omaha, provided an explanation on the purpose and importance of the pedestals. Councilman Cook questioned if everyone is going to have a pedestal. Mr. Thomas stated no. He advised there are one to two pedestals per block. Conversation ensued.

Councilman Cook initiated conversation on the placement of the box on houses. Mr. Thomas explained typically the box is located on the back of the house or side. Discussion will take place with the contractor and the homeowner on the placement. Discussion followed.

Councilman Cook thanked Fastwyre for the information and reiterated communication to the citizens is key. Mayor Hike mentioned the City could put something on their public access channel and social media if they know when their crews will be moving into an area.

Councilman Casey inquired in installation takes places in the winter when the ground is frozen. Mr. Thomas advised yes it goes year-round.

Councilman Casey inquired if he is a homeowner and doesn't want a pedestal in his yard, how would he address that. Mr. Thomas stated the structures are placed in the public right-of-way.

Councilman Casey questioned if everything is done by boring or if trenches are dug. Mr. Thomas stated it is mostly done by boring and there is pot holing to dig up existing utilities.

Councilman McCaw inquired if he has an app for the service, will he still get service to the house. Mr. Patterson stated the app is just for video. Discussion followed.

Councilman Cook mentioned he stopped and talked to a crew working. They were very polite and professional. They gave him a number to call for questions they could not answer.

Approve and authorize the Mayor to sign the Franchise Agreement with Fastwyre Broadband for cable service. (Public Works Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the Franchise Agreement with Fastwyre Broadband for cable service. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORGANIZATIONAL MATTERS:

Election of the City Council President for 2022. (Motion is needed to vote by secret ballot)

MINUTE RECORD

Bellevue City Council Meeting, December 6, 2022, Page 3

Motion was made by Welch, seconded by Casey, to elect Paul Cook as City Council President. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Mayor Hike stated Councilman Cook has been an excellent President. He is very responsive and thorough.

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Kinseth Hospitality Co. dba "Courtyard Marriott and Conference Center" at 3730 Raynor Parkway, Bellevue an extension of their current Liquor License to include their Outdoor Patio. (City Clerk)

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

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

Motion was made by Cook, seconded by Casey, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Kinseth Hospitality Co. dba "Courtyard Marriott and Conference Center" at 3730 Raynor Parkway, Bellevue for an extension of their current Liquor License to include their Outdoor Patio. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Infinity Hospitality Inc. dba "Hampton Inn Bellevue" for Class "I" Liquor License at 3404 Samson Way, Bellevue to sell beer, wine, and distilled spirits, On Sale Only and John E. Klimpel as Manager. (City Clerk)

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

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

Motion was made by Burns, seconded by McCaw, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Infinity Hospitality Inc. dba "Hampton Inn Bellevue" for Class "I" Liquor License at 3404 Samson Way, Bellevue to sell beer, wine, and distilled spirits, On Sale Only and John E. Klimpel as Manager. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4111: An ordinance to redefine ward boundaries due to the 2022 annexations. (Administration)

Ordinance No. 4111: An ordinance to amend Section 9-3 of the Bellevue Municipal Code to provide for revised City Council Ward Boundaries; to repeal Section 9-3 of the Bellevue Municipal Code as heretofore existing; and to provide for the effective date of this ordinance was read for the third and final time.

Motion was made by Welch, seconded by Burns, to approve Ordinance No. 4111: An ordinance to amend Section 9-3 of the Bellevue Municipal Code to provide for revised City Council Ward Boundaries; to repeal Section 9-3 of the Bellevue Municipal Code as heretofore existing; and to provide for the effective date of this ordinance. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4112: Request to annex miscellaneous rights-of-way. Applicant: City of Bellevue. (Planning Manager)

Ordinance No. 4112: An ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date was read for the second time and a public hearing was held.

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

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

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Councilman Burns left the Council Chambers at 7:08 p.m. and returned at 7:10 p.m.

Mayor Hike stated the third and final reading will be heard at the Council meeting on December 20, 2022.

Ord. No. 4113: Amending the Economic Development Program and authorize the Mayor to sign. (Administration/Community Development Director)

Ordinance No. 4113: An ordinance to amend Article IX to Chapter 11 of the Bellevue Municipal Code pertaining to the Economic Development Program for the City of Bellevue, Nebraska; and to provide for the effective date of this ordinance for the second time and a public hearing was held.

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

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

Mayor Hike stated the third and final reading will be heard at the Council meeting on December 20, 2022.

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4114: An updated compensation ordinance to reflect the new minimum wage set in Nebraska by anticipated changes to State Statute 48-1203, per voter passage of Nebraska Initiative 433. (HR Director)

Ordinance No. 4114: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the City; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4110; and providing for an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 20, 2022.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Public Hearing on the Community Development Block Grant (CDBG) 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER). (Finance Director/CDBG Program Specialist)

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

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

RESOLUTIONS:

Resolution No. 2022-37: Authorizing the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2021-2022 Community Development Block Grant Program (CDBG) to the U.S. Department of Housing and Urban Development and authorize the Mayor to sign. (Finance Director/CDBG Program Specialist)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2022-37: Authorizing the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2021-2022 Community Development Block Grant Program (CDBG) to the U.S. Department of Housing and Urban Development and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

Recommendation to approve purchase of a 2022 F-150 Crew Cab Pickup, in an amount not to exceed \$64,170.00. (Fire Chief)

Motion was made by Casey, seconded by McCaw, to approve purchase of a 2022 F-150 Crew Cab Pickup, in an amount not to exceed \$64,170.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the Food Pantry Relocation Assistance Project, in the amount of \$240,080.00. (Finance Director/CDBG Program Specialist)

Motion was made by Burns, seconded by Welch, to approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with

MINUTE RECORD

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Eastern Nebraska Community Action Partnership (ENCAP) for the Food Pantry Relocation Assistance Project, in the amount of \$240,080.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the documents to release the Community Development Block Grant (CDBG) Housing Rehabilitation Deed of Trust for 405 W. Sarpy Avenue, including the Deed of Reconveyance, in an amount not to exceed \$12,194.60. (Finance Director/CDBG Program Specialist)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the documents to release the Community Development Block Grant (CDBG) Housing Rehabilitation Deed of Trust for 405 W. Sarpy Avenue, including the Deed of Reconveyance, in an amount not to exceed \$12,194.60. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and accept the bid proposal from Creative Sites, LLC for Normandy Hills Park Playground, in an amount not to exceed \$44,000.00. (Public Works Director)

Motion was made by Welch, seconded by Casey, to approve and accept the bid proposal from Creative Sites, LLC for Normandy Hills Park Playground, in an amount not to exceed \$44,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the OPPD Project Proposal and Waiver for a new transformer service to South Lift Station (renamed Brown River Lift Station), in an amount not to exceed \$92,000.00. (Public Works Director/Wastewater & Solid Waste Superintendent)

Motion was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the OPPD Project Proposal and Waiver for a new transformer service to South Lift Station (renamed Brown River Lift Station), in an amount not to exceed \$92,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the addendum to the original agreement with HDR for the Bellevue South Lift Station - Phase 2 (renamed Brown River Lift Station) project, in an amount not to exceed \$10,700.00. (Public Works Director/Wastewater & Solid Waste Superintendent)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the addendum to the original agreement with HDR for the Bellevue South Lift Station - Phase 2 (renamed Brown River Lift Station) project, in an amount not to exceed \$10,700.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve the bid proposal from SourceWell for Anderson Ford to purchase a F350 XLT Sand Truck and F450 Mowing Truck, in an amount not to exceed \$126,876.00. (Public Works Director/Parks and Recreation Director)

Motion was made by Welch, seconded by McCaw, to approve the bid proposal from SourceWell for Anderson Ford to purchase a F350 XLT Sand Truck and F450 Mowing Truck, in an amount not to exceed \$126,876.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) regarding the grading and construction permits for the work within Southern Sarpy Watershed. (Public Works Director)

Motion was made by Casey, seconded by Cook, to approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) regarding the grading and construction permits for the work within Southern Sarpy Watershed. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current reports (Monthly reports are given at the first Council Meeting of each month – November report is attached to Council Packet.)

Councilman Burns inquired what the discussion was Mr. Ristow had involving the sale of city property. Mr. Ristow explained there is a piece of property off Franklin which has no use for public use. The property owner adjacent to the property would like to purchase it for personal use. The city is waiting for the appraisal to come back.

Councilman Burns requested information on the meeting with Mayor Hike and Brent Truitt from Byrd Scooter regarding the potential pilot program in Bellevue. Mr. Ristow stated Byrd Scooter approached the city last year regarding electric bikes and scooters. Discussion occurred on where the best location would be and if this is something for the city.

MINUTE RECORD

Bellevue City Council Meeting, December 6, 2022, Page 6

Councilman Burns requested more information Mr. Ristow had with Ashley Decker regarding job classifications. Mr. Ristow explained one of the items discussed was to changing Tracy Niemier to Facility Maintenance Manager. The other item discussed was the wage base for part time employees and adapting to the minimum wage requirement by the state.

Councilman Burns requested information on the meeting with Councilman Cook and Chief Clary regarding policy issue. Mr. Ristow explained the discussion was regarding captains pay and whether it is comp or overtime. Discussion was on how to set policy for the swat commander.

Councilman Cook questioned if the Affordable Housing Plan will be at the next Council Meeting. Mr. Mark Elbert, Community Development Director, advised the plan is to have it presented to City Council at the next meeting.

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Cook, seconded by Welch, the meeting was adjourned at 7:25 p.m. Roll call vote on motion to adjourn was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on December 6, 2022; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

*6.
12/20/2022

CLAIMS FOR DECEMBER 20, 2022

PAGE 1

MAYOR

LIFT UP SARPY COUNTY	CPS-LUNCHEON	77.25
		<u>77.25</u>
		\$ 77.25

CITY ADMINISTRATOR

BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	235.81
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	65.91
IAAPA CONFERENCE	CPS-CONFERENCE-ELBERT	318.44
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	29.29
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	90.72
SPARTAN NASH STORES, LLC	CPS-WATER FOR OFFICE	121.07
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	87.94
		<u>949.18</u>
		\$ 949.18

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE - NOV 2022	59.99
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	81.04
		<u>141.03</u>
		\$ 141.03

LEGAL

BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	41.61
BREE ROBBINS	REIMB LOCAL MILEAGE	30.00
DROP BOX	CPS-CASE MANAGEMENT	19.99
NEBRASKA SUPREME COURT ATTORNEY	CPS-ATTORNEY LICENSING-MATHEWS, ROBBINS	196.00
QUINN'S QUALITY REPORTING, LTD	DEPOSITIONS-MAIN ST VS COB4004	620.28
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	60.48
UNITED STATES POSTAL SERVICE	CPS-MAILING	7.85
		<u>976.21</u>
		\$ 976.21

CABLE ADVISORY

BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	208.07
COX BUSINESS SERVICES	2022/11/19-12/18 MONTHLY SERVICE	9.04
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	21.96
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	60.48
		<u>299.55</u>
		\$ 299.55

CITY CLERK

BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	360.65
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	108.24
CHRISTINE SHADA	REFUND EVENT LICENSE FEE	50.00
GRETNA GUIDE & NEWS	LEGAL ADS	208.70
INDOFF, INC	COPY PAPER	53.99
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	38.07
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	60.48
		<u>880.13</u>
		\$ 880.13

MINUTE RECORD

CLAIMS FOR DECEMBER 20, 2022

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FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	FILE FOLDERS, FLASH DRIVES, OFFICE SUPPLIES, PRINTER SUPPLIES	262.68
BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	305.16
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	142.34
HANEY SHOE STORE	SAFETY SHOES-CHRISTENSEN	200.00
INFOSAFE SHREDDING	ON-SITE DOCUMENT SHREDDING	30.00
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	32.22
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	211.68
VILLAGE INN	CPS-LUNCHEON MEETING	94.70
		<hr/>
		\$ 1,278.78

LIBRARY

AMAZON.COM, LLC	BOOKS, OFFICE SUPPLIES, PROGRAM SUPPLIES,	1,597.12
BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	530.27
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2022/10/31-2022/11/29	201.09
CENGAGE LEARNING, INC	BOOKS	587.80
CHOOSECO LLC	CPS-BOOKS	216.89
COX BUSINESS SERVICES	2022/11/01-30 MONTHLY SERVICE	107.39
INGRAM LIBRARY SERVICES	BOOKS	4,597.74
LAKESIDE COLLECTION	CPS-PROGRAM SUPPLIES	23.51
LAURA ANN MISCHKE	REIMB FOR MAKER'S PLACE EXPENSES	290.98
LIBRARY IDEAS	BOOKS	411.27
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE 2022/10/31-2022/11/30	9.64
OMAHA PUBLIC POWER DISTRICT	202210/10-11/10 MONTHLY SERVICE	1,467.81
QUADIENT FINANCE USA, INC	2022/10/31 POSTAGE REFILL	1,199.65
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	241.92
RUFF WATERS	AQUARIUM MANAGEMENT	65.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
VERIZON WIRELESS	2022/10/17-11/16 MONTHLY SERVICE	400.10
WALMART-CAPITAL ONE	CPS- NOV 2022 PURCHASES	35.94
		<hr/>
		\$ 12,109.12

ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	FILE FOLDERS	54.98
ASHLEY DECKER	REIMB FOR EMPLOYEE APPRECIATION EXPENSE FROM SAM'S	720.06
BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	235.81
IDEAL PURE WATER COMPANY	BOTTLED WATER	33.50
INDUSTRIAL ORGANIZATIONAL SOLUTIONS	FTFF TEST	3,770.00
INFOSAFE SHREDDING	ON-SITE DOCUMENT SHREDDING	30.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	131.32
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	24.89

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ADMINISTRATIVE SERVICES/PERSONNEL

OMAHA PUBLIC POWER DISTRICT	2022/10/19-11/21 MONTHLY SERVICE	143.80
ONE SOURCE	BACKGROUND CHECKS	30.50
PATRICIA CATERING	EMPLOYEES APPRECIATION CHRISTMAS LUNCH	3,361.25
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	241.92
UKG INC	SUBSCRIPTION FEE	30,846.48
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	3,379.70
		\$ 43,004.21

CODE ENFORCEMENT

AMAZON.COM, LLC	PACKAGING TAPE, OFFICE SUPPLIES, TOOLS	74.70
BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	46.84
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	102.81
GREAT PLAINS UNIFORMS	UNIFORM-BOCKMAN	427.42
PAPILLION SANITATION	CODE DUMPSTER 2022/10/01-2022/10/14	549.76
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	241.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	688.46
		\$ 2,131.91

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-220814 FIBER OPTIC 2022/9/26-2022/10/23	13,285.63
ALFRED BENESCH & COMPANY	BPW-220915 SUPPORT SVC 2022/9/26-2022/10/23	1,828.00
AMAZON.COM, LLC	WRIST KEY CHAINS	5.97
BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	78.66
DOUG CLARK	REIMB TRAINING EXPENSES	315.50
HI-VIZ SAFETY WEAR, LLC	CPS-SAFETY WEAR	1,250.60
IAAPA CONFERENCE	CPS-CONFERENCE- CLARK	318.44
KITCHEN SINK COMMUNICATIONS	CONSULTING-COMMUNICATIONS AND PLANNING	163.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	105.70
ONE CALL CONCEPTS	LOCATES-NOV 2022	975.30
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	151.20
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	0.00
WALGREENS	CPS-DOCUMENT FRAMES	9.66
		\$ 18,487.66

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOM-CHURCH	687.00
BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	1,159.18
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	12.56
COX BUSINESS SERVICES	2022/11/01-30 MONTHLY SERVICE	214.78
CROW LAWN CARE LLC	MOWING	2,050.00
GRAINGER	GLOVES	128.42
HDR ENGINEERING, INC	BPW-211123 HAWORTH WW COLL SYS 2022/10/23-2022/11/26	14,792.41
HUGHES MULCH PRODUCTS	PLAYGROUND MULCH	3,600.00

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PARKS (cont'd)

MENARDS	DIAMOND BLADES	45.96
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	3,507.08
OMAHA PUBLIC POWER DISTRICT	2022/09/21-11/22 MONTHLY SERVICE	2,498.85
PRECISE MRM LLC	FLAT DATA PLAN	250.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	302.40
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	3,313.68
WESTLAKE ACE HARDWARE	LIGHTS-CHURCH	39.98
		<hr/>
		\$ 32,602.30

RECREATION

AMAZON.COM, LLC	WALL CLOCKS	67.52
COX BUSINESS SERVICES	2022/11/01-30 MONTHLY SERVICE	88.39
LAURA AGUILAR	REFUND DEPOSIT	175.00
OMAHA PUBLIC POWER DISTRICT	2022/10/19-11/21 MONTHLY SERVICE	206.76
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	60.48
SAM'S CLUB DIRECT	CPS-SAM'S CLUB PYMT-08/20/22 STMT	629.26
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	288.50
		<hr/>
		\$ 1,515.91

BUILDING MAINTENANCE

AMAZON.COM, LLC	DUSTER KITS, SIGN EXITS, DUSTER KITS	624.67
BIG RED LOCKSMITHS	SPINDLE ASSEMBLY	15.00
BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	3,541.51
HELM SERVICES, INC	REPLACE BROKEN FAN MOUNT AND BLADES	3,344.77
IDEAL PURE WATER COMPANY	BOTTLED WATER	26.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	132.34
MENARDS	RECIP BLADES, LUMBER, ANCHORS, SUPPLIES	540.51
MILLARD VACUUM	REPAIR VACUUM	199.95
NAPA AUTO PARTS	GASKET, DRAIN PLUG	1.40
OMAHA PUBLIC POWER DISTRICT	2022/10/10-11/10 MONTHLY SERVICE	942.18
OVERHEAD DOOR COMPANY	RESET SETTINGS ON OPENER-S ST SHOP	120.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	272.16
ROTO-ROOTER SERVICES CO	CHECKED MAIN DRAIN-LIBRARY	391.00
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	2,665.89
TK ELEVATOR CORPORATION	ELEVATORS MAINTENANCE-DEC 2022	512.06
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	766.31
WESTLAKE ACE HARDWARE	TREE CORD, LED LIGHTD, TREE CORD, STAPLES	48.33
		<hr/>
		\$ 14,144.08

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CEMETERY

BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	658.36
COX BUSINESS SERVICES	2022/11/01-30 MONTHLY SERVICE	83.39
OMAHA PUBLIC POWER DISTRICT	2022/10/19-11/21 MONTHLY SERVICE	554.16
PULVERENTE MONUMENT COMPANY	RESET STONES, MARKERS, VASES DUE TO PROPERTY DAMAGE	19,585.00
PULVERENTE MONUMENT COMPANY	MAUS DOORS	225.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	90.72
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	569.49
		<u>\$ 21,766.12</u>

STREETS

ALFRED BENESCH & COMPANY	BPW-171101 GREEG RD 2022/9/26-2022/10/23	729.00
ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 2022/9/26-2022/10/23	38,748.65
ALFRED BENESCH & COMPANY	BPW-220104 CONCRETE PROJECTS 2022/9/26-2022/10/23	8,705.54
ALFRED BENESCH & COMPANY	BPW-210719 SCHILLING DR 2022/9/26-2022/10/23	501.00
ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD 2022/10/24-2022/11/20	1,318.50
AMAZON.COM, LLC	BATTERY, IMPACT DRIVER, CHARGING CABLE, OFFICE SUPPLIES, PRINTER	322.32
BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	2,003.13
BURRELL ENTERPRISES, LLC	BPW-220104 2022 CONCRETE PROJ THRU 2022/12/3	106,509.79
CHARLES VRANA & SONS CONSTRUCTION	BPW-211224 HARLAN DR THRU 2022/12/3	305,077.13
CHARLES VRANA & SONS CONSTRUCTION	BPW-211224 FT CROOK RD BRIDGE THRU 2022/10/12	463,153.00
COX BUSINESS SERVICES	2022/11/01-30 MONTHLY SERVICE	274.17
IMSA	2023 MEMBERSHIP DUES-WITKOVSKI, HERTZIG	200.00
KEYMASTERS OF GREATER OMAHA	DUPLICATE KEYS	36.00
MCDONALD AND ASSOCIATES	CPS-MEAL CARDS FOR SNOW CREWS	1,000.00
MENARDS	ENT CONDUIT, GAPS FOAM, RAT PACK, VALVE	63.61
METROPOLITAN AREA PLANNING AGENCY	FY 2022 TIP FEE-36TH ST & SHERIDAN	17,279.00
METROPOLITAN COMMUNITY COLLEGE	CDL CLADD B TRAINING-B WHITED	994.69
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	187.73
MID-AMERICAN SIGNAL	CONFLICT MONITORS FOR 170	607.48
NEBRASKA IOWA INDUSTRIAL FASTENERS	SPIN LOCK NUTS, SUPPLIES	946.20
OMAHA PUBLIC POWER DISTRICT	2022/09/29-10/31 MONTHLY SERVICE	12,817.62
OMAHA PUBLIC POWER DISTRICT	2022/10/28-11/29 STREET LIGHTING SERVICE	81,181.86
OMNI ENGINEERING	ASPHALT	344.54
PRECISE MRM LLC	FLAT DATA PLAN	1,300.00
READY MIXED CONCRETE COMPANY	CONCRETE	4,681.58
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	816.48
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	5,423.45
		<u>\$ 1,055,222.47</u>

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FLEET MAINTENANCE

911 CUSTOM, LLC	CHARGE GUARD	457.94
ALLIED OIL & SUPPLY COMPANY	OIL	2,251.20
AMAZON.COM, LLC	BAR CLAMP KITS, MOUNT FOR HOSE REEL, HEADLIGHTS, TOOLS,	1,234.64
AUTOMOTIVE WAREHOUSE DIST, INC	ANTISEIZE COMPOUND, PARTS, COUPLINS, GATES	755.68
AUTOZONE, INC	WIPER BLADES	88.36
BAUER BUILT TIRE & SERVICE	SERVICE CALL, SUPPLIES	264.50
BAXTER FORD	PAN ASSEMBLY, JOINT KIT, BADE ASSY, VALVE	409.92
BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	0.00
BLIZZARD BOYS LLC	CPS-WIRE HARNESS, ISOLATION MODULE	1,355.16
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	82.49
CORNHUSKER INTERNATIONAL TRUCKS	WASHER HARNESS, BOLT, DOOR HANDLE, THERMOSTAT	720.14
COX BUSINESS SERVICES	2022/11/01-30 MONTHLY SERVICE	107.39
CUMMINS SALES AND SERVICE	NITROGEN OXIDE SENSORS	647.27
DANIELSON / TECH SUPPLY	TIRE SEALANT & PUMP	284.14
DULTMEIER SALES LLC	FLANGE	293.00
ED M FELD EQUIPMENT CO	THROTTLE, SUCTION, GENERATOR DEF	1,458.19
EDWARDS CHEVROLET-CADILLAC	BLOCK, CABLES	219.70
EDWARDS CHRYSLER DODGE JEEP RAM	ENGINE GASKET, THERMOSTAT	272.18
EQUIPMENT TECHNOLOGY, LLC	WEAR PADS THREADED	147.91
FORCE AMERICA DISTRIBUTING, LLC	JOYSTICKS, DUAL AXIS, GRANULAR FEEDBACK KIT, PRESSURE SWITCH	2,764.65
FREEDOM RACING TOOL	CPS-COMPRESSION ADAPTER TOOL	136.99
GRAINGER	GLOVES	37.10
HENDERSON PRODUCTS, INC	SPEED SENSOR, SPEED SENSOR, FEEDGATE JACKS	1,608.58
INLAND TRUCK PARTS CO	BRAKE DRUMS, SHOES AND HARDWARE	2,504.84
JIM HAWK TRUCK TRAILERS	MALE CONNECTORS	21.90
JOHNSTONE SUPPLY	CPS-INSULATION	26.00
KRIHA FLUID POWER CO	COUPLERS, PIPE ORB, NIPPLES	117.57
LAWSON PRODUCTS, INC	GRINDING DISC	167.04
MENARDS	VALVES, HINGES, BATTERIES	48.49
METROPOLITAN UTILITIES DIST	2022/11/02-12/02 MONTHLY SERVICE	119.76
NAPA AUTO PARTS	FILTERS, FITTINGS, CALIPERS, V-BELTS, BRAKE PARTS CLEANER	1,080.15
NEBRASKA IOWA INDUSTRIAL FASTENERS	NUTS, EYELETS, FENDER WASHERS	192.11
OMAHA PUBLIC POWER DISTRICT	2022/10/21-11/22 MONTHLY SERVICE	1,094.71
PRECISE MRM LLC	PRECISE DRIVER ID MODULE	14,624.51
QUALITY TIRE, INC	TIRES FOR GATORS	210.00
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	433.04
TITAN MACHINERY	FILTER	50.75
TOYNE, INC	GAUGE PANEL, SERVICE KIT	3,586.76
TRUCK CENTER COMPANIES-OMAHA	AIR BAG, BLOWER WITCH, DOOR VENTILATION	379.83
TY'S OUTDOOR POWER & SERVICE	FILTER	25.23
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	798.64
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	438.47
WILLARD AUTO MACHINE INC	REBUILD CYLINDER HEAD	1,115.12
		\$ 42,632.05

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SOLID WASTE

PAPILLION SANITATION	TRASH HAULING FEE-NOV 2022	332,637.49
		<u>\$ 332,637.49</u>

PLANNING

BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	71.15
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	45.19
GRETN A GUIDE & NEWS	LEGAL AD	30.72
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	90.72
		<u>\$ 237.78</u>

PERMITS & INSPECTIONS

AMAZON.COM, LLC	BUSINESS CARDS	145.00
BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	95.07
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	121.64
CHAD McBREEN	REIMB ELECTRICAL INSP EXAM FEE	125.00
CHRISTENSEN EXCAVATING CO, INC	DEMOLITION 1014 GRENOBLE DR	14,500.00
HOLIDAY INN OF KEARNEY	CPS-LODGING FOR TRAINING-MCBREEN	272.14
INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS	CPS-MEMBERSHIP DUES-MCBREEN	120.00
INT'L ASSOC OF PLUMBING & MECHANICAL INSPECTORS	MEMBERSHIP DUES-T RYBAR	20.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	1,065.96
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	241.92
		<u>\$ 16,706.73</u>

POLICE

ACTION SIGNS	INSTALL GRAPHICS	195.00
AMAZON WEB SERVICES, INC	WEB SERVICES-NOV 2022	413.92
AMAZON.COM, LLC	BATTERIES, CALENDARS, LABEL MAKER, OFFICE SUPPLIES, FOLDING CHAIRS, TRIPOD, COMPUTER SUPPLIES, SUN SHADES	2,928.90
AUTO BODY AUTHORITY	TOW CHARGE, CLEAN	1,615.00
AVERY L LOSCHEN	RENT FOR K9 BUILDING-JAN 2023	1,248.00
AXON ENTERPRISE, INC	CPS-TRAINING-SOLORIO	375.00
BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	1,684.72
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE-CMD	380.17
CHAD W REED	REIMB TRAINING EXPENSES	345.08
CLYDE ARMORY	RIFLESCOPE MOUNTS	5,270.00
CNA SURETY	SURETY BOND-MCDANIEL 2023/01/23-2027/01/15	40.00
COMFORT INN BAINS MOTELS	CPS-LODGING-MERCER	472.38
COX BUSINESS SERVICES	2022/11/01-30 MONTHLY SERVICE	184.99
CROWNE PLAZA-DALLAS	CPS-LODGING-CLARY, JASHINSKE, STROEHER	1,485.53
CULLIGAN OF OMAHA	BOTTLE WATER 2022/12/01-2022/12/31	301.10
DILLON BROTHERS H-D BUELL	REAR BRAKES, PADS, SIREN SWITCH, REPLACE CLUTCH	1,422.98
DOMINO'S PIZZA	CPS-WELCOME FOR NEW RECRUITS	57.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-NOV 2022	557.32
FBI LEEDA	CPS-TRAINING-PETTIT	695.00

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POLICE (cont'd)

FEDERAL EXPRESS CORPORATION	FREIGHT CHARGE	53.08
FIRST RESPONDERS FOUNDATION	IN-HOUSE MENTAL HEALTH CLINICIAN-SEP, OCT 2022	2,500.00
FIRST RESPONDERS FOUNDATION	IN-HOUSE MENTAL HEALTH CLINICIAN-NOV 2022	1,250.00
GALL'S, LLC	PR24 HOLDER, RAINCOAT, DUTY BELTS	780.90
GLOCK PROFESSIONAL, INC	CPS-TRAINING-PLEISS, SPENCER	500.00
GOVDIRECT, INC	LAPTOP AND WARRANTY	3,502.90
GREAT PLAINS UNIFORMS	SERVICE PLATE, UNIFORM ITEMS, VEST CARRIER	464.49
GRP & ASSOCIATES, IN	MEDICAL WASTE BOXES	92.00
HAMPTON INN-BELLEVUE	CPS-LODGING-ESTEP, RICHEY	576.00
HOTSY EQUIPMENT CO	HOSE FOR PRESSURE WASHER	55.95
INFOSAFE SHREDDING	ON-SITE DOCUMENT SHREDDING	120.00
J P COOKE COMPANY	METAL UNIFORM BADGE-PLEISS	22.85
JOSEPH GRAY	REIMB SUPPLIES FOR K9	49.19
KANSAS TURNPIKE AUTHORITY	CPS-TRAVEL TOLL FEE-CLARY	22.00
KEYSTONE CARPET & TILE	CPS-MAT FOR CARDIO ROOM	3,700.00
LEGAL & LIABILITY RISK MGT INSTITUTE	CPS-TRAINING-BEES	150.00
LP POLICE	MONTHLY LOCATE PLAN FEE-NOV 2022	259.90
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	470.70
MENARDS	MOUSE TRAPS, SUPPLIES	40.03
MIKE PETTIT	REIMB PER DIEM EXPENSES	324.50
MOTOROLA SOLUTIONS, INC	VISTA MOLLE MOUNTS	360.00
MYZONE, INC	CPS-WELLNESS PROGRAM	75.00
NAT'L TACTICAL OFFICERS ASSOCIATION	CPS-TRAINING-STUCK	765.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	CPS-TESTING & CERTIFICATION FEES	175.00
NEBRASKA SECRETARY OF STATE	NOTARY RENEWAL-MILOS, DUCKER	60.00
NEBRASKA UNCLAIMED PROPERTY	EVIDENCE CASH TURNED IN TO STATE TREASURER	1,483.04
NICHOLAS GREINER	REIMB PER DIEM	324.50
OMAHA PRESS CLUB	CPS-FORUM-OMAHA PRESS CLUB	39.90
OMAHA PUBLIC POWER DISTRICT	2022/10/10-11/10 MONTHLY SERVICE	37.61
PABLO SOLORIO	REIMB PER DIEM	32.33
PALACE STATION LAS VEGAS	CPS-LODGING-MELVIN, MILLER	536.86
PAT MCCARTHY PRODUCTIONS-STREET CRIMES	CPS-CREDIT FOR CANCELLED TRAINING-JANSEN	(450.00)
POLICE OFFICERS ASSOCIATION OF NEBRASKA	POAN HANDBOOKS	626.41
PREMIER POLICE TRAINING, LLC	SEARCH & SEIZURE POCKET GUIDES	291.00
PROJECT LIFESAVER INTERNATIONAL	LIFE SAVERS DEVICES AND CASES	2,340.50
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	3,830.80
SAFARILAND, LLC	EVIDENCE SUPPLIES	325.88
SECURE-IDLE, INC	CRUISER ANTI-THEFT DEVICES	934.57
SHERATON-DES MOINES	CPS-LODGING-PETTIT	610.40
SOUTHWEST AIRLINES	CPS-TRAVEL-REED	400.96
STREICHER'S INC	EQUIPMENT FOR RDF MEMBERS	1,754.83

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POLICE (cont'd)

SUPERSHUTTLE	CPS-CREDIT FOR CANCELLED SHUTTLE-LAMPMAN	(57.94)
THE FETI METHODOLOGY	CPS-TRAINING-GERMAN, TREINEN	790.00
U.S. CELLULAR	2022/11/09-12/08 MONTHLY SERVICE	88.56
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	18,069.82
VIKTOS, LLC	CPS-UNIFORM ITEMS-MARRS	148.70
VISTA PRINT	CPS-BUSINESS CARDS FOR NEW RECRUITS	107.48
WESTLAKE ACE HARDWARE	KEY	3.19
		<u>\$ 68,310.98</u>

FIRE & RESCUE

AMAZON.COM, LLC	CALENDARS, KEYBOARD, OFFICE SUPPLIES, PRINTER SUPPLIES, CLOTHING, TOASTER	913.36
BLACK HILLS ENERGY	2022/10/31-11/30 MONTHLY SERVICE	352.35
COX BUSINESS SERVICES	2022/11/01-30 MONTHLY SERVICE	214.78
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
OMAHA NEON SIGN CO	REPAIR, UPGRADE DOOR SIGNS-DOWN PAYMENT	8,390.00
OMAHA PUBLIC POWER DISTRICT	2022/09/29-10/31 MONTHLY SERVICE	5,461.03
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	2,630.88
STERICYCLE	ON-SITE SHREDDING SERVICE	144.00
STRYKER SALES CORPORATION	MAINTENANCE AGREEMENT 2018/08/09-2022/08/08	5,184.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	12,089.38
WALMART COMMUNITY	CPS-HALLOWEEN CANDIES-ALL DIST	341.44
		<u>\$ 35,729.17</u>

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2022/10/20-11/19 MONTHLY SERVICE	75.07
COX BUSINESS SERVICES	2022/11/01-30 MONTHLY SERVICE	175.06
FIRST NATIONAL INSURANCE COMPANY	POLICE FEE2022 BROKER FEES QTRLY	117,959.00
FORVIS, LLP	CAPITAL ASSET MANAGEMENT 2022	1,325.00
GOTOMEETING	MONTHLY CONFERENCE CALLS	17.12
MIDLANDS PRINTING	BUSINESS CARDS	222.59
PM AM CORPORATION	ALARM FEES - OCT 2022	2,170.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-JAN 2023	17,231.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
		<u>\$ 139,299.84</u>

INFORMATION TECHNOLOGY

HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
AMAZON.COM, LLC	COMPUTER SUPPLIES, EAR PIECES, REMOTE CONTROL	769.54
		<u>\$ 839.49</u>

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2206 LONGO DR - NEW LIBRARY

AVERY RENTS	CONCRETE BUGGY, TRAILER-LONGO	191.72
MIDWEST PROTECTION SERVICES	SEMI ANNUAL FIRE ALARM INSPECTION	659.66
TAILORED LAWN	WEED PULLING, TREE REMOVAL & WINTERIZATION	2,150.00
BIG RED STRIPING	STRIPING	2,268.75
COX BUSINESS SERVICES	2022/10/27-11/26 SERVICE	115.30
JIFFY/LEVENSPN'S SUPPLY	CLEANING SUPPLIES	454.45
METROPOLITAN UTILITIES DIST	2022/10/04-11/02	2,015.22
MMC MECHANICAL CONTRACTORS, INC	HAVAC SERVICES LEIDOS BAY 207	380.00
OMAHA PUBLIC POWER DISTRICT	2022/09/22-10/21 SERVICE	6,948.23
PAPILLION SANITATION	2022/11/01-11/30	296.83
REGAL FACILITY MANAGEMENT	MONTHLY JANITORIAL SERVICES	4,205.10
SELDIN LLC	MANAGEMENT FEES	1,450.00
SELDIN LLC	VA TOILET LEAK, REPLACE CEILING TILES	572.45
STERICYCLE	11/01/22 MONTHLY SERVICE	164.04
WATERLINK INC	MONTHLY WATER TREATMENT SERVICE	863.26
		<hr/>
		\$ 22,735.01

WASTEWATER

AMAZON.COM, LLC	SPOTLIGHTS	231.32
CENTURY LINK	2022/11/13-12/12 MONTHLY SERVICE	56.57
COX BUSINESS SERVICES	2022/11/01-30 MONTHLY SERVICE	83.39
DONALD MURRAY	REIMB CDL LICENSE	64.00
GEARHART CONSTRUCTION & PLUMBING	EMERGENCY SEWER REPAIR-SMITH RD	21,972.00
GRAINGER	LIGHT BAR, BODY HARNESS	811.93
METRO LEASING	LEASE 8735-2022/11/25-JET TRUCK	22,836.87
NAPA AUTO PARTS	FUSE HOLDR, TEST LEAD, FUSES	39.13
OMAHA PUBLIC POWER DISTRICT	2022/10/10-11/10 MONTHLY SERVICE	3,176.66
RELIANCE STANDARD INSURANCE	DENTAL INSURANCE-NOV 2022	514.08
STEPHEN MILLS	REIMB CDL LICENSE	64.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2022	4,067.07
WESTLAKE ACE HARDWARE	FILE AND GUIDE	35.99
		<hr/>
		\$ 53,953.01

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2022/11/23 MONTHLY SERVICE	100.16
BELLEVUE COMMUNITY FOUNDATION	LIGHTUP BELLEVUE	35,000.00
BELLEVUE COMMUNITY FOUNDATION	BCF COMMUNITY EVENTS	50,000.00
		<hr/>
		\$ 85,100.16

MINUTE RECORD

CLAIMS FOR DECEMBER 20, 2022

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COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT EXPENSES	5,011.83
EASTERN NEBRASKA COMMUNITY	ENCAP FOOD DELIVERY PRG	1,215.38
		<u>\$ 6,227.21</u>

LAW ENFORCEMENT

FABIOLA DIAZ	BPD EVIDENCE RETURN TO OWNER	4,082.00
		<u>\$ 4,082.00</u>

TOTAL CLAIMS FOR DECEMBER 20, 2022 \$ 2,014,076.83

TOTAL PAYROLL FOR DECEMBER 9, 2022 \$ 1,521,655.02

BELLEVUE, NEBRASKA

AFFORDABLE HOUSING ACTION PLAN – 2027/2032.

DECEMBER, 2022



H:K

HANNA:KEELAN
ASSOCIATES, PC

www.hannakeelan.com

Participants.

BELLEVUE, NEBRASKA

AFFORDABLE HOUSING ACTION PLAN – 2027/2032.

CITY ADMINISTRATOR

Jim Ristow

MAYOR

Rusty Hike

PLANNING MANAGER

Tammi Palm

BELLEVUE CITY COUNCIL

Thomas Burns

Rich Casey

Paul Cook

Kathy Welch

Don Preister

Jerry McCaw

AFFORDABLE HOUSING STEERING COMMITTEE

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Bradley Elkjer

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Scott Hankins

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Jim Hawkins

Leslie Miller

Piper Symington

Tanya Gifford

The **Bellevue, Nebraska Affordable Housing Action Plan (AHAP)** was prepared in partnership with the **City of Bellevue, Nebraska**, as well as both **public and private entities in Bellevue**. The **Housing Study** was completed with the guidance and direction of the **AHAP Steering Committee** and follows the requirements set forth in **Nebraska Legislative Bill 866**.

HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH

COMPREHENSIVE PLANS & ZONING * HOUSING STUDIES *
DOWNTOWN, NEIGHBORHOOD & REDEVELOPMENT PLANNING *
CONSULTANTS FOR AFFORDABLE HOUSING DEVELOPMENTS*

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* Becky Hanna, Tim Keelan, Keith Carl, Elvira Batelaan *

Bellevue, Nebraska Affordable Housing Action Plan – 2027/2032.

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SECTION 1

RESEARCH APPROACH & PLAN OBJECTIVES.

INTRODUCTION.

This **Affordable Housing Action Plan (AHAP)** provides statistical data and narrative identifying past, present and projected demographics, economic and housing conditions, local affordable housing needs/demand and specific initiatives for the promotion and development of affordable housing in the City of **Bellevue, Nebraska**, hereinafter referred to as the “**Bellevue AHAP**”. The **Plan** also includes the identification of potential future “**Affordable Housing Programs**” and the identification of local, State and Federal “**Funding Partners**” to assist in the affordable housing development process.

The Bellevue AHAP, adheres to the guidelines presented in *Nebraska Legislative Bill 866*, requiring all **Communities greater than 50,000 population** to prepare “**Affordable Housing Action Plans**” that promote the development of local affordable housing concepts/projects.

The **Bellevue AHAP** was conducted for the **City of Bellevue, Nebraska**, by **Hanna:Keelan Associates, P.C.**, a Nebraska based community planning and research consulting firm. A **Housing Steering Committee**, comprised of **City staff, local elected officials, realtors, builders, banking institutions and local citizens**, provided invaluable information throughout the development of the **Bellevue AHAP**.





RESEARCH APPROACH.

The **Bellevue AHAP** is comprised of information obtained from both public and private sources. All 2000 and 2010 demographic, economic and housing data for the Community were derived from the U.S. Census and the 2016-2020 American Community Survey. 2020 Census “Redistricting Data” is also documented. The projection of demographic, economic and housing data was completed by the Consultant with the use of these and secondary data sources. **Both, a five-year and 10-year projection of affordable “target” housing demand is included in this Plan.**

To facilitate effective planning and implementation activities, housing demand projections were developed for five and 10 year periods. The implementation period for this AHAP will be December, 2022, to December, 2032.

This **Bellevue AHAP** included both quantitative and qualitative research activities. The **qualitative activities** included a **comprehensive citizen participation program** consisting of Surveys, meetings with an “**AHAP Housing Steering Committee**” and hosting a series of “**Listening Sessions**” with specific housing stakeholders, major employers and the general public, all in an effort to understand the issues and needs of Bellevue residents. **Quantitative research activities** included the gathering of multiple sets of statistical and field data for the Community. The collection and analysis of this data allowed for the projection of the Community population and household base, income capacity and housing profile and demand.

PLAN OBJECTIVES.

“The purpose of the Bellevue AHAP is to establish a ‘housing vision’ and provide a ‘vehicle to implement’ housing development programs with appropriate public and private funding sources for the City of Bellevue, Nebraska. This will ensure that proper guidance is observed in the development of various affordable housing types for persons and families of all income sectors.”

The **Objectives** of this **Bellevue AHAP** include:

- (1) **analyze past and present housing trends** in Bellevue, with emphasis on determining the five- and 10-year demand for affordable housing for specific population groups, income sectors and price points (products);
- (2) identify future **land use needs/projections** associated with affordable housing needs, as well as demands for affordable housing in Bellevue;
- (3) determine the effectiveness of local Zoning Regulations, including recommended amendments/revisions that support the advancement of affordable housing in Bellevue;
- (4) **provide a process for educating and energizing the leadership** of Bellevue to take an active role in improving and creating modern and safe, both market rate and affordable, housing options;
- (5) identify program-specific affordable housing programs to address **the needs of the local workforce, the elderly and retirees, families of all sizes and income levels and persons with special needs by introducing new and innovative housing programs** that are a “fit” for Bellevue residents, to address both **immediate and long-term housing needs, with Place-Based Development Components; and**
- (6) identify **local, State and Federal funding sources** with the potential to support affordable housing development in Bellevue, Nebraska.

Section 1: Research Approach & Plan Objectives.

This **Bellevue AHAP** is prepared in a manner that thoroughly addresses all of the preceding **Objectives**. Public opinion, population and economic trends and projections and future housing needs are detailed in the following **Sections** of this **Plan**:

- ❖ **Citizen Participation Program.**
- ❖ **Bellevue Community Profile.**
- ❖ **Housing Unit Target Demand & Land Use Analysis.**
- ❖ **Housing Development & Preservation Initiatives.**
- ❖ **Affordable Housing Programs.**

This **Bellevue AHAP** should be utilized by City staff and elected leadership, Bellevue Housing Agency, Housing Foundation for Sarpy County, Bellevue Chamber of Commerce, Bellevue Public Schools, Grow Sarpy, Lift Up Sarpy County, housing development corporations and other important for-profit and non-profit groups and organizations in Bellevue and Sarpy County. This **Plan** will also make the use of housing funds more effective and encourage investors to make better informed decisions that target the Community's needs and desires for new housing types. All of this will result in stability and growth for the City of Bellevue, Nebraska.

SECTION 2 **CITIZEN PARTICIPATION PROGRAM.**

INTRODUCTION.

The **Bellevue AHAP** included both qualitative and quantitative research activities. Discussed in this **Section** is the comprehensive **citizen participation program** that was implemented to gather the opinions of the Bellevue citizenry and housing providers, builders and stakeholders, as well as local major employers regarding local housing issues and needs.

Planning for the Community’s future, as it relates to affordable housing, is most effective when it includes opinions from as many citizens as possible. The methods used to gather information from the citizens of Bellevue included **meetings with the Bellevue AHAP Steering Committee**, two important Surveys; a “**Community Housing Survey**” and a “**Workforce Housing Needs Survey**” and a series of “**Housing Listening Sessions**” with major employers, housing stakeholders/builders and the general public.

BELLEVUE AHAP STEERING COMMITTEE.

Preparation of the **Bellevue AHAP** included the input of a locally-based **Steering Committee**, comprised of City staff, elected officials, representatives of major employers and non-profit organizations and local citizenry representing the Community. The collaboration with this **Steering Committee** provided the Consultant with a foundation of knowledge to create **housing development and preservation initiatives** and a plan to implement recommended **Housing Development Programs** that addressed the housing interests of Bellevue. The following housing issues were identified by Steering Committee members and will need to be addressed during the next five and 10 years.

Section 2: Citizen Participation Program.

HOUSING ASSISTANCE.

- Rent and mortgage assistance offered to those affected by Covid-19 equaled \$1.8 Million, but there were a higher number of cost-burdened households post-Covid.
- Another program that offers assistance is Lift-Up Sarpy, whom served five to six families per week due to homelessness. In February, a Point-In-Time count revealed 74 individuals had been in contact with Lift-Up Sarpy regarding some level of need for housing.
- Developers have not been participating in local voucher programs for prospective tenants. The Bellevue Housing Agency estimates nearly 600 persons are on a wait list for affordable housing in Bellevue.



HOUSING NEED.

- There are issues for younger airmen and families looking for housing including needing to wait for months before appropriate housing is found as well as a lack of homeowner education among younger airmen. The majority of these younger airmen want housing as soon as possible and become cost-burdened. Military families have expressed interest in owning or renting duplex and townhome units.
- Duplex, triplex and four-plex housing units are being bought and rented as investment properties for renters. Another popular option has been maintenance-free living in rowhomes and attached single family homes.



Section 2: Citizen Participation Program.

- The most sought-after price range for housing is between \$150,000 and \$350,000. There is a demand for single family housing and a seller's market still exists. There are nearly 600 persons on the wait list for housing through the Housing Agency. This is due to an absence of housing combined with developers not participating in the Voucher programs.
- The 2019 flood also severely affected homelessness in Bellevue due to a lack of a system for emergency housing. Many families affected by the flooding were of lower incomes and have moved to other communities for housing.

ZONING.

- Land prices are extremely high, but Zoning codes are appropriate for density and could allow for lot costs to be reduced. PUDs are a detriment to proper development. Construction costs are also high in Bellevue.
- City staff identified a need to define Accessory Dwelling Units.

STUDENT HOUSING.

- There are no issues with the capacity of student housing, however developers have approached Bellevue University and price products have been too high for students. Some student housing is used to house very low-income families as part of an existing housing project that was purchased by the University.



Section 2: Citizen Participation Program.

COMMUNITY HOUSING SURVEY.

A Community-Wide “**Housing Survey**” was made available to households in in Bellevue on pertinent Community websites and social media outlets. A total of **526 Surveys** were completed and returned, providing valuable public information. **Survey** participants were asked to provide their opinion about barriers to obtaining affordable owner or rental housing, as well as specific housing types greatly needed throughout the Community. The following summarizes the results of the **Survey**. The complete results of the **Survey** are available in **Appendix I of this Plan**.

DEMOGRAPHICS.

- Gender: (525 total respondents)
 - 70.1 percent or 368 respondents identified as female.
 - 26.8 percent or 141 respondents identified as male.
 - 3.1 percent or 16 respondents preferred not to answer.

- Age: (527 total respondents)
 - 133 respondents (25.2%) were 35-44 years old.
 - 114 respondents (21.6%) were 55-64 years old.
 - 109 respondents (20.7%) were 45-54 years old.

RESIDENCY.

- Place of Residence: (528 total respondents)
 - Inside City of Bellevue Corporate Limits (84% or 444 respondents).
 - Other (7.6% or 40 respondents).
 - Rural/Unincorporated Sarpy County (4.4% or 23 respondents).
 - One mile or less from Bellevue (4% or 21 respondents).

- The majority (54.9%) of respondents that live outside the Corporate Limits of Bellevue want to move to the Community.

Section 2: Citizen Participation Program.

- The majority (37.1%) of respondents live in two-person households.
- Housing Type: (526 total respondents)
 - 384 respondents (73%) own a single-family house.
 - 56 respondents (10.6%) rent an apartment.
- The majority (66.2%) of respondents are satisfied with their current housing situation.
- The majority (67.9%) of respondents are planning to change their housing situation in the next five years.
 - Of those 311 respondents, the majority (23.2%) need larger housing, followed by (18.3%) a need for local affordable housing.

INCOME.

- Household Income: (510 respondents)
 - \$50K to \$74K (21.8% or 111 respondents).
 - Less than \$50K (21.4% or 109 respondents).
 - \$100K to \$149K (20% or 102 respondents).
- When asked what percent of their net family income was spent, annually, on housing (including rent/utilities, principle and interest payments, taxes, insurance), participants selected the following options: (514 total respondents)
 - 16%-30% with 166 respondents (32.3%).
 - 31%-40% with 115 respondents (22.4%).
 - ***An estimated 51 percent of respondents to this question identified paying more than 30 percent of their monthly income on housing costs, thus, being housing “cost-burdened.”***
- Monthly rent: (126 total respondents)
 - The majority (17.5%) of respondents paid \$801 to \$950.
 - The majority (20%) of respondents selected \$801 to \$950 as the maximum rent that they are able to afford.
 - 52 respondents (41.3%) pay more rent than they can afford.
 - An additional 50 respondents (39.7%) pay the maximum rent that they can afford.

Section 2: Citizen Participation Program.

- Monthly mortgage: (366 total respondents)
 - The majority (21.2%) of respondents paid between \$1,501 and \$2,000 followed by (20.9%) of respondents having paid in full.
- When asked whether they had experienced a loss of employment income/and or housing due to the Covid-19 pandemic, 121 respondents (23.1%) selected yes.

BARRIERS TO HOUSING.

- In the past 18 months, 55 respondents (10.6%) experienced homelessness or near homelessness.
- When asked what issues or barriers were present to obtaining affordable suitable housing for their household, **renters** selected the following: (123 total respondents)
 - Cost of rent (94.3% or 116 respondents).
 - Lack of availability of decent rental units (78% or 96 respondents).
 - Excessive application fees and/or rental deposits (50.4% or 62 respondents).
 - Condition of housing (48.8% or 60 respondents).
 - Attitude of landlords/neighbors (39.8% or 49 respondents).
- When asked what issues or barriers were present to obtaining affordable suitable housing for their household, **owners** selected the following: (260 total respondents)
 - Housing purchase price (58.1% or 151 respondents).
 - Cost of utilities (38.1% or 99 respondents).
 - Lack of sufficient homes for sale/housing choice (35.4% or 92 respondents).
 - Excessive down payments/closing costs (33.5% or 87 respondents).
 - Cost of homeowners insurance (33.5% or 87 respondents).
- When asked which housing types were most greatly needed in Bellevue, respondents selected the following: (1=not needed, 5=greatly needed).
 - Housing Choice for First Time Homebuyers with an average score of 4.1.
 - Single Family Housing with an average score of 3.8.
 - Rehabilitation of Renter-occupied housing with an average score of 3.5.

Section 2: Citizen Participation Program.

FUNDING/FINANCING PROGRAMS.

- When asked whether they would support using Local, State and Federal Grant Funds for various programs, participants supported the following:
 - Purchase, rehabilitate and resell vacant housing (80% Support).
 - Conduct an owner housing rehabilitation program (76.7% Support).
 - Establish a program to purchase and remove dilapidated houses to make affordable lots available for development (76.2% Support).
 - Provide down payment assistance to first-time homebuyers (72.2% Support).
 - Conduct a renter housing rehabilitation program (69.4% Support).

SERVICES FOR SENIORS.

- When asked to rate support services for Seniors in their Community, participants selected the following:
 - Highest Quality:
 - Law Enforcement with an average score of 3.06.
 - Volunteer Opportunities with an average score of 2.70.
 - Emergency Transportation with an average score of 2.59.
 - Lowest Quality:
 - Home repair/rehabilitation services with an average score of 2.02.
 - Case management/legal aid with an average score of 2.15.
 - Finance assistance/management with an average score of 2.15.
 - Aides for disabilities with an average score of 2.17.
- If you plan to change your housing situation in the next five years, which housing type would you be interested in? (133 total respondents: 55+ years old)
 - Single Family Home (59.4% or 79 respondents).
 - Purchase Townhome (27.8% or 37 respondents).
 - Rent Two-bedroom Apartment (15.8% or 21 respondents).

Section 2: Citizen Participation Program.

WORKFORCE HOUSING NEEDS SURVEY.

The City of Bellevue, in cooperation with major employers, conducted a **Workforce Housing Needs Survey** to determine the specific renter and owner housing needs of the Area's workforce. A total of **208 Surveys** were returned.

Survey participants were asked to provide information on such subjects as issues and barriers to obtaining affordable housing, place of employment, annual household income and in where participants would like to become either a homeowner or a renter. The following are highlights that were developed from the **Survey**. The complete **Survey** results are available in **Appendix I**.

EMPLOYMENT.

- Place of Employment: (180 total respondents)
 - Bellevue University (15% or 27 respondents).
 - Bellevue Public Schools (8.3% or 15 respondents).
 - Retired (6.7% or 12 respondents).
- Commute time: (191 total respondents)
 - Less than 10 minutes (28.3% or 54 respondents).
 - 10-20 minutes (25.7% or 49 respondents).
 - No commute/work from home (19.9% or 38 respondents).

INCOME.

- Household Income: (199 total respondents)
 - \$50K to \$74K (22.1% or 44 respondents).
 - Less than \$50K (20.1% or 40 respondents).
- Monthly Rent: (44 total respondents)
 - The majority (20.5%) of respondents paid between \$1,101 to \$1,250.
- Monthly Mortgage: (161 total respondents)
 - The majority (24.2%) of respondents have paid in full for their home followed by (18.6%) respondents paying between \$1,251 and \$1,500.

Section 2: Citizen Participation Program.

RESIDENCY/BARRIERS TO AFFORDABLE HOUSING.

- Place of Residence: (207 total respondents)
 - Inside City of Bellevue Corporate Limits (81.6% or 169 respondents).
 - Other (11.6% or 24 respondents).
 - Rural/Unincorporated Sarpy County (3.9% or eight respondents).
 - One mile or less from Bellevue (2.9% or six respondents).
- The majority (60.7%) of respondents are satisfied with their current housing situation.
- Future housing.
 - 60 respondents (41.4%) would like to purchase a home within the City of Bellevue Corporate Limits.
 - 117 respondents (77%) would like to purchase a single family home.
- When asked what issues or barriers were present to obtaining affordable suitable housing for their household, **renters** selected the following: (42 total respondents)
 - Cost of rent (97.6% or 41 respondents).
 - Lack of availability of decent rental units (73.8% or 31 respondents).
 - Cost of utilities (54.8% or 23 respondents).
- When asked what issues or barriers were present to obtaining affordable suitable housing for their household, **owners** selected the following: (123 total respondents)
 - Housing purchase price (59.3% or 73 respondents).
 - Lack sufficient homes for sale/housing choice (39.8% or 49 respondents).
 - Excessive down payments/closing costs (35% or 43 respondents).
 - Cost of utilities (34.1% or 42 respondents).
- When asked what amenities would make Bellevue a more attractive place to live or relocate, participants selected the following: (170 total respondents)
 - Leisure and Recreation activities (70% or 119 respondents).
 - Housing Choices (60.6% or 103 respondents).
 - Retail/Shopping (60% or 102 respondents).

Section 2: Citizen Participation Program.

HOUSING LISTENING SESSIONS.

The citizen participation program included **Housing “Listening Sessions”** with local housing developers/funders and non-profit organizations, local major employers and general citizenry. City staff and elected leadership were also in attendance. A total of three sessions were conducted at the Muller Administration Building on the Bellevue University campus. The following “consensus statements” highlight commentary from those in attendance at each of the three sessions.

- Employees working in Bellevue, specifically those with a \$15-\$20/hour wage, have a difficult time finding affordable housing. The development of housing, both owner and rental, with modern amenities and aimed at attracting persons and families of upper income has drastically increased the sale prices and monthly rents of existing housing units.
- There is a critical need for housing for independent living seniors in Bellevue. Much of the new housing stock created in Bellevue involves single family homes, generally sold at or above \$300,000. A development of small duplex, triplex and four-plex housing would prove very beneficial for Bellevue’s senior residents.
- A lack of developers interested in building in Bellevue creates issues with maintaining a healthy rate of housing development. Many cited flood and water issues, as well as high land costs as reasons why Bellevue is not an attractive location to build new housing.
- Existing special needs housing, especially older and dated units, is expensive to maintain and rehabilitate, resulting in many special needs populations finding appropriate housing in other nearby communities.
- Infill development of housing on existing vacant lots was identified as a priority for Bellevue. This initiative has had a high amount of support among the Bellevue City Council.
- Bellevue’s target demographic for housing should be among young professionals age 22 to 35 years, including military personnel stationed at Offutt Air Force Base. There is the potential for the United States Department of Defense to no longer provide on-base housing, which would leave many of Offutt’s young airmen without a home.
- Bellevue should invest in existing home repair and financial assistance programs.

SECTION 3

BELLEVUE COMMUNITY PROFILE.

INTRODUCTION.

This **Section** of the **Bellevue AHAP** provides a population, income, economic and housing profile of the Community. Presented are both trend and projection analysis. Emphasis is placed on five- and 10-year projections of change from **December, 2022, to December, 2032**. This planning period provides a reasonable time frame for development and allows the Consultant to propose demographic projections with a high level of confidence.

Population, income, economic and housing projections are critical in the determination of both housing demand and need in Bellevue and are the foundation of all major planning decisions. A variety of data sources, including 2000 and 2010 U.S. Census data, 2020 Census “Redistricting Data,” the 2016-2020 American Community Survey, Nebraska Department of Labor and the Bureaus of Economic Analysis & Labor Statistics were documented. On-site field work and analysis of Community development and preservation activities also provided insight to quality of life and living conditions in Bellevue. The statistical data, projections and associated assumptions presented in this Profile will serve as the very basic foundation for preparing the Community with a future housing stock capable of meeting the needs of its citizens.

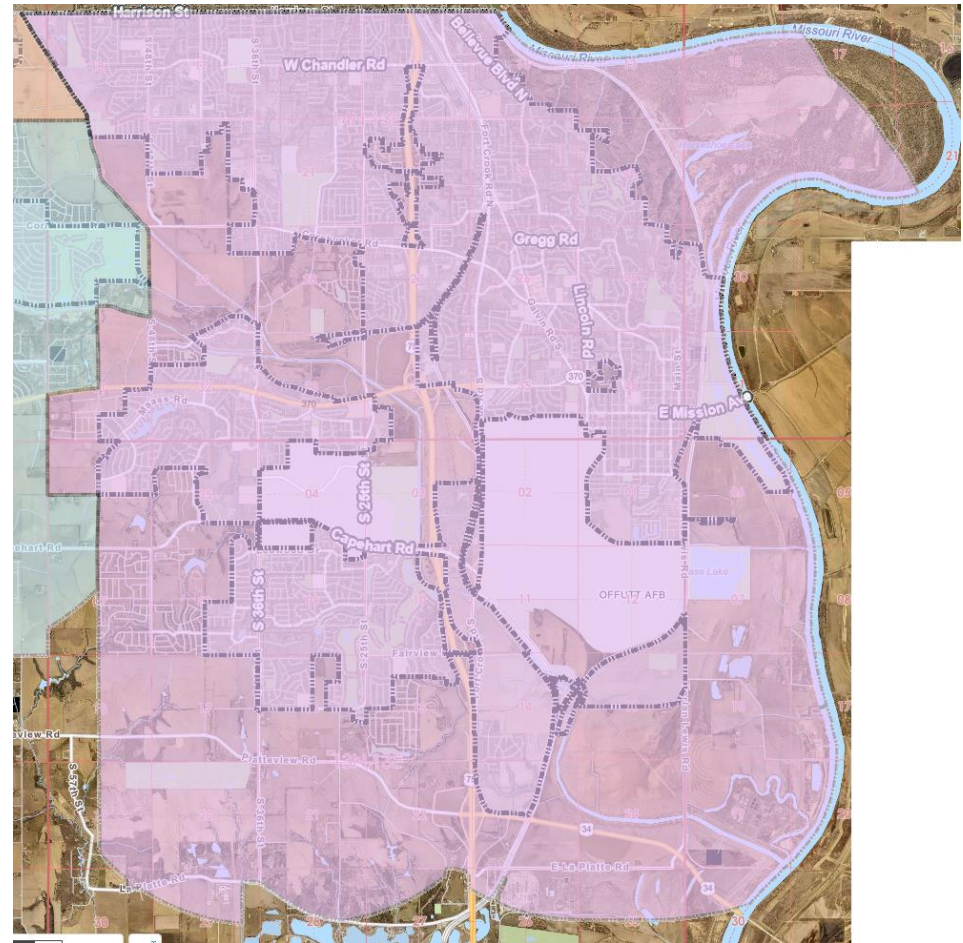
All statistical Tables are included in “Appendix II” of this Plan.



HOUSING MARKET AREA.

The **Housing Market Area** for the City of Bellevue is divided into two geographic areas: a **Primary** and a **Secondary Housing Market Area**. The **Primary Housing Market Area (purple)** for Bellevue includes the entire Community and its respective “Extra-Territorial Jurisdiction”. The **Secondary Housing Market Area** includes the entirety of the Omaha/Council Bluffs Metropolitan Statistical Area, which includes Sarpy County.

This **Secondary Market Area** provides additional support to Bellevue’s housing market area, as well as increased economic development opportunities and support. In order for Bellevue to continue to attract residents from the **Secondary Market Area**, the Community will need to provide a variety of housing types, owner and renter, at various price ranges, for all income levels and age groups with an emphasis on housing that is affordable for established income ranges.



POPULATION PROFILE.

The analysis and projection of local demographics are at the center of all planning decisions. This process assists in the understanding of important changes which have and will occur from 2022 to 2032. Estimating population is critical to a community planning process, especially as it relates to the provision of housing. Further, projecting population growth and/or decline of a community is extremely complex. Projections are based upon various assumptions about the future and must be carefully analyzed and continually reevaluated, due to the changing economic and social structure of the community.

Population Trends and Projections.

The City of Bellevue is the largest Community in Sarpy County and is home to some of the County's and, ultimately, the Omaha/Council Bluffs MSA's largest employers. This includes, but is not limited to Offutt Air Force Base, Bellevue Public Schools, Bellevue University, City of Bellevue Government and Nebraska Medicine's Bellevue Campus. These major employers, combined with aggressive housing development projects and leadership determined to maintain a high quality of life in Bellevue, contribute significantly to the desirability to live within, or in close proximity to the Community.

The population from the 2000 and 2010 Decennial Censuses recorded an increase in population for Bellevue, increasing from 44,382, in 2000, to 50,137, in 2010, or by 12.9 percent. The rate of population growth in Bellevue more than doubled by the 2020 Census, which documented a population of 64,176, or an increase of 28 percent from the 2010 Census. Local leadership attributes this increase to the large number of residential subdivisions that were annexed by the City of Bellevue between 2010 and 2020. A significant amount of annexation involved single family homes, generally owned by persons of moderate to upper incomes. **The current (2022) estimated population for Bellevue is 66,918, representing an increase of 4.3 percent since 2020.**

Currently, the Bellevue Extra-Territorial Jurisdiction maintains an estimated population of 6,580. Continued population growth in Bellevue, as well as surrounding Communities, will contribute to additional population increases in the Jurisdiction through 2027 and 2032.

Section 3: Bellevue Community Profile.

The five- and 10-year population projections identify continued population growth in Bellevue. Three scenarios that take into account both total jobs created and employment secured via in-migration are presented and defined, below:

- **Low:** minimal engagement from City leadership, housing stakeholders and major employers; ultimately, letting the “free market” dictate community growth and development.
- **Medium:** continued regular activity from City leadership, housing stakeholders and major employers, including standard annexation procedures. This projection closely represents the current trend of development and growth in Bellevue and is utilized in the projections documented in this **Affordable Housing Action Plan**.
- **High:** increased activity from City leadership and housing stakeholders, including standard annexation procedures, the creation of new jobs and an increase in the amount of in-migration securing employment. This also includes collaboration with local, state and federal funding sources and existing major employers in implementing community, economic and housing development activities.

**TABLE 3.1
POPULATION TRENDS AND PROJECTIONS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

	<u>Year</u>	<u>Population</u>	<u>Change</u>	<u>Total</u> <u>Percent</u>
	2000	44,382	--	--
	2010	50,137	+5,755	+12.9%
	2020	64,176	+14,039	+28.0%
	2022	66,918	+2,742	+4.3%
Low	2027	71,610	+4,692	+7.0%
Medium	2027	73,275	+6,357	+9.5%
High	2027	74,613	+7,695	+11.5%
Low	2032	74,948	+8,030	+12.0%
Medium	2032	78,963	+12,045	+18.0%
High	2032	81,640	+14,722	+22.0%

By 2027, the population of the City of Bellevue is projected to increase between 7 and 11.5 percent, or ranging from 71,610 to 74,613. A “medium” population projection of 73,275 was utilized for this Plan. The 2032 population projections highlight a continuing trend of population increase in Bellevue, ranging between 74,948 and 81,640. This Plan utilizes a “medium” 2032 population projection of 78,963. An estimated 43 percent of the 2027 and 2032 medium population projections will be the result of continued, anticipated annexations by the City of Bellevue.

Section 3: Bellevue Community Profile.

**TABLE 3.2
POPULATION AGE DISTRIBUTION
TRENDS AND PROJECTIONS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

<u>Age Group</u>	<u>2000</u>	<u>2010</u>	<u>2020</u>	<u>2022</u>	<u>2027</u>	<u>2032</u>	<u>2022-2027 Change</u>
19 and Under	13,382	14,572	17,288	17,497	18,976	20,170	+1,479
20-34	9,836	10,615	14,870	15,142	16,467	17,615	+1,325
35-54	12,905	13,762	15,435	16,342	18,175	19,809	+1,833
55-64	4,011	5,419	7,829	8,610	9,208	9,825	+598
65-74	2,683	3,428	4,874	5,096	5,602	6,112	+506
75-84	1,254	1,841	2,631	2,872	3,251	3,589	+379
85+	311	500	1,249	1,359	1,596	1,843	+237
Totals	44,382	50,137	64,176	66,918	73,275	78,963	+6,357
Median Age	33.5	34.8	34.9	35.2	35.6	36.2	+0.4

Age.

In 2022, the City of Bellevue is experiencing an estimated median age of 35.2 years, an increase from the 2020 median age of 34.8 years. **Median age is projected to continue to increase to 35.6 years by 2027 and 36.2 by 2032.**

The “19 and Under” and “35 to 54” age cohorts were the largest population cohorts in Bellevue, as per the 2000 and 2010 Censuses as well as the 2020 Estimate and remains the largest in the Community, today. Since 2000, the “19 and Under” and “55 to 64” age cohorts have maintained status as the two largest age cohorts in the Community. This trend is projected to continue through 2027 and 2032.

The Bellevue 55+ population is projected to increase by 2027, with the “55-64” age group projected to experience the largest population increase. It is important that a range of elderly services, amenities and appropriate housing be made available in Bellevue to **encourage senior/elderly populations to remain in their respective housing situations and, ultimately, remaining a resident of the City of Bellevue.**

Persons Per Household.

Persons per household remained stable in Bellevue, from 2000 to 2010, at 2.61. From 2010 to 2020, persons per household declined, slightly, to 2.57. Currently, an average of 2.55 persons exist as a single household in Bellevue. This number is projected to continue to decrease, slightly, by 2027 and 2032, to an estimated 2.53 and 2.49, respectively. An estimated 14,671 households in Bellevue consist of one or two persons.

INCOME PROFILE.

Information presented in the **Income Profile** of this **Bellevue AHAP** assists in determining the number of households within Bellevue (and Sarpy County) having the financial capacity to afford housing. In addition, the analysis of household incomes assist in determining the size, type and style of housing needed in the Community, in the future. Low cost and government subsidized housing are subject to Federal regulations, such as size and type, whereas upper income housing has few limitations.

Per Capita Income.

Per capita income is equal to the gross income of an area (State, County, City, Village) divided equally by the number of residents residing in the subject area. In 2022, per capita income in Sarpy County is an estimated \$60,465, an increase of approximately 46.5 percent from the 2010 per capita income of \$41,260. **By 2027, per capita income in Bellevue will increase an estimated 9.3 percent, to \$66,144.** By comparison, the State of Nebraska maintains a current estimated per capita income of \$59,960, with a projected 2027 per capita income of \$64,274.

The **median income** for all households in Bellevue, in **2022**, is estimated to be **\$78,393**. **By 2027, median income in Bellevue will increase an estimated 7.3 percent, to \$84,129.** The majority of Community residents are projected to have incomes at or above \$75,000. **For renter households, the median income in 2022 is estimated to be \$49,575 and, by 2027, increase to \$54,028, or 9 percent.** Median incomes for all households and, specifically, renter households, are projected to continue increasing by 2032.

<u>Income Group</u>	<u>2022</u>	<u>2027</u>	<u>2032</u>	<u>% Change 2022-2027</u>
<u>All Households</u>				
Less than \$10,000	1,012	1,063	1,063	+5.0%
\$10,000-\$19,999	1,469	1,501	1,501	+2.2%
\$20,000-\$34,999	2,975	2,990	2,990	+0.5%
\$35,000-\$49,999	3,036	3,050	3,166	+0.5%
\$50,000-\$74,999	4,538	4,711	4,896	+3.8%
\$75,000-\$99,999	4,366	4,782	5,128	+9.5%
\$100,000-\$149,999	5,437	5,823	6,726	+7.1%
\$150,000 or More	3,202	4,804	5,966	+50.0%
Totals	26,035	28,724	31,436	+10.3%
Median Income	\$78,393	\$84,129	\$86,596	+7.3%
<u>Renter Households</u>				
Less than \$10,000	330	290	290	-12.1%
\$10,000-\$19,999	616	578	578	-6.2%
\$20,000-\$34,999	1,492	1,456	1,456	-2.4%
\$35,000-\$49,999	1,508	1,522	1,638	+0.9%
\$50,000-\$74,999	1,926	2,124	2,257	+10.3%
\$75,000-\$99,999	1,339	1,692	1,930	+26.4%
\$100,000 or More	1,172	1,473	1,722	+25.7%
Totals	8,383	9,135	9,871	+9.0%
Median Income	\$49,575	\$54,028	\$55,993	+9.0%

Section 3: Bellevue Community Profile.

Cost Burdened/Housing Problems.

A number of households throughout the City of Bellevue are considered to be “**Cost Burdened**” and/or have various “**Housing Problems**”, as defined by the Department of Housing and Urban Development. A cost burdened household is one paying 30 percent or more of their income on housing costs, which may include mortgage, rent, utilities and property taxes. A household is considered to have housing problems if the housing unit is overcrowded (more than one person per room) and/or if the household lacks complete plumbing.

In 2022, an estimated 2,292 owner households in Bellevue, or 13 percent of all owner households, are cost burdened or have housing problems. By 2027, this number is expected to decrease to 2,094 households and to 1,886 owner households by 2032. Currently, an estimated 3,266 renter households in the Community of Bellevue, or 38.9 percent of all renter households, are cost burdened or have housing problems. By 2027 and 2032, an estimated 3,498 and 3,723 renter households, respectively, will be of cost-burden status.

The increase in cost burdened renter households may be attributed to a lack of affordable rental housing, especially for those of low- to moderate incomes, being constructed in the Community, combined with an absence of existing affordable rental housing, a lack of developer participation in local voucher programs for their prospective tenants and housing that is available for purchase or rent being either severely deteriorating or dilapidated and in extreme cases, experiencing health and safety issues such as mold, inadequate utilities, and deferred maintenance. The Bellevue Housing Agency maintains a wait list of nearly 600 prospective tenants in search of affordable housing in the Community.

Section 3: Bellevue Community Profile.

ECONOMIC PROFILE.

The following provides a general **Economic Profile** of the City of Bellevue. Included is a review of relevant labor force data, annual employment trends and the identification of major employers.

The City of Bellevue enjoys many economic development benefits that are provided by the local (County) Economic Development Corporation, known as **Grow Sarpy**, and the Nebraska Department of Economic Development. Bellevue implements the provisions set forth in the Local Option Municipal Economic Development Act, also known as LB840, to utilize local tax dollars for economic development purposes. The Community is also recognized as an “Economic Development Certified Community” which means, as per the Nebraska Department of Economic Development, have “*demonstrated preparedness for business growth and are ready to meet the needs of companies seeking new business and industrial locations.*” The following provides a general **Economic Profile** of Bellevue.

Employment Trends.

Between 2010 and 2022, the **unemployment rate** in the City of Bellevue ranged from a high of 4.8 percent to a low of 2.4 percent. During this period, the total number of **employed persons** increased by 1,780. By 2027, an estimated 27,459 persons will be employed in Bellevue, with an unemployment rate maintaining 2.4 percent.

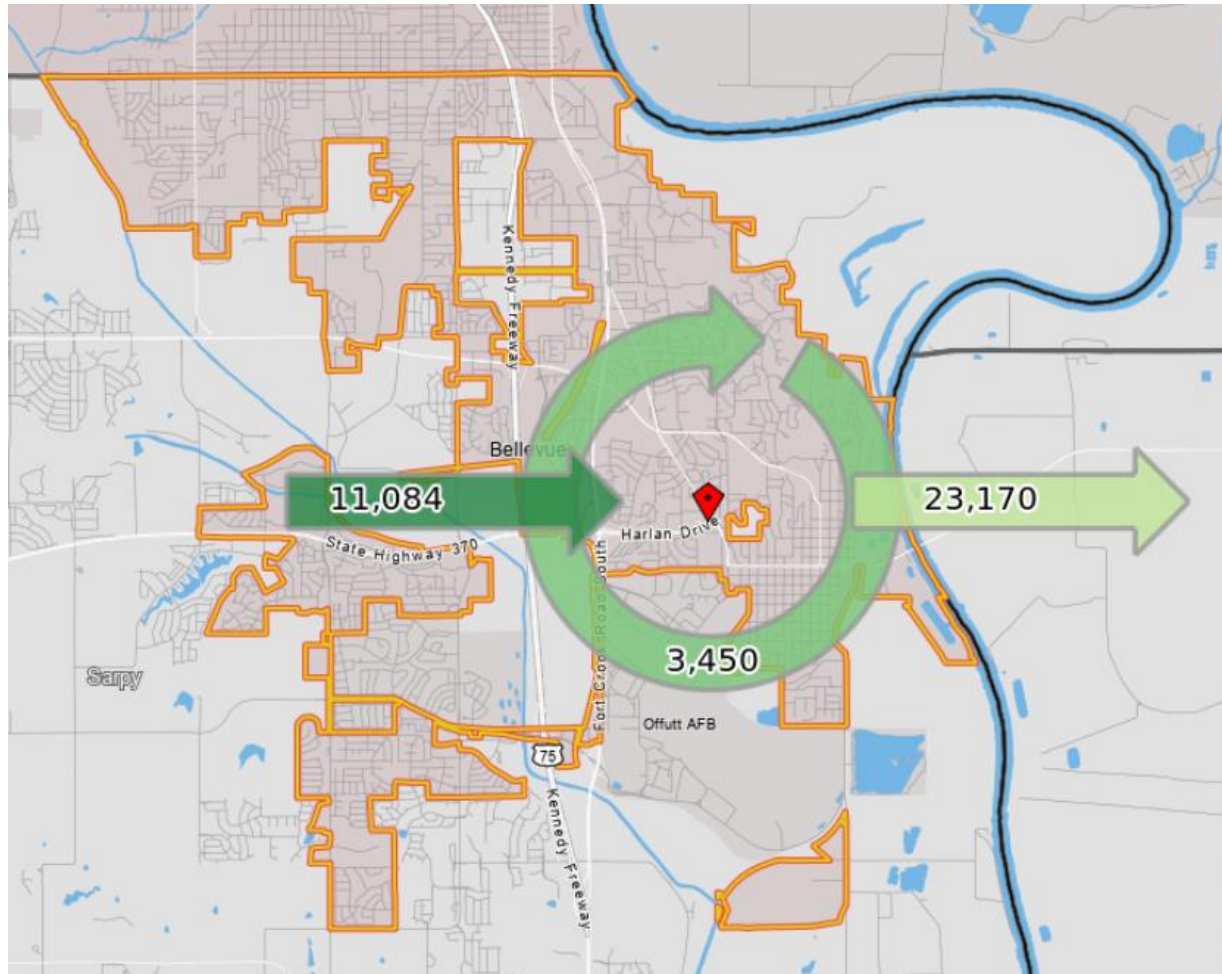
Employment By Type.

In 2022, an estimated 77,947 persons work in Sarpy County in a non-farm place of employment. The largest concentration of workers are employed in the Retail Trade, Transportation & Warehousing and Construction sectors, with an estimated 34.8 percent 27,168 total employees maintaining employment in these three sectors.



Section 3: Bellevue Community Profile.

The Center of Economic Studies, through the U.S. Census, estimates that 14,534 persons were employed in Bellevue in 2019. An estimated 11,084 persons travelled from outside the county for employment. Additionally, 23,170 persons reside in Bellevue, but are employed elsewhere.



HOUSING PROFILE.

Households.

Currently, an estimated 26,035 households reside in Bellevue, consisting of an estimated 17,652 owner and 8,383 renter households. By 2027, owner households will account for an estimated 68.2 percent of all households in the Community. Bellevue has experienced steady increase in the percentage of owner households in the Community since the 2000 Census.

Group quarters include both “institutionalized housing” such as skilled nursing centers and correctional facilities, as well as “non-institutionalized housing” including military barracks and college dormitories. Currently, the City of Bellevue maintains a group quarters population of 529, a slight increase from the 2020 estimated of 511 persons. The population in group quarters is projected to increase to 603 by 2027, which takes into account the completion of a new skilled nursing wing at the Eastern Nebraska Veterans Home (currently under construction).

**TABLE 3.4
SPECIFIC HOUSEHOLD CHARACTERISTICS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

<u>Year</u>	<u>Population</u>	<u>Group Quarters</u>	<u>Persons in Households</u>	<u>Households</u>	<u>Persons Per Household</u>
2000	44,382	223	44,159	16,937	2.61
2010	50,137	74	50,063	19,142	2.61
2020	64,176	511	63,665	24,765	2.57
2022	66,918	529	66,389	26,035	2.55
2027	73,275	603*	72,672	28,724	2.53
2032	78,963	686	78,277	31,436	2.49

**TABLE 3.5
TENURE BY HOUSEHOLD
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

<u>Year</u>	<u>Total Households</u>	<u>Owner</u>		<u>Renter</u>	
		<u>Number</u>	<u>Percent</u>	<u>Number</u>	<u>Percent</u>
2000	16,937	11,192	66.1%	5,745	33.9%
2010	19,142	12,779	66.7%	6,363	33.3%
2020	24,765	16,716	67.5%	8,049	32.5%
2022	26,035	17,652	67.8%	8,383	32.2%
2027	28,724	19,589	68.2%	9,135	31.8%
2032	31,436	21,565	68.6%	9,871	31.4%

Housing Units/Vacancy & Occupancy.

In 2022, the City of Bellevue contains an estimated 26,976 housing units, consisting of approximately 18,234 owner and 8,742 rental units. Of these 26,976 units, approximately 941 are vacant, resulting in an overall, estimated housing vacancy rate of 3.5 percent. The overall housing vacancy rate accounts for all vacant housing units in the Community, including units for sale, for rent, rented/sold but not currently occupied, seasonal/vacation housing, temporary housing for construction workers, and housing vacant due to other situations (used as storage, vacant and not actively being sold, owner temporarily residing in a group quarter housing program, etc.). The 941 vacant housing units consist of an estimated 582 owner and 359 rental units, equaling an owner housing vacancy rate of 3.2 percent and a rental housing vacancy rate of 4.1 percent.

TABLE 3.6
ESTIMATED HOUSING STOCK
OCCUPANCY / VACANCY STATUS
BELLEVUE, NEBRASKA
2022

a) Housing Stock	26,976 (O=18,234; R=8,742)
b) Vacant Housing Stock	941
c) Occupied Housing Stock	26,035
Owner Occupied	17,652
Renter Occupied	8,383
d) Housing Vacancy Rate	3.5% (941)
Owner Vacancy	3.2% (582)
Renter Vacancy	4.1% (359)
e) Adjusted Vacancy Rate*	0.7% (188)
Adjusted Owner Vacancy*	0.6% (116)
Adjusted Renter Vacancy*	0.8% (72)

* Includes only year-round units available for rent or purchase, meeting current housing code and modern amenities. Does not include units either not for sale or rent, seasonal units, or units not meeting current housing code.

The **Adjusted Housing Vacancy Rate (AHVR)** includes only vacant units that are available for year-round rent or purchase, meeting current housing code and having modern amenities. A vacancy rate of 6 percent is the minimum rate recommended for Bellevue, to have sufficient housing available for new and existing residents. **The overall, estimated AHVR for Bellevue is 0.7 percent, which includes an AHVR for owner housing of 0.6 percent and 0.8 percent for rental housing. This concludes that the Community of Bellevue has a deficiency of appropriate owner and rental housing.**

The City of Bellevue should take a position to upgrade the housing stock during the next five and 10 years. This can be accomplished by, both, building new homes and rehabilitating (economically feasible) existing housing units. Housing units that are severely deteriorated or dilapidated should be targeted for substantial rehabilitation or, in extreme cases, demolition and replacement.

Section 3: Bellevue Community Profile.

Housing Values & Gross Rent.

The cost of housing in any community is influenced by many factors, primarily the cost of construction, availability of land and infrastructure and, lastly, the organizational capacity of the community to combine these issues into an applicable format and secure the appropriate housing resources, including land and money. Bellevue is challenged to organize necessary resources to meet the needs of their residents, including both financial and organizational resources. A continued effort to upgrade wages, at both existing and new employment settings, should be a top priority.

The City of Bellevue maintains a current estimated median owner-occupied housing value of **\$169,200 in 2022**, representing an increase of 2 percent from the 2020 estimated median value of \$165,900 and a 22.7 percent increase from the 2010 estimated median value of \$137,800. Median housing values are projected to increase by an estimated 15.7 percent **by 2027 to \$184,100, or by 8.8 percent.**

In 2022, the estimated **median gross rent for Bellevue is \$1,045.** This represents an increase of 3.4 percent from the 2020 estimated median rent of \$1,010 and a 38 percent increase from the 2010 estimated median rent of \$757. **The estimated median gross rent in Bellevue is expected to increase by 8.6 percent, by 2027, to \$1,135.**

SECTION 4

HOUSING UNIT “TARGET” DEMAND & LAND USE ANALYSIS.

INTRODUCTION.

This **Section** of the **Bellevue AHAP** provides a **Housing Unit Target Demand and Land Use Needs Analysis**. The analysis includes the identification of **housing demand** for both **new housing development** and **housing rehabilitation activities**.

HOUSING DEMAND POTENTIAL.

Community leadership and local housing stakeholders and providers need to be focused on this housing demand and achieving reasonable goals that will effectively increase the quantity and quality of housing in the City of Bellevue. **To effectively determine housing unit demand for Bellevue, 10 separate components were reviewed. These included;**

- (1) housing demand based upon expected new population/households, during the next five years, including new housing construction and annexation of residential properties,**
- (2) need for affordable housing units for persons/families considered to be “cost burdened,”**
- (3) replacement of occupied housing in a “deteriorated to dilapidated” condition,**
- (4) address the owner and rental housing “vacancy deficiency” in the Community of Bellevue,**
- (5) development of affordable housing to secure current commuter workforce population,**
- (6) affordable housing demand for students living off-campus from Bellevue University,**
- (7) Off-Base affordable housing demand for military airmen/personnel employed at Offutt Air Force Base,**

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

- (8) determination of the local “pent-up” housing demand for existing residents,
- (9) determination of the seasonal/vacation and short-term housing demand for temporary populations and
- (10) determination of local housing development capacity in the City of Bellevue, during the next five and 10 years.

A determination of **housing unit rehabilitation and demolition demand for Bellevue**, during the next five years, including moderate and substantial housing rehabilitation and demolition and replacement, was also included in the determination of housing unit target demand. Statistical tables regarding **Housing Unit “Target” Demand** are included in “**Appendix II**” of this **Plan**.

New Households.

New households, the replacement of substandard housing and the assistance that can be provided to maintain affordable housing, for both its present and future households, are important considerations in the determination of a housing demand potential for any particular community.

The population for Bellevue is projected to increase during the next five and 10 years, due to the Community being a large center of commerce and population for Sarpy County, the Community’s association with the Omaha/Council Bluffs Metropolitan Statistical Area, recent housing development activity, expanding employment opportunities in close proximity to the Community and primary transportation corridors.

Currently (2022), the estimated population for the Community of Bellevue is 66,918 and is projected to increase to 73,275 by 2027 and 78,963 by 2032.

Overall, total households in Bellevue are projected to increase by an estimated 2,689 households by 2027 and an estimated 5,401 households by 2032. Household increases are projected for both owner and renter households.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

Cost Burdened Households.

According to HUD standards, a housing unit is considered to have problems if overcrowded (more than one person per room) and/or if the household lacks complete plumbing.

In 2022, an estimated **2,292 owner households** in the City of Bellevue, or 13 percent of all owner households, **are cost burdened or have housing problems. By 2027, this number is expected to decrease to 2,094 households and to 1,886 owner households by 2032.** Currently, an estimated **3,266 renter households** in Bellevue, or 38.9 percent of all renter households, **are cost burdened or have housing problems. By 2027 and 2032, an estimated 3,498 and 3,723 renter households, respectively, will be of cost-burden status.**

Substandard Units/Overcrowded Conditions.

A substandard unit, as defined by HUD, is a unit lacking complete plumbing, plus the number of households with more than 1.01 persons per room, including bedrooms, within a housing unit. The 2010 Census and Sarpy County Assessor produced data identifying substandard housing units and housing units having overcrowded conditions.

- Housing structural conditions, provided by the County Assessor identified **1,357 housing units in either “Fair+” or “Fair” condition and 20 units in either “Poor+” or “Poor” condition.** During the next five and 10 years, these structures should be targeted for moderate to substantial rehabilitation or demolition. Units targeted to be demolished should be replaced with appropriate, modern, safe and decent housing units, with a special focus on the local workforce populations.
- As per the 2016-2020 American Community Survey, 606 housing units in Bellevue had overcrowded conditions and 51 units lacked complete plumbing.

Housing Vacancy Deficiency (Demand).

Housing vacancy deficiency is defined as the number of vacant units lacking in a Community, whereby the total percentage of vacant, year-round and code acceptable housing units is less than 6 to 7 percent. A vacancy rate of 6 percent is the minimum rate recommended for Bellevue, to have sufficient housing available for new and existing residents.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

An **adjusted housing vacancy rate** considers only available, year-round, vacant housing units meeting the standards of local codes and containing modern amenities. Currently, the adjusted vacancy rate for Bellevue is 0.7 percent, including a 0.6 percent adjusted vacancy rate for owner housing units and 0.8 percent adjusted vacancy rate for rental housing units. **The City of Bellevue is experiencing a housing vacancy deficiency of both owner and rental housing.**

Current Commuter Workforce Population.

A large concentration of employees working in Bellevue commute from other nearby communities. A variety of available housing options, both for purchase and for rent, would provide the Community the ability to capture a portion of commuting employees, especially those currently working in Bellevue.

Off-Campus Housing for Students.

Currently, housing for students attending Bellevue University is entirely located off-campus. While University staff stated they are not currently experiencing issues with housing capacity, future housing planning activities will be necessary as enrollment continues to increase.

Off-Base Housing Demand for Military Airmen/Personnel

A desire exists among younger airmen to find both temporary and permanent housing away from Offutt Air Force Base. Many military personnel are waiting long periods of time before appropriate housing is available and are limited to on-base housing during that time. While “base housing” is routinely inspected and approved for occupation, most singles and young families with military backgrounds are desiring to live elsewhere in the Community of Bellevue.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

“Pent-Up” Housing Demand.

The **“Pent-Up” housing demand** is defined as those current residents of the Community needing and/or wanting to secure a different and/or affordable housing type during the next five and 10 years. This would include persons from all household types and income sectors of the Community, including elderly, families, special populations, etc., very-low to upper-income. This includes persons and families needing a different type of housing due to either a decrease or increase in family size, as well as households having the income capacity to build new and better housing. Most often, pent-up housing demand is created by renter households wanting to become a homeowner, or vice-a-versa.

Seasonal/Vacation and Short-Term Rental Housing.

Temporary housing situations are becoming increasingly popular in large communities similar to Bellevue. Communities supporting housing that allow for short-term living for temporary populations would allow for additional development of a variety of housing types. This could also include short-term housing for homeless and near-homeless populations in Bellevue.

Housing Development Capacity.

After the careful determination of housing need for each of the housing targets identified above, a local housing development capacity is calculated for the City of Bellevue during the next five and 10 years. The calculation is based on the Community’s ability to organize for housing development, land availability, accessibility to general contractors and other building trades and building supply/materials.

HOUSING UNIT TARGET DEMAND.

Table 4.1 on Page 4.7 identifies the estimated **Housing Unit Target Demand**, for **Bellevue** by 2027 and 2032.

The total estimated **housing unit “target” demand** for Bellevue, from 2022 to 2027, includes **1,912 housing units, including 1,098 owner and 814 rental units**, at an estimated development cost of **\$529.6, Million**. From 2022 to 2032, a total of **3,248 housing units, including 1,800 owner and 1,448 rental units**, at an estimated development cost of **\$986.1 Million** should be constructed in Bellevue.

An estimated **15 to 20 percent** of the total housing unit target demand, for both 2027 and 2032, should focus on **purchase-rehab-resale and/or re-rent housing activities**. This involves local entities purchasing existing housing that is in a deteriorating or dilapidated condition, utilizing local resources to rehabilitate the housing unit up to local development standards and codes and, finally, placing the rehabilitated unit on the market to be purchased or rented. Aggressive housing rehabilitation efforts in Bellevue could create housing opportunities at a more affordable cost, with minimal risk to both developers and prospective property owners. Target demand for housing rehabilitation and demolition/replacement is identified in this Section.

Of the 2027 housing demand of 1,912 total housing units, an estimated **82 units (32 owner, 50 rental)** should be targeted in **Downtown Bellevue** to support the creation of housing in close proximity to the Bellevue Central Business District and community services. By 2032, an estimated **58 owner and 92 rental housing units** should be developed in the **Downtown**, a total of **150 housing units**. Downtown housing development could also support the City’s desire to increase infill development opportunities on vacated lots in the Downtown.

A total of **1,195 housing units (636 owner, 559 rental)** should be part of a local workforce housing initiative in Bellevue by **2027**. By **2032**, the workforce housing unit demand includes **2,054 housing units (1,044 owner, 1,010 rental)**.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

**TABLE 4.1
HOUSING UNIT “TARGET” DEMAND
(MEDIUM POPULATION PROJECTIONS)
CITY OF BELLEVUE & **EXTRA-TERRITORIAL JURISDICTION**, NEBRASKA
2027/2032**

	<u>Owner</u>	<u>Rental</u>	<u>Total Housing Unit “Target” Demand*</u>	<u>Est. Required Housing Unit “Target” Demand Budget (Millions)</u>
2027:	1,098 / 630	814 / -	1,912 / 630	\$529.6 / \$248.8
2032:	1,800 / 1,068	1,448 / -	3,248 / 1,068	\$986.1 / \$443.2

***Housing Unit “Target” Demand, based on:**

- Expected New Households.
- Cost-Burdened Households.
- Replacement of Occupied “Deteriorated to Dilapidated” Housing Units.
- Owner & Rental Housing Vacancy Deficiency.
- Secure Current Commuter Labor Force.
- Off-Campus Student Housing Demand.
- Off-Base Housing Demand.
- “Pent Up” Housing Demand.
- Seasonal/Vacation Housing Demand.
- **Five- & 10-Year Housing Development Capacity.**

Housing Unit Target Demand includes both new construction and Purchase-Rehab-Resale or Re-Rent (an estimated 15% to 20% of the Total Housing Demand).

****Estimated Bellevue Downtown Housing Unit Demand (2027/2032):**
82 / 150 Total Units (32 / 58 Owner, 50 / 92 Rental).

****Estimated Bellevue Workforce Housing Unit Demand (2027/2032):**
1,195 / 2,054 Total Units (636 / 1,044 Owner, 559 / 1,010 Rental).

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

Table 4.2 identifies housing unit “target” demand, in relation to affordable housing needs (persons and families with an area median income of 80 percent or less) in the City of Bellevue, for 2027 and 2032. By 2027, an estimated 1,912 housing units should be constructed in Bellevue, of which 440 housing units (148 owner, 292 rental) should be designated as “affordable” housing units. This includes 118 owner and 248 rental units of new construction and 30 owner and 44 rental housing units involved as part of a purchase-rehab-resale/re-rent program.

By 2032, an estimated 3,248 housing units should be targeted in the Community of Bellevue, of which 744 housing units (272 owner, 472 rental) should be designated as “affordable” housing units. This includes 217 owner and 401 rental units of new construction and 55 owner and 71 rental housing units involved in a purchase-rehab-resale/re-rent program.

A population sector breakdown of the Affordable Housing Unit “Target” Demand highlights a need for 153 total elderly housing units, 247 total family housing units and 40 total units for persons with special needs by 2027 and a need for 245 total elderly housing units, 419 total family housing units and 80 total units for persons with special needs by 2032.

TABLE 4.2
AFFORDABLE* HOUSING UNIT “TARGET” DEMAND
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027/2032

	2027		2032	
	<u>Owner</u>	<u>Rental</u>	<u>Owner</u>	<u>Rental</u>
TOTAL UNITS:	148	292	272	472
New Construction:	118	248	217	401
Purchase-Rehab-Resale/Rent:	30	44	55	71
SECTOR:				
Elderly (55+):	49	104	80	165
Family:	87	160	162	257
Special Populations:	12	28	30	50

*Affordable Housing Units = < 80% Household AMI.

HOUSING DEMAND BY INCOME SECTOR.

Table 4.3 identifies the current **Area Median Income (AMI)** for varied levels of AMI percentages, for households in the Omaha/Council Bluffs Metropolitan Statistical Area (including the City of Bellevue), up to eight person households (PHH), as per HUD. AMI is determined by finding the “100 percent” median income of households in a given geographic area, ranging in household size from one- to eight persons. That “median” amount of income is considered to be “100 percent” for a geographic area for each household size category. For example, in the Table below, a four-person family in the Omaha/Council Bluffs MSA, with an annual family income of \$95,100 is considered to be making “100 percent of the local AMI”. This information allows for the eventual determination of “**affordability**” and associated **housing price points/products** for households of varied sizes.

TABLE 4.3								
AREA HOUSEHOLD INCOME (AMI)								
OMAHA-COUNCIL BLUFFS NE/IA METROPOLITAN STATISTICAL AREA, NEBRASKA								
(INCLUDING SARPY COUNTY/CITY OF BELLEVUE)								
2022								
	<u>1PHH</u>	<u>2PHH</u>	<u>3PHH</u>	<u>4PHH</u>	<u>5PHH</u>	<u>6PHH</u>	<u>7PHH</u>	<u>8PHH</u>
30% AMI	\$20,000	\$22,850	\$25,700	\$28,550	\$30,850	\$33,150	\$35,450	\$37,700
50% AMI	\$33,300	\$38,050	\$42,800	\$47,550	\$51,400	\$55,200	\$59,000	\$62,800
60% AMI	\$39,960	\$45,660	\$51,360	\$57,060	\$61,680	\$66,240	\$70,800	\$75,360
80% AMI	\$53,300	\$60,900	\$68,500	\$76,100	\$82,200	\$88,300	\$94,400	\$100,500
100%AMI	\$66,600	\$76,100	\$85,600	\$95,100	\$102,800	\$110,400	\$118,000	\$125,600
125%AMI	\$83,250	\$95,125	\$107,000	\$118,875	\$128,500	\$138,000	\$147,500	\$157,000

Source: U.S. Department of Housing and Urban Development, 2022.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

Table 4.4 identifies the estimated housing unit “target” demand by income sector for Bellevue by 2027 and 2032. Up to **210 housing units (74 owner, 136 rental) by 2027 and 334 units (130 owner, 204 rental) by 2032** should be built for persons of very low and low income, or **between 0 and 60 percent AMI**. Typically, rental housing units for these income groups are developed with the assistance of Local, State and Federal subsidies, such as Low-Income Housing Tax Credits (LIHTC), HUD Section 8 and State-wide housing trust funds and includes purchase-rehab-resale or re-rent program. An additional activity could include rehabilitating existing low- to moderate income housing for increased marketability and safety of local tenants.

A total of **937 housing units (469 owner, 468 rental) by 2027 and 1,562 units (754 owner, 808 rental) by 2032** should be constructed for persons of low to moderate income, or **between 61 and 125 percent AMI** should be targeted for construction throughout the Community. This income bracket represents much of the “missing middle” housing development product, considered to be in the highest demand among young professionals and workforce populations, but also in the smallest supply due to a lack of supportive funding availability, land and development costs, etc.

For the 126%+ AMI category, a total of **555 owner and 210 rental housing units** should be built by **2027** and **916 owner and 436 rental** units should be built by **2032**. This category represents moderate to upper income housing; generally, persons and families with the financial capacity to purchase a lot and build a house on their own. It is important to document the affordability of housing for upper income households, as it allows the City of Bellevue to compare housing demand across all income categories.

TABLE 4.4 ESTIMATED HOUSING UNIT “TARGET” DEMAND BY AMI (MEDIUM POPULATION PROJECTION) BELLEVUE, NEBRASKA 2027/2032						
	<u>Income Range</u>					
	<u>0-30%</u>	<u>31-60%</u>	<u>61-80%</u>	<u>81-125%</u>	<u>126%+</u>	
<u>2027</u>	<u>AMI</u>	<u>AMI</u>	<u>AMI</u>	<u>AMI</u>	<u>AMI</u>	<u>Totals</u>
Owner:	22	52	74	395	555	1,098
Rental:	48	88	156	312	210	814
 <u>2032</u>						
Owner:	42	88	142	612	916	1,800
Rental:	76	128	268	540	436	1,448

NOTE: Includes New Construction & Purchase-Rehab-Resale or Re-Rent.

HOUSING DEMAND POTENTIAL FOR TARGET POPULATIONS & PRICE POINTS/HOUSING TYPES.

Target populations include elderly, family and special needs populations, per **Area Median Income (AMI)**. The housing products in the City of Bellevue include both owner and rental units of varied types. This will allow housing developers to pinpoint crucial information in the development of an affordable housing stock for the right population sector. The majority of new housing options in Bellevue should be directed towards family populations, especially the local workforce.

Tables 4.5A and 4.5B, Pages 4.12 and 4.13, identify housing target demand in the City of Bellevue, for specific population groups by 2027 and 2032. An estimated total of 382 owner and 270 rental units should be constructed by 2027 and 614 owner and 464 rental housing units by 2032 for local elderly (55+) populations. This could include, but is not limited to single family housing, duplexes/triplexes and townhomes for purchase/rent, assisted living facilities, senior independent living communities and maintenance-free living situations.

By **2027**, a total of **698 owner and 504 rental housing units** should be developed for **families**. By **2032**, family housing development should consist of **1,146 owner and 909 rental housing units**. Family housing includes a wide range of housing development concepts and generally includes all family types.

A total of **18 owner and 40 rental units by 2027 and 40 owner and 75 rental units by 2032** should be built to cater to local **special needs populations** or those with a cognitive and/or physical disability(ies). Unit development could potentially include skilled nursing facilities and group home housing for special needs populations striving to maintain a level of independence.

A portion of the housing development totals for each of the above-mentioned population sectors should focus on housing that meets the needs of the local workforce in the City of Bellevue. This includes 1,195 of the total 1,912 housing unit demand by 2027 and 3,054 of the 3,248 housing unit demand by 2032. A majority of workforce housing units should be designated towards family households.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

**TABLE 4.5A
HOUSING UNIT “TARGET” DEMAND – POPULATION SECTORS BY AMI
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027**

OWNER UNITS	<u>HOUSEHOLD AREA MEDIAN INCOME (AMI)</u>					<u>Totals</u>	Workforce <u>Sector</u>
	<u>0%-30%</u>	<u>31%-60%</u>	<u>61%-80%</u>	<u>81%-125%</u>	<u>126%+</u>		
Elderly (55+)	8	14	27	114	219	382	103
Family	10	34	43	267	344	698	524
Special Populations¹	<u>4</u>	<u>4</u>	<u>4</u>	<u>6</u>	<u>0</u>	18	9
<u>Subtotals</u>	22	52	74	387	563	1,098	636
RENTAL							
<u>UNITS*</u>							
Elderly (55+)	20	30	54	98	68	270	56
Family	20	48	92	202	142	504	493
Special Populations¹	<u>8</u>	<u>10</u>	<u>10</u>	<u>12</u>	<u>0</u>	40	10
<u>Subtotals</u>	48	88	156	312	210	814	559
Totals	70	140	230	699	773	1,912	1,195

Note: Housing Demand includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

* Includes lease- or credit-to-own units.

¹ Any person with a special housing need due to a cognitive and/or mobility disability.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

**TABLE 4.5B
HOUSING UNIT “TARGET” DEMAND – POPULATION SECTORS BY AMI
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2032**

OWNER UNITS	HOUSEHOLD AREA MEDIAN INCOME (AMI)					Totals	Workforce Sector
	0%-30%	31%-60%	61%-80%	81%-125%	126%+		
Elderly (55+)	10	22	48	180	354	614	155
Family	22	58	82	410	574	1,146	869
Special Populations¹	<u>10</u>	<u>8</u>	<u>12</u>	<u>10</u>	<u>0</u>	40	20
Subtotals	42	88	142	600	928	1,800	1,044
RENTAL UNITS*							
Elderly (55+)	36	47	82	168	131	464	100
Family	27	62	168	351	301	909	889
Special Populations¹	<u>13</u>	<u>19</u>	<u>18</u>	<u>21</u>	<u>4</u>	75	21
Subtotals	76	128	268	540	436	1,448	1,010
Totals	118	216	410	1,140	1,364	3,248	3,054

Note: Housing Demand includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

* Includes lease- or credit-to-own units.

¹ Any person with a special housing need due to a cognitive and/or mobility disability.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

Tables 4.6A and 4.6B, Pages 4.15 and 4.16 highlight proposed **housing types by price product** for the given AMI for Bellevue, by 2027 and 2032.

By 2027, the owner housing type in highest demand in the Community of Bellevue is projected to be units with three+ bedrooms, for persons or households at or above 126 percent AMI with an average affordable purchase price at or above \$403,700, a total of 445 owner housing units. Three+-bedroom rental units (158 total) with an average affordable monthly rent between \$952 and \$1,470, present the greatest demand in the City. **Three+-bedroom units at an average purchase price at or above \$210,600 and an estimated average monthly rent cost at or above \$650 are the most needed housing types for the workforce population in Bellevue.**

This trend holds true for the City of Bellevue through 2032, where the owner housing type in highest demand is projected to continue to be units with three or more bedrooms, for persons or households at or above 126 percent AMI. An average affordable purchase price is projected at or above \$516,700 and includes 744 owner housing units. Three+-bedroom rental units, with an average affordable monthly rent between \$1,190 and \$1,835, present the greatest demand in Bellevue. **Three+-bedroom units at an average purchase price at or above \$274,100 and an estimated average monthly rent cost at or above \$855 are the most needed housing types for the workforce population in Bellevue by 2032.**

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

**TABLE 4.6A
HOUSING UNIT “TARGET” DEMAND – SPECIFIC TYPES
BY PRICE POINT (PRODUCT) RANGE BY AMI (MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027**

PRICE – PURCHASE COST RANGE (Area Median Income)							
	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
OWNER UNITS*	\$0 to \$114,100*	\$117,800 to \$193,200*	\$197,145 to \$281,700*	\$300,100 to \$398,800	\$403,700*+		\$210,600*+
1 Bedroom	0	0	15	35	8	58	12
2 Bedroom	8	14	24	88	110	244	73
3+ Bedroom	14	38	35	264	445	796	551
Totals	22	52	74	387	563	1,098	636
PRICE – RENT COST RANGE (Area Median Income)							
	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
RENTAL UNITS**	\$0 to \$468**	\$475 to \$870**	\$890 to \$940**	\$952 to \$1,470**	\$1,480**+		\$650+**
1 Bedroom	10	16	28	54	38	146	45
2 Bedroom	20	35	54	100	70	279	177
3+ Bedroom	18	37	74	158	102	389	337
Totals	48	88	156	312	210	814	559

Note: Includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

*Average Affordable Purchase Price, 3.0 PPHH, (25% Income/90% Debt Coverage, 30 years @ 6.5%), with Market Adjustment.

**Average Affordable Monthly Rent, 2.5 PPHH, (25% Income) with Market Adjustment.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

**TABLE 4.6B
HOUSING UNIT “TARGET” DEMAND – SPECIFIC TYPES
BY PRICE POINT (PRODUCT) RANGE BY AMI (MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2032**

PRICE – PURCHASE COST RANGE (Area Median Income)

	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
OWNER UNITS*	\$0 to \$146,000*	\$150,800 to \$247,300*	\$252,350 to \$360,600*	\$384,200 to \$510,500	\$516,700*+		\$274,100*+
1 Bedroom	0	0	22	52	12	86	21
2 Bedroom	16	25	44	126	172	383	120
<u>3+ Bedroom</u>	<u>26</u>	<u>63</u>	<u>76</u>	<u>422</u>	<u>744</u>	<u>1,331</u>	<u>903</u>
Totals	42	88	142	600	928	1,800	1,044

PRICE – RENT COST RANGE (Area Median Income)

	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
RENTAL UNITS**	\$0 to \$600**	\$610 to \$1,075**	\$1,110 to \$1,175**	\$1,190 to \$1,835**	\$1,845**+		\$855+**
1 Bedroom	16	22	44	90	80	252	74
2 Bedroom	32	50	90	171	142	485	320
<u>3+ Bedroom</u>	<u>28</u>	<u>56</u>	<u>134</u>	<u>279</u>	<u>214</u>	<u>711</u>	<u>616</u>
Totals	76	128	268	540	436	1,448	1,010

Note: Includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

*Average Affordable Purchase Price, 3.0 PPHH, (25% Income/90% Debt Coverage, 30 years @ 6.5%), with Market Adjustment.

**Average Affordable Monthly Rent, 2.5 PPHH, (25% Income) with Market Adjustment.

HOUSING REHABILITATION/DEMOLITION DEMAND.

Table 4.7 identifies target rehabilitation and demolition needs in the City of Bellevue for 2027 and 2032. Up to 285 units by 2027 and 470 units by 2032 could be targeted for moderate rehabilitation in Bellevue at an estimated cost of \$9.1 Million and \$18.1 Million, respectively. Moderate rehabilitation generally includes cosmetic improvements to a housing unit, including but not limited to paint, doors, windows, landscaping, etc.

Up to 77 units by 2027 and 126 units by 2032 could be targeted for substantial rehabilitation in Bellevue at an estimated cost of \$3.1 Million and \$6.1 Million, respectively. Substantial rehabilitation focuses on the same elements of moderate rehabilitation, but also includes structural elements to a home that are in need of replacement, including bowing and/or sagging walls and roof lines and foundation issues.

Up to 33 housing units by 2027 and 54 occupied housing units by 2032 should be demolished and replaced due to dilapidated conditions and the structure not being cost effective to rehabilitate. The estimated cost of this housing development process will range between \$8.9 Million by 2027 to \$17.5 Million by 2032.

**TABLE 4.7
TARGET REHABILITATION &
DEMOLITION DEMAND & ESTIMATED COSTS
BELLEVUE, NEBRASKA
2027 / 2032**

	<u># Units / Est. Costs</u>
- Moderate Rehabilitation*	285 / 470 \$9,120,000 / \$18,100,000
- Substantial Rehabilitation*	77 / 126 \$3,100,000 / \$6,100,000
- Demolition (Occupied/Acquisition/Replacement)	33 / 54 \$8,910,000 / \$17,500,000

*Pending Appraisal Qualification.

HOUSING LAND USE NEEDS.

It is imperative for any community to designate the appropriate amount of land to support new housing development projects, both within and adjacent, but outside a community’s corporate limits. Residential development projects generally encompass three types: (1) infill development in older, existing residential neighborhoods, (2) acquisition and development of large tracts of vacant land inside a community’s corporate limits for “large scale” development, and (3) acquisition and development of land as part of a designated future residential “growth area”

Infill housing development projects have the advantage of utilizing existing infrastructure and utilities, but may be challenged by the lot dimensions and setback requirements of local development code. Concepts including “narrow housing” and “stacked housing” may be the most appropriate housing type for infill development projects.

“Large scale” development projects involve the acquisition of tracts of undeveloped land and can be utilized for multiple residential related projects, including single family residential subdivisions, apartment complexes and senior housing “continuum of care” campuses. The appropriate zoning classification and future land use designation must be in place for these projects to occur. Additionally, these types of projects could have a more significant impact on a community’s tax base and have a greater ability to encourage the development of both traditional and unique housing concepts and prototypes, potentially satisfying multiple community housing needs at once.

Residential “Growth Areas” identifies land outside, but adjacent a community’s corporate limits, and being specifically designated for residential development. Land areas in this location may be the most affordable to purchase, but may not have appropriate utilities and infrastructure in place. Residential developments in growth areas typically include large lot subdivisions and acreages. **“Build-through” subdivisions** are encouraged, so as to be in conformance with local development code in the event of annexation.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

The following provides a list of environmental criteria that should be avoided in selecting a site for housing development.

- Floodplain/wetland locations, which require lengthy public review process and consideration of alternative sites in the area.
- Sites in or adjacent to historic districts, buildings or archeological sites, which may result in expensive building modifications to conform to historic preservation requirements and a longer review process.
- Sites near airports, railroads or high volume traffic arteries, which may subject residents to high noise levels, air pollution and risks from possible accidents.
- Sites near tanks that store chemicals or petrochemicals of an explosive or flammable nature.
- Sites near toxic dumps or storage areas.
- Sites with steep slopes or other undesirable access conditions which may make them undesirable for use.

In addition to the previously mentioned criteria, the U.S. Department of Housing and Urban Development (HUD) provides guidelines for analyzing proposed housing sites. In Chapter 1 and Chapter 4 of the HUD 4571.1 Rev.-2, HUD addresses the importance and requirements of proposed site locations:

“Site location is of the utmost importance in the success of any housing development. Remote or isolated locations are to be avoided. Projects which, by their location or architectural design, discourage continuing relationships with others in the community will not be approved (are not acceptable). A primary concern is that the project not be dominated by an institutional environment.”

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

Table 4.8A and 4.8B, Pages 4.21 and 4.22, identifies the estimated land use projections and housing types per age sector for the City of Bellevue, Nebraska, by 2027 and 2032. Popular housing types in Bellevue will include single family units, patio home (single-level) units, town homes, duplexes/triplexes and apartment units. To meet the “new” construction housing unit demand, by 2027 and 2032, the City will need to designate up to 843 acres and 1,425 acres, respectively. Bellevue City staff report a current supply of an estimated 850 acres of residential land available for development

By **2027**, for persons age 18 to 54 years, a total of **716 owner** and **544 rental housing units** should be targeted to accommodate young professionals and workforce families, special needs populations, existing/new employees and persons of low-, moderate- and upper-income. An estimated **236 acres** will be needed for new and/or improved housing developments. By **2032**, an estimated **401 acres** of land will be needed to support the development of **1,186 owner** and **984 rental housing units** for persons of this age group.

An estimated **382 owner** and **270 rental housing units** should be designated for retirees, seniors and elderly populations by **2027**, comprising an estimated **115 acres**. By **2032**, an estimated **614 owner** and **464 rental housing units** should be designated senior populations, comprising an estimated **193 acres**.

By 2027, a total of 351 acres should be designated for residential development projects for all housing types and age groups and, by 2032, 594 acres in Bellevue. Land use requirements for new construction, workforce units and affordable housing units and the associated land use plan designation for each housing type are also highlighted in these tables.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

TABLE 4.8A HOUSING UNIT “TARGET” DEMAND – HOUSING LAND USE PROJECTIONS/ PER HOUSING TYPE/ AGE SECTOR BELLEVUE, NEBRASKA 2027			
<u>Age Sector</u>	<u>Type of Unit</u>	<u>#Owner / #Rental</u>	<u>Est. Land Requirements (Acres)^</u>
18 to 54 Years**	Single Family Unit	554 / 58*	160
	Town Home Unit	110 / 86	32
	Duplex/Triplex Unit	40 / 120	20
	Apartment - 4+ Units***	12 / 280	24
Totals		716 / 544	236^
55+ Years	Single Family Unit	210 / 16	59
	Patio Home Unit	38 / 10	10
	Town Home Unit	86 / 32	19
	Duplex/Triplex Unit	28 / 104	16
	Apartment - 4+ Units***	20 / 108	11
Totals		382 / 270	115^
TOTAL UNITS / ACRES		1,098 / 814	351^
TOTAL UNITS / ACRES FOR NEW CONSTRUCTION, ONLY.		768 / 692	281^ / 843^ ^^
TOTAL WORKFORCE UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		508 / 425	195^ / 585^ ^^
TOTAL AFFORDABLE^^^ UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		118 / 248	53^ / 159 ^ ^^
*Includes Credit-To-Own Units. **Includes Housing for Families, Students and Persons with a Disability. ***Includes Housing in Downtown. ^Includes Public Right-of-Way. ^^Residential Land Use Plan Designation for New Construction, 3.0x Total Acres. ^^^Affordable Housing Units = <80% Household AMI.			

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

TABLE 4.8B HOUSING UNIT “TARGET” DEMAND – HOUSING LAND USE PROJECTIONS/ PER HOUSING TYPE/ AGE SECTOR BELLEVUE, NEBRASKA 2032			
<u>Age Sector</u>	<u>Type of Unit</u>	<u>#Owner / #Rental</u>	<u>Est. Land Requirements (Acres)^</u>
18 to 54 Years**	Single Family Unit	920 / 94*	264
	Town Home Unit	188 / 155	58
	Duplex/Triplex Unit	60 / 221	35
	Apartment - 4+ Units***	18 / 514	44
Totals		1,186 / 984	401^
55+ Years	Single Family Unit	338 / 24	95
	Patio Home Unit	62 / 18	18
	Town Home Unit	142 / 54	33
	Duplex/Triplex Unit	40 / 178	28
	Apartment - 4+ Units***	32 / 190	19
Totals		614 / 464	193^
TOTAL UNITS / ACRES		1,800 / 1,448	594^
TOTAL UNITS / ACRES FOR NEW CONSTRUCTION, ONLY.		1,520 / 1,228	475^ / 1,425^ ^^
TOTAL WORKFORCE UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		1,005 / 754	304^ / 912^ ^^
TOTAL AFFORDABLE^^^ UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		217 / 401	106^ / 318 ^ ^^
*Includes Credit-To-Own Units. **Includes Housing for Families, Students and Persons with a Disability. ***Includes Housing in Downtown. ^Includes Public Right-of-Way. ^^Residential Land Use Plan Designation for New Construction, 3.0x Total Acres. ^^^Affordable Housing Units = <80% Household AMI.			

HOUSING DEVELOPMENT & REHABILITATION AREAS.

Housing rehabilitation or preservation activities are important for the City of Bellevue. Overall, the housing stock throughout Bellevue is in “Average” “Fair” or “Poor” condition as per the Sarpy County Assessor, suggesting that a large number of homes are in need of one or more forms of moderate rehabilitation including, but not limited to: siding, window and door replacement, paint, plumbing repairs, landscaping, porch repairs and landscaping.

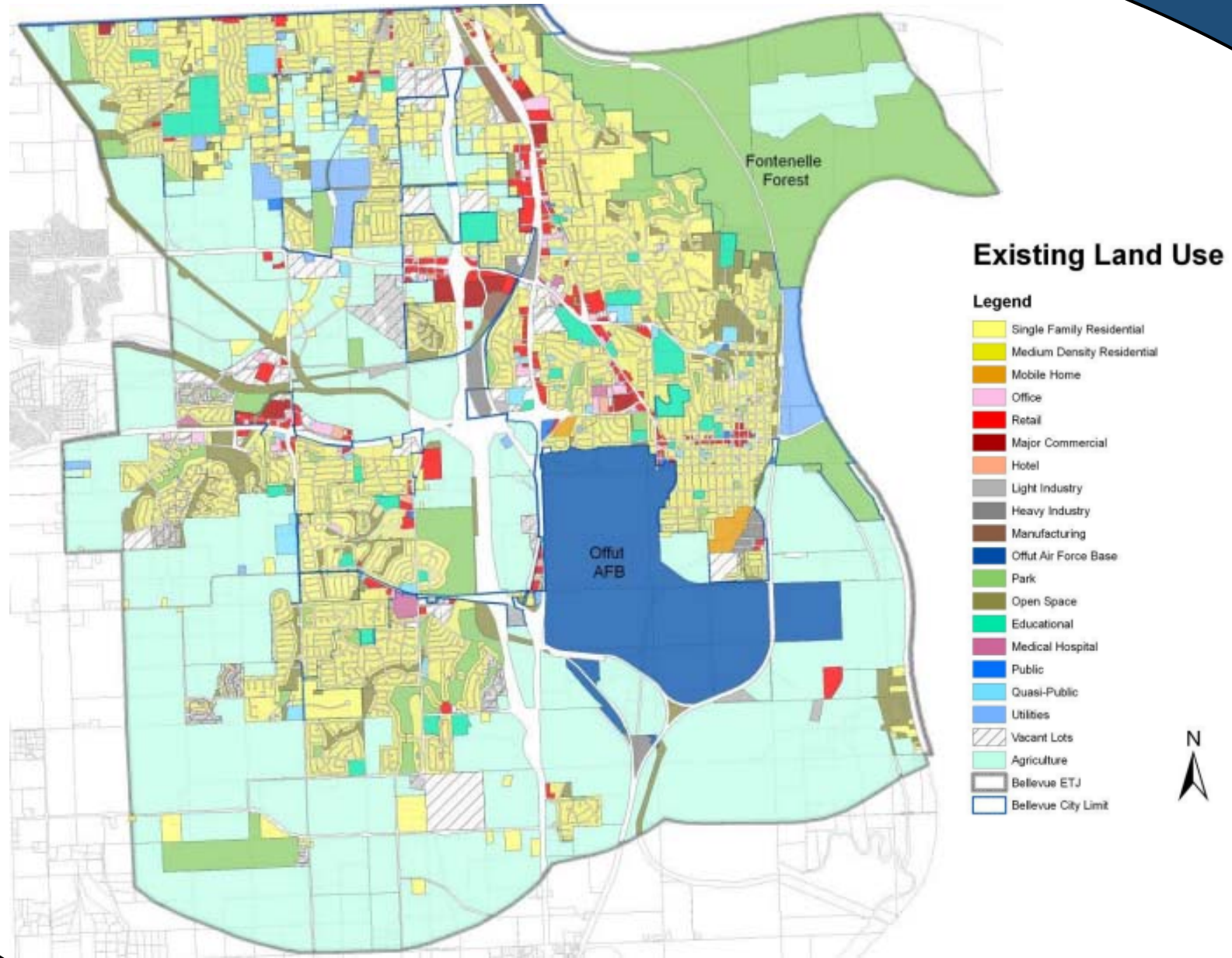
As per the 2021 Bellevue, Nebraska Comprehensive Plan, an estimated 295 acres within the Bellevue Corporate Limits consist of vacant lots and an additional 1,053.9 vacant lots exist within the Bellevue Extra-Territorial Planning Jurisdiction. Portions of these land areas would be suitable for both infill housing development and new residential subdivisions. The following illustrations highlight existing and future land uses, including residential, in the City of Bellevue and the Extra-Territorial Jurisdiction.

“Pockets” of areas where houses have deteriorated to the extent of needing substantial rehabilitation, or in some cases, demolition, exists in the Community. Generally, these pockets are located near the Downtown “core” and/or the oldest neighborhoods north and south of Downtown Bellevue. Housing that is not cost effective to be rehabilitated should be targeted for demolition and replacement to take advantage of the existing infrastructure for new affordable housing development. **Other community development activities should complement housing redevelopment and rehabilitation activities. This includes street paving, street lighting and sidewalk installation, implementing nuisance abatement and community cleanup activities and other local incentives that enhance vehicular and pedestrian safety.**

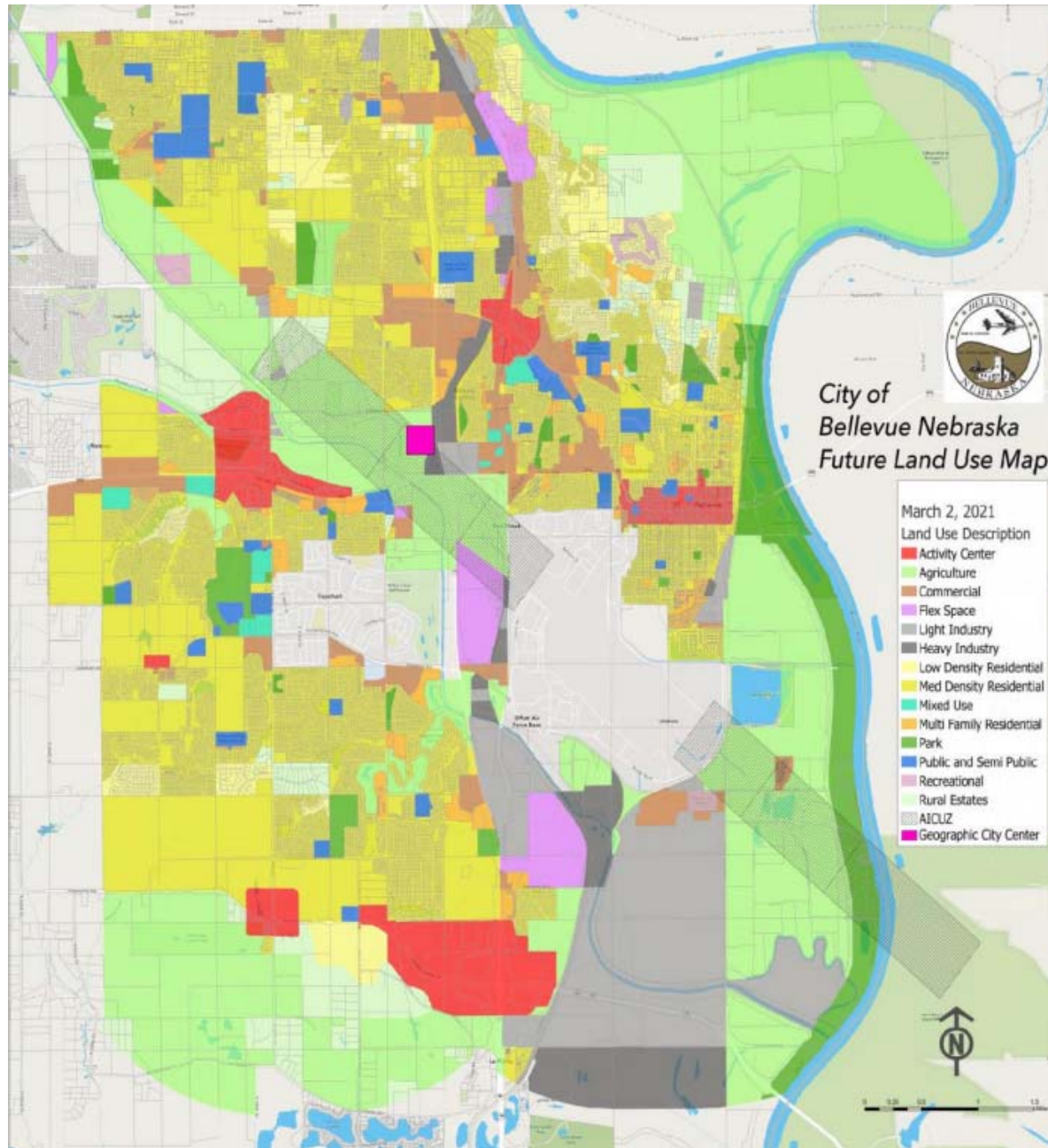
Utilize designated “**Redevelopment Areas**” in Bellevue where Tax Increment Financing (TIF) could be used as a tool of “**Community Enhancement**” for blighted and substandard properties. TIF can be used for public infrastructure and utility improvements associated with both new residential development and housing preservation/rehabilitation activities.

The City of Bellevue should address and identify vacant land suitable for new housing development. These areas should generally be free from of natural and man-made constraints to growth such as floodplains, steep topography and areas in close proximity to current developing areas and Community amenities. **Existing and Future Land Use Maps for the City of Bellevue and the Extra-Territorial Jurisdiction, as highlighted in the *Bellevue, Nebraska Comprehensive Plan*, completed in 2021, are presented on Pages 4.24 and 4.25, respectively.**

Section 4: Housing Unit “Target” Demand & Land Use Analysis.



Section 4: Housing Unit “Target” Demand & Land Use Analysis.



SECTION 5

HOUSING DEVELOPMENT & PRESERVATION INITIATIVES.

INTRODUCTION.

The following **Affordable Housing Development Initiatives**, for the City of Bellevue, Nebraska, address the housing issues, opportunities and needs of the Community and define the necessary housing activities for the successful implementation of selected affordable housing programs or projects. These **Initiatives** are needed for the implementation of specific, both new housing development and existing housing preservation programs and are the product of both **qualitative and quantitative research activities** performed on the local level.

A **qualitative research** process provided important information for the formation of these **Affordable Housing Development Initiatives**. A citizen participation and public input process included meetings with a local **Housing Steering Committee**, comprised of elected leadership, major employers and pertinent, local housing stakeholders, both public and private, and the implementation of a **Community “Housing Survey”** for the general population and a **“Workforce Housing Needs Survey”** for employees of major employers. A series of local **“Listening Sessions”** were also conducted with major employers, housing stakeholders/ providers/builders and the general public with the intent to understand multiple perspectives of the Bellevue housing stock and market.

Quantitative research included the analysis and projection of pertinent population, income, economic and housing data from local, State and National sources, all in an effort to understand past and present statistical trends and the projected **Housing Unit “Target” Demand** for the individuals and families of Bellevue.

The combined qualitative and quantitative research efforts allowed both the Consultant and the Steering Committee to prepare an **Affordable Housing Action Plan** that both identifies housing development projects that are a “fit” for the local market and adheres to the requirements set forth in *Nebraska Legislative Bill 866*.

Section 5: Housing Development & Preservation Initiatives.

Local leadership, housing stakeholders and Governmental entities have implemented a variety of housing initiatives that have been a significant benefit to the housing development in Bellevue. Much of this new housing was driven by new and expanded economic development activities, annexation of developed residential subdivisions and the implementation of existing housing development programs. It is recommended that all local, State and Federal housing development, rehabilitation, preservation and funding entities continue to provide housing choice and opportunity for both existing and prospective citizens of the Community.

Affordable Housing Development Initiatives address the important components of housing program implementation. The following identifies three primary categories in addressing housing issues in Bellevue.

- 1. Housing Development Partnerships & Education.**
 - **Housing Development Partnerships.**
 - **Housing Education.**

- 2. Housing Development, Rehabilitation & Preservation.**
 - **Housing Unit Target Demand & Budget.**
 - **Demand for Housing Types, Households & Income Sectors.**
 - **Residential Land Requirements.**
 - **Workforce Housing Demand.**
 - **Housing Rehabilitation & Preservation.**
 - **Elderly/Senior Affordable Housing.**
 - **Downtown Housing.**
 - **Special Needs Housing, including Homeless & Near-Homeless Needs.**
 - **Off-Campus Student Housing.**
 - **Off-Base Military Personnel Housing.**
 - **Zoning Regulations for the Development of Innovative/Alternative Housing Types.**
 - **Emergency Housing & Natural Disaster Preparedness.**
 - **Housing & Alternative Energy.**
 - **Impediments to Fair Housing Choice.**

- 3. Housing Study Implementation & Review.**
 - **Financing Activities for Housing Development in Bellevue.**
 - **Affordable Housing Action Plan Maintenance.**

AFFORDABLE HOUSING DEVELOPMENT & PRESERVATION INITIATIVES.

1. HOUSING DEVELOPMENT PARTNERSHIPS & HOUSING EDUCATION.

Housing Development Partnerships.

The creation and organization of both public and private **Housing Development & Preservation Partnerships (HDPPs)** is key to the successful production and improvement of the local housing stock and maximizing the opportunity to develop affordable housing for all price points for families and households at all income levels. Partnerships with **Grow Sarpy (GS), Lift Up Sarpy County (LUSC), Bellevue Housing Agency (BHA), Bellevue Chamber of Commerce (BCOC), Housing Foundation for Sarpy County (HFSC), Metropolitan Area Planning Agency (MAPA), Eastern Nebraska Community Action Partnership (ENCAP), Eastern Nebraska Office on Aging (ENOA)** and other local housing-related organizations and stakeholders will expand the capacity and ability to create housing in Bellevue. This process should be continued and refined to produce additional partners, such as major employers and foundations, to maximize the potential for both building new housing and preserving the existing housing stock throughout the Community.

The creation of HDPPs should include bringing both housing developers and general contractors to the team to accelerate affordable housing developments.

The following are important Steps in producing an effective HDPPs program and process in the Community.

- Create a **“mission statement”** that meets the overall housing cause or purpose, as it relates to the identified housing of needs and demands of the Community. Recruit local persons and organizations (both public and private) that match the **“mission statement”**.
- Based upon selected **HDPPs** and associated **“mission statements”**, each **HDPPs** will select and prioritize housing programs for both new construction and housing preservation (rehabilitation), with an accompanying timeline for implementation and identify “most appropriate” funding tools for the completion of each selected housing.

Attention should be given to increasing in-home health services and home maintenance, repair and modification of homes for elderly households, as well as providing additional affordable housing units, both owner and rental, both with or without supportive services. Housing for special populations should also be targeted to support populations with mental or physical disabilities.

Section 5: Housing Development & Preservation Initiatives.

- Train selected **HDPPs** to serve as local “**affordable housing advocates**” in meeting the local housing needs and, specially, serve as caseworkers for individuals and families unable to have either the income and/or knowledge to help themselves in securing safe, affordable housing.
- Consider the development of a locally-based **land bank program** to create an inventory of vacant, developable land for future residential development, with an emphasis on supporting infill lot developments. **City of Bellevue leadership identified a strong desire to focus on the development of vacant and underutilized lots in the Community’s older and established neighborhoods.**

Housing Education.

Elevating the “**housing intelligence**” of local **HDPPs** will be beneficial to the success of any housing program. Housing intelligence will be supplemented by providing the appropriate learning systems for educating HDPPs and their members on the processes of housing financing and development, including appropriate methods for prioritizing both new construction and housing rehabilitation programs in Bellevue. The following Steps for providing “housing intelligence” are recommended.

- Create a local “**Housing Development Education Program**” for **HDPPs**, complete with certification of pertinent housing development topics, including, but limited to housing need recognition, housing advocacy, housing financial planning and housing development.
- Train **HDPPs** to monitor and understand Local, State and Federal housing legislative proposals and policies that could impact both existing and future housing programs in the Community.
- **HDPPs** will need to fully understand the working connection between this **Affordable Housing Action Plan** and other, current, local planning initiatives that will, in some capacity, have an impact on the future development, rehabilitation and preservation of both the current and future housing stock in the Community. These other planning initiatives typically include the Comprehensive Plans and Zoning Regulations, Capital Improvement Plans, Public Facility/Utility Plans, Downtown Revitalization Studies, Hazard Mitigation Plans, etc. associated with the Community.

2. HOUSING DEVELOPMENT, REHABILITATION & PRESERVATION.

Future affordable housing development in the Community of Bellevue will need to be directed at meeting the housing needs and wants of all household and income sectors, including families, the elderly or retiree, the local workforce, veterans, homeless and near-homeless, minority groups and populations with special needs, from the very-low to the upper income family. Such an effort will require housing programs to be planned and implemented for new construction, housing rehabilitation and the preservation and/or replacement of housing for families residing in substandard/ dilapidated housing.

Future affordable housing development efforts should serve to address health, safety and social issues, as well as provide economic development opportunities. It should be the right of all persons and families in Bellevue to live in safe, decent and affordable housing. The results of new housing developments and the moderate- to substantial rehabilitation of existing housing will elevate the quality of life in the Community.

Housing Unit Target Demand & Budget.

- **The Affordable Housing Action Plan identifies an estimated Housing Unit “Target” Demand of 1,912 new units consisting of 1,098 owner and 814 rental housing units in Bellevue by 2027. The 2032 Housing Unit “Target” Demand will require an estimated 3,248 housing units, including 1,800 owner and 1,448 rental housing units.**
- In addition to the housing demand projections for the City of Bellevue, an estimated **630 owner housing units** should be constructed by 2027 and **1,068 owner housing units** by 2032 in the **Extra-Territorial Jurisdiction** of Bellevue. Housing built in the Extra-Territorial Jurisdiction should be considered for future annexation by the City of Bellevue.



An estimated 80 to 85 percent of the Housing Demand for Bellevue should be new construction, with the remaining housing need accomplished via a planned purchase-rehab-resale/re-rent of existing housing program.

Section 5: Housing Development & Preservation Initiatives.

Demand for Housing Types, Households & Income Sectors.

- By 2027, the Community of Bellevue should target the development of up to 1,912 housing units. This includes the development of **up to 440 affordable housing units in Bellevue (148 owner, 292 rental)** for persons of low income, or **between 0 and 80 percent AMI**. Typically, rental housing units for these income groups are developed with the assistance of Local, State and Federal subsidies, such as Low-Income Housing Tax Credits (LIHTC), HUD Section 8 and State-wide housing trust funds and includes purchase-rehab-resale or re-rent program. An additional activity could include rehabilitating existing low- to moderate income housing for increased marketability and safety of local tenants. **The Bellevue Housing Agency reports an estimated 600 persons are on a wait list for affordable rental housing.** This can be attributed to the absence of available housing units, combined with developers not participating in local Section 8 voucher program.

By 2027, an affordable price product for this AMI range would be a purchase price less than \$281,700 and an affordable monthly rent less than \$940.

- A total of **707 housing units (395 owner, 312 rental)** for persons/families of low to moderate income, or **between 81 and 125 percent AMI** should be targeted for construction throughout the Community by 2027. This income bracket represents much of the “middle income” housing development product, considered to be in the highest demand among young professionals and workforce populations, but also in the smallest supply due to a lack of supportive funding availability, land and development costs, etc. **By 2027, an affordable price product for this AMI range would be an approximate purchase price range between \$300,100 and \$398,800. An affordable monthly rent, by 2027, should range from \$952 to \$1,470.**
- In an effort to satisfy an **immediate housing need** in Bellevue, consider allowing **non-traditional housing developments** on existing residential locations. As an example, this could include allowing for the conversion of owner occupied housing to allow for single room occupancy rental units (for the purpose of housing availability for new major employers or temporary housing in the event of a natural disaster), accessory dwellings and developing homes specifically designed for lots typically not sized to local and/or national building and development codes. This could include the development of housing concepts and prototypes that include mixed use residential/commercial developments and single structure housing projects to increase housing density. Consider infill housing and accessory housing development programs including in-law suites, granny flats, conversion housing, single room occupancy housing and tiny homes as a means of creating more density in developed and older neighborhoods.

Section 5: Housing Development & Preservation Initiatives.

Residential Land Requirements.

- The **City of Bellevue** will need to both identify up to **843 acres by 2027** for the future development of “new” housing units. This includes up to 159 acres for affordable housing units and 585 acres for workforce-related housing. By **2032, 1,425 acres** should be identified for future development. This land use demand will require the City to revisit, review and, if necessary, modify the **Comprehensive Plan** and **Zoning Regulations** to identify future residential land use needs. Include exploring the need to modify Regulations to address the “**missing middle**” housing issue in the Community.

Workforce Housing Demand.

- **Bellevue should develop an estimated 636 owner and 559 rental housing units for the local workforce, by 2027. By 2032, a total of 1,044 owner and 1,010 rental units should be built for the Bellevue local workforce.** The successful implementation of workforce housing will depend on the creation of specific **HDPPs** to address specific work sectors. The involvement of major employees as a participant in HDPPs will be crucial in the successful implementation of various workforce housing programs.
- **Bellevue should target an owner workforce housing price product of \$210,600+ and a monthly rent of \$650+ by 2027. By 2032, a workforce housing price product of \$274,100+ for owner housing units and \$855+ monthly rent should be targeted for Bellevue.**
- The City of Bellevue should consider the development of a “**Work/Live Residential Campus,**” consisting of workforce housing located in close proximity to one or several major employers.



Section 5: Housing Development & Preservation Initiatives.

Housing Rehabilitation & Preservation.

- Plan and implement a comprehensive, community-wide program(s) of and promote housing rehabilitation and preservation in Bellevue, by 2027, including the demolition and replacement of dilapidated housing units. By 2027, an estimated **362 housing units**, both owner and rental, in Bellevue, are in need of **moderate- to substantial rehabilitation**. An additional **33 housing units** are in a condition that would **warrant removal and replacement**. **A total of 596 housing units will need moderate or substantial rehabilitation and 54 units will need to be demolished by 2032.**
- Create and develop partnerships with local non-profit housing providers, including Habitat for Humanity of Sarpy County that could be instrumental in providing new housing development projects that replace existing dilapidated housing or could satisfy a need for “infill” housing.
- Develop new housing stock on vacant lots, both existing and created via demolition. **Reinvestment in distressed neighborhoods**, including neighborhood cleanup activities, will boost the Community’s property value base, while providing additional affordable housing choices for prospective buyers and renters.
- Identify housing units in need of **moderate rehabilitation**. This includes homes needing “cosmetic” and minor “structural” improvements such as new siding, windows, paint, roof surface, doors, etc.
- Identify housing units in need of **substantial rehabilitation** in Bellevue. This includes homes needing the improvements identified above, but also includes repairs to structural and infrastructure elements of the house, such as foundation, baring walls and roof lines/ structural repairs and plumbing/electrical upgrades.
- Identify **occupied housing units** that should be **demolished and replaced** in Bellevue. Housing not cost effective for rehabilitation should be demolished and, eventually, replaced with sound, safe and affordable housing to take advantage of existing infrastructure.
- Establish and implement a **systematic code inspection program** for all housing structures, 60+ years of age, combined with a **rental housing licensing program** in Bellevue. Such a Program would prove beneficial to the overall condition/status of the housing stock in Bellevue.



Section 5: Housing Development & Preservation Initiatives.

Elderly/Senior Affordable Housing.

- A **Continuum of (Housing) Residential Care Program**, directed at persons and families 55+ years of age will need to be implemented in the Community to address several facets of elderly housing and supportive services needs to coincide with a projected growth in elderly population. Partnerships should be created with the local senior/retirement Community including nursing homes, assisted living and senior independent living facilities, Bellevue Chamber of Commerce, Bellevue Community Redevelopment Authority, Bellevue Housing Agency, as well as local homebuilders and home remodelers, realtors and financial institutions.

Attention should be given to increasing in-home health services and home maintenance, repair and modification of homes for elderly households, as well as providing additional affordable housing units, both owner and rental, both with or without supportive services.



- The Community of Bellevue should target up to **652 elderly housing units** by 2027. This would include up to **49 owner and 104 rental units affordable to persons and families of 0 to 80 percent AMI.**
- Local elderly housing providers should collaborate to address all facets of elderly housing and supportive service needs in Bellevue, including the increasing need for in-home services, memory care, maintenance and repair of homes occupied by elderly households in the Community and additional affordable housing, both owner and rental, for elderly persons with and without supportive service needs.
- Secure developable land, via a **Land Trust/Land Bank Program**, for future elderly housing and supportive services projects and associated activities.

Section 5: Housing Development & Preservation Initiatives.

- Plan and develop an “**intergenerational**” elderly housing product to allow for shared living of elderly persons with younger generations of family members or friends.
- Utilize programs and services through the **Eastern Nebraska Office on Aging** to **educate the public** regarding the benefits of safe and affordable senior housing. Develop a messaging platform and communications plan to highlight benefits and resident experiences. Promote programs and services designed to enhance emotional, physical and cognitive well-being, along with the benefits of recreation and leisure opportunities.
- **Continue to support the development of “Senior Residential Communities” in Bellevue. Development programs should be similar in size and scope to Bellwood Courts Apartments, or the recently completed “Freedom Village” garden home and apartment-style housing program.**

Downtown Housing.

- A **Downtown Housing Initiative**, with a detailed schedule of design and implementation is needed in the Community of Bellevue to ensure continued housing opportunities in the Downtown. Priority should be given to projects that utilize upper-level spaces of existing commercial buildings. The potential exists to **create additional Downtown housing, primarily units above the first floor of existing commercial buildings.** The majority of these units would be rental, developed as a result of a building conversion, re-use/repurpose program.



- In addition to new housing, Bellevue should continue to utilize **programs of redevelopment implementation**, including strategies for building structural rehabilitation and beautification, with additional recommendations for downtown housing development, infrastructure improvements and business recruitment and retention initiatives.

Section 5: Housing Development & Preservation Initiatives.

- **Infill development** on vacant/undeveloped parcels, both within and in close proximity to Downtown, should be a priority. Currently, two projects are being developed in or near Downtown Bellevue, including The Bridge Flats (a 53 unit luxury apartment development as part of the City’s recently established “Frontier District” downtown development project) and a townhome development at east 20th and Franklin Streets, near Washington Park and north of Downtown Bellevue.

Special Needs Housing, including Homeless & Near-Homeless Needs.

- Implement a **Comprehensive Special Needs Supportive Housing Program**, including but not limited to housing for homeless and near-homeless persons and families, persons with a disability, requiring special accommodations. An estimated **18 owner** and **40 rental housing units** should be planned and developed for **persons of special needs** in Bellevue, by 2027 and **40 owner** and **75 rental housing units** for special needs populations by 2032. Successful programs involve emergency shelters, transitional housing and group homes that encourage resident safety and/or handicap accessibility.
- A collaboration of local groups such as the Salvation Army, United Way of the Midlands and Sheltering Tree needs to plan and develop solutions to providing housing for Bellevue’s most vulnerable population groups.
- Encourage the development of rental housing utilizing the U.S. Department of Housing and Urban Development’s (HUD) Veteran Affairs Supportive Housing (VASH) voucher program. VASH provides housing assistance for homeless and near-homeless Veterans, in conjunction with HUD’s Housing Choice Voucher program, in addition to case management and clerical services via the U.S. Department of Veteran’s Affairs. A collaborated effort by local Veteran counseling and guidance centers and regional benefits administration offices would be beneficial for providing services, including housing, to local Veterans. **The Eastern Nebraska Veterans Home provides group home housing options for persons with a disability.**
- **Housing for local homeless and near-homeless populations** is a critical need in Bellevue. **Lift Up Sarpy County (LUSC)** is a local “**community response collaboration**” that creates opportunities for housing for local homeless and near-homeless populations, as well as creating strategies to eliminate food insecurity and provide education access in the Sarpy County area, including Bellevue. LUSC estimates five to six families per week are served due to homelessness. A February, 2022 point-in-time count documented 74 individuals contacting LUSC for services including the need for housing.

Section 5: Housing Development & Preservation Initiatives.

Continued collaboration with local, County and Regional partners, including but not limited to Bellevue Housing Agency, Housing Foundation for Sarpy County, Heartland Hope Mission, Methodist Hospital Foundation, Legal Aid of Nebraska and Nebraska Affordable Housing Fund can all play a continued role in alleviating homelessness in Bellevue.

Off-Campus Student Housing.

- Currently, housing for students attending Bellevue University is entirely located off-campus. Bruin Village provides apartment and loft-style housing units south of the main campus. Additionally, Bellevue University has also partnered with Betz Road Apartments, Lloyd Street Apartments and Pinehill Park Apartments to offer housing to students. While University staff stated they are not currently experiencing issues with housing capacity, future housing planning activities will be necessary as enrollment continues to increase. This will need to include **future site identification, land acquisition and partnerships with local builders/developers** willing to construct housing at a price product that meets the financial capabilities of the student population.



Off-Base Military Personnel Housing.

- **Offutt Air Force Base** representatives serving on the Bellevue AHAP Steering Committee identified a desire among younger airmen to find both temporary and permanent housing off-base. Many military personnel are waiting long periods of time before appropriate housing is available and are limited to on-base housing during that time. While “base housing” is routinely inspected and approved for occupation, most singles and young families with military backgrounds are desiring to live elsewhere in the Community. The immediate need for off-base housing for military personnel is high, with AHAP Steering Committee members identifying a need to ensure those personnel members do not cost-burden themselves.

City of Bellevue leadership and HDPPs should establish a “military housing occupation program” that primarily assists airmen stationed at Offutt who desire to find off-base housing in the City of Bellevue. This could include property acquisition and maintenance, down payment assistance for military households and the acquisition of rental properties to be reserved for military personnel and families.

Section 5: Housing Development & Preservation Initiatives.

Emergency Housing & Natural Disaster Preparedness.

- Prepare an emergency housing “plan of action” in an effort to assist the City of Bellevue in providing temporary, short-term shelter to those affected by natural disaster, including post-disaster housing repair, reconstruction and/or household relocation plans. Utilize recommendations set forth in the *Nebraska Housing Impact Analysis*.
- Local, State, Federal “disaster housing partners” will play a critical role in ensuring the provision of housing for persons and families affected by catastrophic natural disaster. Partners should include local governments, the office of the Sarpy County Emergency Manager, Nebraska Investment Finance Authority, Nebraska Department of Economic Development, Nebraska Emergency Management Agency, Federal Emergency Management Agency and U.S. Department of Housing and urban Development.
- Create and monitor a list of residential properties in Bellevue requiring housing repair/rehabilitation or replacement, due to the 2019 flooding incident and assist in securing needed funding, above and beyond insurance assistance to aid families.
- Develop a City of Bellevue “**Emergency Operations Plan**” that includes initiatives for providing temporary housing for persons and families affected by natural disaster.
- Encourage local landlords to allow persons and families displaced by natural disaster to temporarily reside in vacant, non-occupied housing units.
- Review and revise comprehensive planning, land use, zoning and subdivision regulation documents as a means of limiting or eliminating housing development in areas where a natural disaster, such as flooding, could frequently occur.

Section 5: Housing Development & Preservation Initiatives.

Zoning Regulations for the Development of Innovative/Alternative Housing Types.

- **Existing Community Zoning Regulations** should be reviewed/updated to ensure that any “new” innovative Zoning concepts exist to maximize affordable housing development opportunities. This would include the review/evaluation of density standards, lot sizes, set-backs, street widths, etc. to allow for the development of innovative/alternative housing unit types, as identified below. Currently, Bellevue maintains 12 residential and mixed use development zoning districts that exclusively allow for the development of housing in a variety of capacities as a permitted use.
 - ✓ **Accessory Dwelling Units**, also known as “ADUs,” “In-Law Suites” or “Granny Flats,” provide additional affordable housing opportunities in communities. Accessory Housing structures are typically constructed on established built residential lots, typically of 600 sq. ft. or less. These units must meet all local Building/Housing Code requirements. **Currently, the City of Bellevue does not have a definition regarding ADUs;**
 - ✓ **Tiny Houses**, a residential development concept currently being considered in many communities, today, is an inexpensive affordable housing option. Tiny Houses, constructed as small as 200 sq. ft., are being built in both open, vacant lots and planned subdivisions, equipped with all amenities necessary to meet local Building/Housing Code requirements;
 - ✓ **Single Room Occupancy (SRO) Housing**, typically developed as expanded dormitory-style housing, consisting of six, eight or more units per building, SRO housing is a suitable housing type for young professionals entering the workforce, as well as families in housing transitional; **and**
 - ✓ **“Work/Live Residential Campus,”** consisting of workforce housing of varied types and price points developed in close proximity to one or several major employers in a “walkable” campus setting.

Section 5: Housing Development & Preservation Initiatives.

Housing & Alternative Energy.

- Encourage housing developers throughout the Community to take advantage of **“tools of alternative energy implementation,”** such as personal wind energy conversion systems, solar panels and geothermal technology to make housing more energy efficient and reduce utility costs for the unit occupant.
- Promote the use of **modern energy conservation methods** to reduce the consumption of energy in residential sectors.
- **Utilize local Zoning Regulations and building codes** to control the placement and operation of alternative energy systems. Local Zoning Regulations should be able to control the placement of individual energy systems to limit their impact on adjacent property and the visual character of residential, commercial and industrial areas.
- Promote the development of vocational **education opportunities** at both **Public and Private School Systems** to educate the future workforce in alternative energy design, fabrication of equipment and maintenance.
- Promote the **expanded use of solar and geothermal exchange energy systems** for applications throughout the Community’s **Extra-Territorial Jurisdiction.**
- Consider implementing a **“pilot” alternative energy program** at a developing residential subdivision in the Community. An alternative energy source(s) could generate 100 percent of the energy needs for heating and cooling, as an example, promoting affordable development.
- Promote the **rehabilitation of residential buildings throughout the Community** utilizing weatherization methods and energy efficient or **“green building” materials** in conformance to the **“LEED” Certified Building techniques.**
- **Expand awareness of available incentives** that could assist in replacing old lighting fixtures, or heating and cooling systems in housing units with new energy efficient systems that reduce consumption and energy costs.

Section 5: Housing Development & Preservation Initiatives.

Impediments to Fair Housing Choice.

- The Community of Bellevue should continue efforts to eliminate **all barriers and impediments to fair housing choice**. Both public and private sectors of the Community should play a role in this process, including local government, schools, churches and the private sector.
- Create and support the efforts of a **Community-Wide “Fair Housing Advisory Group”** through the provision of adequate resources for the delivery of fair housing activities. Local Housing Authorities, with the assistance of the Bellevue Housing Agency and Housing Foundation for Sarpy County should take the lead role in this important housing activity. **Activities of the Advisory Group could include the following:**
 - ✓ Create an **“Action Plan”** to identify strategies to further affordable housing opportunities.
 - ✓ Host a **“Housing Fair”** for developers and contactors to promote existing market opportunities that exist for the development of affordable housing.
 - ✓ Promote **“Equal Housing Opportunities”** on flyers, brochures and local newspapers.
- Address the **primary impediments to fair housing choice** throughout the Community. Respondents to both the **Housing Survey** and **Workforce Housing Needs Survey** identified impediments to fair housing for **homeowners** as housing prices and a lack of sufficient homes for sale. For **renter households**, impediments included the high cost of monthly rent and a lack of decent rental units at an affordable price range.
- The Community of Bellevue should utilize existing **Fair Housing Policies** and **Property Maintenance Codes** to ensure all current and future residents of the Community do not experience any discrimination in housing choice and that properties are not overtaken by debris, potentially leading to unsafe and unhealthy conditions.



Section 5: Housing Development & Preservation Initiatives.

- Address the **housing needs of persons with a disability(ies)**, by planning and implementing fully accessible housing, both for rent and for sale. Include supportive services where necessary. It is recommended that, at a minimum, 10 percent of new housing added to the housing stock should be fully accessible for persons with a physical and/or sensory disability.
- **Support bilingual and impoverished families** in their search for affordable housing. This could include housing counseling, homeownership classes and information on fair lending practices.



3: HOUSING STUDY IMPLEMENTATION & REVIEW.

This **Plan** contains a variety of qualitative and quantitative information from local, State and Federal data sources and Survey implementation. Documented statistics and citizen input provide a clear and concise understanding of local housing needs that will assist local governments and organizations (public, private and non-profit) in creating and maintaining a resilient, sustainable Community.

Financing Activities for Housing Development.

- Housing developers doing business in Bellevue should consider both public and private funding sources when constructing new or improving the local housing stock and, thus, be encouraged to pursue securing any and all available tools of financing assistance to do so. This assistance is available from the Nebraska Investment Finance Authority, Nebraska Department of Economic Development, Midwest Housing Development Fund, Federal Home Loan Bank and the Department of Housing and Urban Development in the form of grants, tax credits and mortgage insurance programs.
- First and foremost, **HDPPs** in **Bellevue** are encouraged to **establish or expand existing local, housing-related Foundations** for the purpose of financing housing development activities. Program concepts could include the following:
 - ✓ Investment funding for individual owner and rental housing rehabilitation programs.
 - ✓ Development of a community purchase-rehab-resale and re-rent program. Vacated housing on the real estate market in need of rehabilitation could be purchased by **HDPPs** or a local economic development entity, for the purpose of being rehabilitated into a viable, livable housing unit for persons and families generally of moderate income. The house is then put back on the market for sale by a local realtor or other housing-related agency.
 - ✓ Gap financing and/or developer incentives for the construction of new, affordable housing units.
 - ✓ Down payment and closing cost assistance via low- or no-interest loans for persons and families purchasing a home in Bellevue. Housing purchase price maximums and household income thresholds can be determined by **HDPPs**.
 - ✓ First or second mortgage assistance for prospective or current homeowners, including reduced rate or deferred payment loans.

Section 5: Housing Development & Preservation Initiatives.

- Continue utilizing **Tax Increment Financing (TIF)** to assist developers in financing new housing developments, specifically for land purchase, preparation and public facility/utility requirements.
- In 2020, the “**Middle Income Workforce Housing Investment Act**” (*Legislative Bill 866*) was adopted to supply matching grants to non-profit development entities with a background in housing development. This funding opportunity is only available to communities in Douglas, Lancaster and Sarpy Counties and must take place in a qualified Census Tract. Construction of new owner-occupied housing after-construction appraised value, or a housing rehabilitation project that exceeds 50 percent of a unit’s before-construction assessed value, must range from \$125,000 to \$275,000. The housing project must not benefit from low-income housing tax credit or state or federal subsidy programs.

Affordable Housing Action Plan Maintenance.

- This **Bellevue AHAP** should be reviewed annually by local housing providers and partnerships, including the City of Bellevue, Bellevue Chamber of Commerce, Bellevue Housing Agency, Housing Foundation for Sarpy County, local business leadership and school systems, local Foundations and other important for-profit and non-profit groups and organizations and local housing stakeholders.
- **Engaging local organizations and housing stakeholders** in the planning and implementation of new housing programs will make the use of housing funds more effective and encourage investors to make better informed decisions that target the Community’s needs and desires for new and improved housing types. All of this will result in stability and growth for the Community.
- Maintain a current and modern Comprehensive Plan for the Community, as well as Zoning and Subdivision Regulation documents, in an effort to continue efficient, sustainable housing development. These documents are critical to any community as it strives to maintain a strong quality of life and enhance local community sustainability and resiliency. A proactive City Council and Planning Commission will have the ability to effectively govern and direct housing development/redevelopment activities with current documents.
- Establish an **annual review process of local Comprehensive Planning** and associated **Zoning and Subdivision Regulation documents**. The Bellevue Planning Commission, City Council and local governmental volunteers and community and economic development groups should all be involved in this review. This will ensure a consistent vision for community and economic growth and development.

SECTION 6

FIVE-YEAR AFFORDABLE HOUSING ACTION PLAN.

INTRODUCTION.

The greatest challenge for Bellevue, during the next **five years, or by 2027**, will be to develop housing units for low- to moderate-income families, the elderly and special population households, with attention given to workforce households. **The Programs listed have a specific focus on persons/families with incomes at or below 80 percent of Area Median Income.** The successful implementation of the “**Five-Year Affordable Housing Action Plan**” will involve a **five-step implementation process** including the following:

- 1) Coordination of Bellevue/Sarpy County Housing Stakeholders, to create appropriate **Housing Development Partnerships**, per specific affordable housing activities;
- 2) Secure a professional “**Affordable Housing Development Specialist**” to plan and implement affordable housing projects in Bellevue;
- 3) Secure affordable **housing developers and contractors to work as a team** with Housing Development Partnerships and the Housing Development Specialist in selecting, prioritizing and producing appropriate affordable housing projects in Bellevue;
- 4) Secure both public and **private donations for funding affordable housing projects**; and
- 5) Implementation of **affordable housing activities** via property acquisition, infrastructure installation and project construction.

The planning and implementation of affordable housing programs for persons/families of 0 to 80 percent AMI could be combined with other both owner and rental housing demand, in the City of Bellevue, at 81 percent+ AMI, as identified in this Plan, in an effort to create mixed use income housing programs while maintaining development cost efficiency.

PLACE-BASED DEVELOPMENT COMPONENTS.

Each **Affordable Housing Program** identified in this **Bellevue Five-Year Housing Action Plan** should incorporate “**Place-Based**” **Development Components**, as identified by the Nebraska Investment Finance Authority, whereby development supports each community’s quality of life and availability of resources including, but not limited to: public safety, community health, education and cultural elements.

ACCESS AND LINKAGES:

- Does the housing program have adequate accessibility and walkability to other neighborhoods and centers in the Community?
- What is the program’s proximity to local services and amenities?
- Can people utilize a variety of transportation modes, such as sidewalks, streets, automobiles, bicycles and public transit, to travel to and from the housing program?
- Is the housing program visible from other neighborhoods or parts of the City?
- Is public parking available for visitors to the housing program?

COMFORT AND IMAGE:

- Is the proposed housing program located in a safe neighborhood?
- Are there historic attributes to consider for the proposed housing program?
- Is the neighborhood of the proposed housing program clean and safe for all residents?
- Are there any environmental impacts that could hinder the development of a housing program?

USES AND ACTIVITIES:

- How will the proposed housing program be used? By young families and local workforce? By elderly or special needs populations?
- Are there amenities proposed, or existing and nearby to the housing program that will keep local residents active, including parks and recreation opportunities?
- Does the housing program include a central gathering space for program residents, as well as Community residents?

SOCIABILITY:

- Will the housing program be developed in a way that will allow residents to socialize and interact with one another?
- Will people take pride in living at the proposed housing program?
- Are diverse populations encouraged to reside at the housing program?
- Does the housing program present a welcoming environment for both current and prospective residents?

ORGANIZATIONAL/OPERATIONAL PROGRAMS.

1. Land Bank Program.

Purpose:

The City of Bellevue, in partnership with **local Housing Stakeholders**, create a non-governmental, non-profit (501c) organization, or utilize an existing area Foundation to establish a **Land Bank Program** for the purpose of securing land and distressed properties for both future affordable housing development and redevelopment activities throughout **Bellevue**.

Estimated Cost (annual operational): \$750,000.

2. Maintain Local Housing Investment Funding Programs.

Purpose:

The City of Bellevue, with assistance from the **Housing Foundation for Sarpy County, Bellevue Community Foundation** and other **local housing and economic development stakeholders in the Community**, create a “pool” or “bank” of funds to invest in needed gap financing for local affordable housing development and rehabilitation activities. This is coupled with encouraging the involvement of **major employers and local/regional housing developers** with assisting employees in obtaining affordable housing through first-time homebuyer and down payment assistance programs as well as financial support to local developers constructing workforce housing.

Estimated Cost (annual fund drive): \$1,200,000.

3. Establish an Area-Wide Housing Disaster/Pandemic Recovery Program.

Purpose:

The City of Bellevue, with the assistance of **Sarpy County Emergency Management Agency and Local Housing Stakeholders**, create a locally-funded program designed to assist persons and families living in housing affected by natural disaster and/or COVID-19. In combination with State and Federal disaster grant programs, funding for this **Program** should include funding via local foundations, financial lending institutions and private donations.

Estimated Cost (annual): \$450,000.

AFFORDABLE HOUSING REHABILITATION/PRESERVATION PROGRAMS.

4. Owner/Rental Housing Rehabilitation/Preservation Program.

Purpose:

The City of Bellevue, with the assistance of **Local Housing Contractors** and **Housing Stakeholders**, as well as personal investment among housing property owners/developers, should set a 2027 goal of **125 to 140 housing units** to receive moderate rehabilitation and **75 to 90 housing units** to receive substantial rehabilitation. Identify Community block areas with excessive deterioration and dilapidation of housing units, especially areas where Tax Increment Financing can supplement a project. This could also include utilizing a Purchase-Rehab-Resale and/or Re-Rent Program providing housing for low- to moderate-income family households (0% to 80% AMI).

Estimated Moderate Rehabilitation Cost: \$29,000 to \$42,000 per unit.
Estimated Substantial Rehabilitation Cost: \$47,000 to \$55,000 per unit.
Estimated Cost Subsidy: 40% to 80% per unit.

5. Owner/Rental Housing Demolition/Replacement Program.

Purpose:

The City of Bellevue and **Local Housing Stakeholders**, with the assistance of **Local Housing Contractors** and personal investment among housing property owners/developers, should set a 2027 goal of **30 housing units**, to be purchased/donated, demolished and replaced with new, innovative affordable housing types, for families/elderly.

Estimated Purchase/Demolition/Construction Cost: \$265,000-\$332,000 per unit.
Estimated Cost Subsidy: 45% to 60% per unit.

AFFORDABLE HOUSING FOR ELDERLY/SENIOR POPULATIONS.

6. Affordable Elderly (55+ Years) Rental Housing Program.

Purpose:

Develop **one- or two-bedroom independent living senior duplex/triplex, townhome, “garden home” or apartment units, standard amenities and the potential for maintenance-free living options**, to meet the affordable rental housing needs of low- to moderate income elderly households (0% to 80% AMI). This **Program** would include **up to 104 units** and should feature a variety of living options and on-site amenities. The Program could involve assistance from the **Bellevue Housing Agency, Housing Foundation for Sarpy County, local specialized senior housing providers and housing developers.**

Total Estimated Cost: \$17,500,000.

Estimated Cost Subsidy: 60% or \$10,500,000.

7. Elderly (55+ Years) Owner Housing Program.

Purpose:

Develop up to **50 two+-bedroom owner units**, scattered site or in a designated residential subdivision/retirement community, with standard amenities, to meet the housing needs of low- to moderate income elderly households (31% to 80% AMI). This could be coupled with a Purchase-Rehab-Resale or Re-Rent Housing Program and/or an Infill Housing Development Program. The **Program** could involve assistance from the **Bellevue Housing Agency, Housing Foundation for Sarpy County and local contractors/builders.**

Total Estimated Cost: \$15,950,000.

Estimated Cost Subsidy: 40% or \$6,380,000.

AFFORDABLE HOUSING FOR FAMILIES & SPECIAL NEEDS POPULATIONS.

8. General Affordable & Workforce Rental Housing Program.

Purpose:

Develop up to **160 one-, two- or three-bedroom affordable housing units, including single-room-occupancy rental units, duplex/triplex, townhome or general rental apartment units**, Community-wide, with standard amenities, to meet the rental housing needs of families and individuals (0% to 80% AMI). **Program** should be combined with a **Workforce Employer Housing Assistance Program**. **Partnerships with local major employers, Bellevue Housing Agency, Housing Foundation for Sarpy County and local housing developers/contractors are recommended. Potential tenants could also include off-campus housing for students of Bellevue University and off-base housing for military personnel of Offutt Air Force Base.**

Estimated Cost: \$29,600,000.

Estimated Cost Subsidy: 60% or \$17,760,000.

9. Affordable Homeownership Program.

Purpose:

Develop up to **80 two+-bedroom owner affordable housing units**, Community-wide on scattered sites or in a residential subdivision, with standard amenities, to meet the housing needs of low- to moderate income family households (0% to 80% AMI). **Program** should be combined with a **Workforce Employer Housing Assistance Program**, a **Purchase-Rehab-Resale or Re-Rent Housing Program** and/or an **Infill Housing Development Program**. **Partnerships with Bellevue Housing Agency, Housing Foundation for Sarpy County and local housing developers/contractors are recommended.**

Estimated Cost: \$25,800,000.

Estimated Cost Subsidy: 40% or \$10,320,000.

10. Special Needs Population Affordable Housing Program.

Purpose:

Plan and implement an **Affordable Housing Program** of up to **40 units** of owner and rental housing for **Bellevue** residents with special needs and with very-low to low-income households (0% to 80% AMI). This includes handicap accessible housing, both new construction and existing housing rehabilitation, and appropriate group home housing for persons with a cognitive and/or physical disability. **Partnerships with the Bellevue Housing Agency, Housing Foundation for Sarpy County, Lift Up Sarpy County, United Way of the Midlands, local non-profit organizations and local contractors/builders are recommended.**

Estimated Cost: \$10,200,000.
Estimated Cost Subsidy: 70% or \$7,140,000.

11. Homeless and Near-Homeless Housing Program.

Purpose:

Plan and implement a **Program** of up to **24 units** of rental housing for **Bellevue** residents experiencing homelessness and near-homelessness, including transitional and/or overnight/temporary emergency shelter and group home housing for very-low income and impoverished households. **Partnerships with the Bellevue Housing Agency, Housing Foundation for Sarpy County, Lift Up Sarpy County, United Way of the Midlands, local non-profit organizations and local contractors/builders are recommended.**

Estimated Cost: \$3,900,000.
Estimated Cost Subsidy: 90% or \$3,510,000.

Bellevue Housing Survey

Survey Submits

530

Where do you reside? If Other, identify where and why.

Answer Choice	Response Count	Response Percentage
Inside the City of Bellevue Corporate Limits	445	84%
One Mile or Less from Bellevue	21	3%
Rural/Unincorporated Sarpy County	23	4%
Other	40	7%
Total Responses	529	

Gender

Answer Choice	Response Count	Response Percentage
Male	141	26%
Female	369	70%
Prefer not to answer	16	3%
Total Responses	526	

What is your current age?

Answer Choice	Response Count	Response Percentage
18-24	9	1%
25-34	75	14%
35-44	133	25%
45-54	110	20%
55-64	114	21%
65-74	64	12%
75-84	21	3%
85+	2	0%
Total Responses	528	

Appendix I: Bellevue Survey Results.

Number of persons in your household?

Answer Choice	Response Count	Response Percentage
1	65	12%
2	196	37%
3	90	17%
4	90	17%
5+	85	16%
Total Responses	526	

Please indicate your household income range.

Answer Choice	Response Count	Response Percentage
Less Than \$50K	110	21%
\$50K-\$74K	111	21%
\$75K-\$99K	92	18%
\$100K-\$149K	102	19%
\$150K-\$199K	52	10%
\$200K-\$249K	20	3%
\$250K-\$299K	10	1%
\$300K or More	14	2%
Total Responses	511	

If you do not live in Bellevue, are you interested in moving to the Community?

Answer Choice	Response Count	Response Percentage
Yes	63	39%
No	97	60%
Total Responses	160	

Which type of housing do you currently live in?

Answer Choice	Response Count	Response Percentage
Single Family House (Own)	384	72%
Single Family House (Rent)	49	9%

Appendix I: Bellevue Survey Results.

Duplex/Triplex (Own)	2	0%
Duplex/Triplex (Rent)	5	0%
Townhome (Own)	5	0%
Townhome (Rent)	8	1%
Manufactured/Mobile Home (Own)	1	0%
Manufactured/Mobile Home Rent)	2	0%
Rental Apartment	57	10%
Condominium	0	0%
Acreage	3	0%
Other	11	2%
Total Responses	527	

How many bedrooms do you have in your current home?

Answer Choice	Response Count	Response Percentage
One	23	4%
Two	70	13%
Three	256	48%
Four+	177	33%
Total Responses	526	

Are you satisfied with your current housing situation?

Answer Choice	Response Count	Response Percentage
Yes	347	66%
No	178	33%
Total Responses	525	

If No, please explain.

TOP RESPONSES: Housing unit is too small. Housing unit needs extensive repair/rehabilitation.

I can not afford to live where I do now. I desire to live in another Community.

Total Responses	168
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Appendix I: Bellevue Survey Results.

What (estimated) percentage of your net family income do you spend, annually, on housing (includes rent/utilities, principal & interest payment, taxes, insurance)?

Answer Choice	Response Count	Response Percentage
0%-15%	82	15%
16%-30%	167	32%
31%-40%	115	22%
41%-50%	83	16%
50% or More	68	13%
Total Responses	515	

In the last 18 months, have you or your family been homeless and/or near-homeless?

Answer Choice	Response Count	Response Percentage
Yes	56	10%
No	466	89%
Total Responses	522	

Are you, or has anyone in your household, experienced a loss of employment income and/or housing due to the COVID-19 Pandemic?

Answer Choice	Response Count	Response Percentage
Yes	122	23%
No	402	76%
Total Responses	524	

If Yes, have you received pay for the time you were not working?

Answer Choice	Response Count	Response Percentage
Yes, I used paid leave	20	11%
Yes, I received full pay but do not have to take leave	11	6%
Yes, I received partial pay	20	11%
No, I received no pay	125	71%
Total Responses	176	

Appendix I: Bellevue Survey Results.

Also, over the past three months, have you paid your monthly rent or mortgage on time?

Answer Choice	Response Count	Response Percentage
Yes	447	89%
No	55	10%
Total Responses	502	

How confident are you that your household will be able to pay your next rent or mortgage payment on time?

Answer Choice	Response Count	Response Percentage
No confidence	22	4%
Slight Confidence	30	5%
Moderate Confidence	93	18%
High Confidence	356	70%
Payment is/will be deferred	3	0%
Total Responses	504	

Which of the following housing issues have you experienced as a result of the COVID-19 Pandemic? Check all that apply.

Answer Choice	Response Count	Response Percentage
Deferred rent/mortgage payment	46	26%
Delayed housing construction	34	19%
Delayed relocation	37	21%
Difficulty obtaining a mortgage loan or other financial assistance	51	29%
Other	51	29%
Total Responses	175	

What are some of the issues or barriers you experience with obtaining affordable, suitable housing for your household? Please check all that apply.

Answer Choice	Response Count	Response Percentage
Lack of handicap accessible housing	19	12%
Lack of adequate public transportation	32	21%

Appendix I: Bellevue Survey Results.

Lack of knowledge of fair housing rights	21	14%
Cost of rent	129	86%
Restrictive zoning/building codes	5	3%
Job status	28	18%
Attitudes of landlords & neighbors	57	38%
Lack of availability of decent rental units in your price range	106	71%
Use of background checks	12	8%
Excessive application fees and/or rental deposits	67	44%
Cost of utilities	51	34%
Lack of educational resources about tenant responsibilities	9	6%
Age of existing rental housing	38	25%
Condition of existing rental housing	67	44%
Other	12	8%
Total Responses	149	

How much are you currently paying for your monthly rent?

Answer Choice	Response Count	Response Percentage
No Rent Payment	66	32%
Less Than \$400	5	2%
\$400-\$600	7	3%
\$601-\$800	19	9%
\$801-\$950	22	10%
\$951-\$1,100	16	7%
\$1,101-\$1,250	23	11%
\$1,251-\$1,500	18	8%
\$1,501-\$1,750	16	7%
\$1,751-\$1,999	3	1%
\$2,000+	6	2%
Total Responses	201	

Appendix I: Bellevue Survey Results.

What is the most your family could afford for monthly rent?

Answer Choice	Response Count	Response Percentage
No Rent Payment	44	22%
Less Than \$400	8	4%
\$400-\$600	19	9%
\$601-\$800	25	12%
\$801-\$950	25	12%
\$951-\$1,100	19	9%
\$1,101-\$1,250	20	10%
\$1,251-\$1,500	20	10%
\$1,501-\$1,750	10	5%
\$1,751-\$1,999	4	2%
\$2,000+	5	2%
Total Responses	199	

What are some of the issues or barriers you experience with obtaining affordable, suitable housing for your household? Please check all that apply.

Answer Choice	Response Count	Response Percentage
Lack of handicap accessible housing	32	11%
Lack of adequate public transportation	51	19%
Lack of knowledge of fair housing rights	22	8%
Housing purchase prices/cost to own	160	59%
Restrictive zoning/building codes	26	9%
Job status	23	8%
Attitudes of immediate neighbors	40	14%
Mortgage lending application requirements	29	10%
Excessive down payment/closing costs	94	35%
Cost of utilities	103	38%
Lack of educational resources about homeowner responsibilities	21	7%
Cost of homeowners insurance	89	33%

Appendix I: Bellevue Survey Results.

Lack of sufficient homes for sale/housing choice	96	35%
Age of existing housing	60	22%
Condition of existing housing	83	30%
Inability to get a loan	15	5%
Other	32	11%
Total Responses	268	

What is your monthly mortgage payment?

Answer Choice	Response Count	Response Percentage
Paid in Full	78	21%
Less Than \$400	4	1%
\$400-\$600	8	2%
\$601-\$800	24	6%
\$801-\$1,000	28	7%
\$1,001-\$1,250	51	13%
\$1,251-\$1,500	63	17%
\$1,501-\$2,000	78	21%
\$2,001-\$2,500	20	5%
\$2,501-\$2,999	10	2%
\$3,000+	6	1%
Total Responses	370	

Appendix I: Bellevue Survey Results.

What is the most your family could afford for a home?

Answer Choice	Response Count	Response Percentage
Less Than \$100K	26	7%
\$100K-\$175K	88	24%
\$176K-\$250K	99	27%
\$251K-\$300K	60	16%
\$301K-\$400K	46	12%
\$401K-\$500K	16	4%
\$501K+	26	7%
Total Responses	361	

Single Family Housing

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	54	10%
2	38	7%
3 (Somewhat Needed)	93	18%
4	97	19%
5 (Greatly Needed)	219	43%
Mean	3.78	
Median	4	
Total Responses	501	

Appendix I: Bellevue Survey Results.

Rental Housing (General)

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	86	17%
2	45	9%
3 (Somewhat Needed)	115	23%
4	70	14%
5 (Greatly Needed)	174	35%
Mean	3.41	
Median	3	
Total Responses	490	

Condominiums/Townhomes

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	107	21%
2	62	12%
3 (Somewhat Needed)	119	24%
4	90	18%
5 (Greatly Needed)	114	23%
Mean	3.09	
Median	3	
Total Responses	492	

Appendix I: Bellevue Survey Results.

Duplex/Triplex Housing Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	128	26%
2	59	12%
3 (Somewhat Needed)	136	28%
4	68	14%
5 (Greatly Needed)	93	19%
Mean	2.87	
Median	3	
Total Responses	484	

Rehabilitation of Owner-occupied Housing Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	59	12%
2	47	9%
3 (Somewhat Needed)	137	28%
4	97	20%
5 (Greatly Needed)	134	28%
Mean	3.42	
Median	3	
Total Responses	474	

Appendix I: Bellevue Survey Results.

Rehabilitation of Renter-occupied Housing

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	61	13%
2	40	8%
3 (Somewhat Needed)	113	24%
4	110	23%
5 (Greatly Needed)	144	30%
Mean	3.5	
Median	4	
Total Responses	468	

Housing Choices for First-Time Homebuyers

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	31	6%
2	28	5%
3 (Somewhat Needed)	82	16%
4	85	17%
5 (Greatly Needed)	259	53%
Mean	4.06	
Median	5	
Total Responses	485	

Appendix I: Bellevue Survey Results.

Independent/Group Home Housing for Persons with a Mental/Physical Disability

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	63	13%
2	55	11%
3 (Somewhat Needed)	132	28%
4	82	17%
5 (Greatly Needed)	136	29%
Mean	3.37	
Median	3	
Total Responses	468	

Senior Independent Living Housing – Owner & Rental

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	82	17%
2	46	9%
3 (Somewhat Needed)	123	25%
4	104	21%
5 (Greatly Needed)	126	26%
Mean	3.3	
Median	3	
Total Responses	481	

Appendix I: Bellevue Survey Results.

Licensed Assisted Living, with Specialized Services (i.e. health, food prep, recreation services, etc.)

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	82	17%
2	53	11%
3 (Somewhat Needed)	143	30%
4	94	20%
5 (Greatly Needed)	98	20%
Mean	3.16	
Median	3	
Total Responses	470	

Housing in Downtown (Work/Live)

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	115	24%
2	54	11%
3 (Somewhat Needed)	145	31%
4	57	12%
5 (Greatly Needed)	90	19%
Mean	2.9	
Median	3	
Total Responses	461	

Are you planning to change your current housing situation in the next five years?

Answer Choice	Response Count	Response Percentage
Yes	311	67%
No	147	32%
Total Responses	458	

Appendix I: Bellevue Survey Results.

If Yes, why are you planning to change your current housing situation?

Answer Choice	Response Count	Response Percentage
Need local affordable housing.	59	18%
Need larger housing.	75	23%
Present home in poor state of repair.	13	4%
Need senior/elderly housing.	25	7%
Need specially adapted home.	7	2%
Need to be closer to relatives who are in the area.	2	0%
Need independent housing.	9	2%
Need to "downsize".	44	13%
Need to be closer to employment.	10	3%
Need to be closer to a dependent.	0	0%
Death, divorce or other change in family structure requiring a move.	11	3%
Other	66	20%
Total Responses	321	

Which of the following places do you desire to rent or purchase a home? If "Other", where and why?

Answer Choice	Response Count	Response Percentage
Inside the City of Bellevue Corporate Limits	173	47%
One Mile or less from Bellevue	38	10%
Rural/Unincorporated Sarpy County	64	17%
Other	90	24%
Total Responses	365	

Which one of the following housing types are you most like to purchase?

Answer Choice	Response Count	Response Percentage
Single Family	269	72%
Attached Townhouse or Duplex/Triplex Unit	21	5%
Residential Acreage	24	6%
Mobile Home	1	0%

Appendix I: Bellevue Survey Results.

Patio Home/Slab Home	2	0%
Tiny Home	8	2%
Upper Level/Downtown	3	0%
Apartment	19	5%
Senior Living Community	26	6%
Total Responses	373	

How many bedrooms would your family need?

Answer Choice	Response Count	Response Percentage
1	16	4%
2	97	25%
3	157	41%
4+	107	28%
Total Responses	377	

Will you support your Community using Local, State and/or Federal grant funds to conduct an owner housing rehabilitation program?

Answer Choice	Response Count	Response Percentage
Yes	380	76%
No	115	23%
Total Responses	495	

Will you support your Community using Local, State and/or Federal grant funds to conduct a renter housing rehabilitation program?

Answer Choice	Response Count	Response Percentage
Yes	341	69%
No	150	30%
Total Responses	491	

Appendix I: Bellevue Survey Results.

Will you support your Community establishing a program to purchase and remove dilapidated houses to make affordable lots available for development?

Answer Choice	Response Count	Response Percentage
Yes	375	76%
No	117	23%
Total Responses	492	

Will you support your Community securing State and/or Federal grant dollars to purchase, rehabilitate and resell vacant housing?

Answer Choice	Response Count	Response Percentage
Yes	397	80%
No	99	19%
Total Responses	496	

Will you support your Community securing State and/or Federal grant dollars to provide down payment assistance to first-time homebuyers?

Answer Choice	Response Count	Response Percentage
Yes	357	72%
No	137	27%
Total Responses	494	

Case Management/Legal Aid

Answer Choice	Response Count	Response Percentage
1 (poor)	44	26%
2 (Fair)	67	39%
3 (Good)	44	26%
4 (Excellent)	13	7%
Mean	2.15	
Median	2	
Total Responses	168	

Appendix I: Bellevue Survey Results.

Cultural/Language Assistance

Answer Choice	Response Count	Response Percentage
1 (poor)	33	20%
2 (Fair)	67	41%
3 (Good)	50	31%
4 (Excellent)	10	6%
Mean	2.23	
Median	2	
Total Responses	160	

Continuing Education Opportunities

Answer Choice	Response Count	Response Percentage
1 (poor)	41	22%
2 (Fair)	50	27%
3 (Good)	57	31%
4 (Excellent)	31	17%
Mean	2.44	
Median	2	
Total Responses	179	

Employment Opportunities/Training

Answer Choice	Response Count	Response Percentage
1 (poor)	45	25%
2 (Fair)	60	34%
3 (Good)	50	28%
4 (Excellent)	21	11%
Mean	2.27	
Median	2	
Total Responses	176	

Appendix I: Bellevue Survey Results.

Adult Care Services

Answer Choice	Response Count	Response Percentage
1 (poor)	37	21%
2 (Fair)	62	35%
3 (Good)	56	32%
4 (Excellent)	19	10%
Mean	2.33	
Median	2	
Total Responses	174	

Health Services (Mental, Physical, etc.)

Answer Choice	Response Count	Response Percentage
1 (poor)	35	19%
2 (Fair)	54	30%
3 (Good)	49	27%
4 (Excellent)	39	22%
Mean	2.52	
Median	2	
Total Responses	177	

Food/Meals-On-Wheels

Answer Choice	Response Count	Response Percentage
1 (poor)	19	11%
2 (Fair)	64	37%
3 (Good)	62	36%
4 (Excellent)	25	14%
Mean	2.55	
Median	3	
Total Responses	170	

Appendix I: Bellevue Survey Results.

Home Health & Memory Care

Answer Choice	Response Count	Response Percentage
1 (poor)	34	20%
2 (Fair)	67	39%
3 (Good)	50	29%
4 (Excellent)	19	11%
Mean	2.32	
Median	2	
Total Responses	170	

Counseling Services

Answer Choice	Response Count	Response Percentage
1 (poor)	36	21%
2 (Fair)	67	40%
3 (Good)	49	29%
4 (Excellent)	14	8%
Mean	2.25	
Median	2	
Total Responses	166	

Aides for Disabilities

Answer Choice	Response Count	Response Percentage
1 (poor)	44	26%
2 (Fair)	61	37%
3 (Good)	46	28%
4 (Excellent)	13	7%
Mean	2.17	
Median	2	
Total Responses	164	

Appendix I: Bellevue Survey Results.

Home Repair/Rehabilitation Services

Answer Choice	Response Count	Response Percentage
1 (poor)	60	35%
2 (Fair)	60	35%
3 (Good)	36	21%
4 (Excellent)	14	8%
Mean	2.02	
Median	2	
Total Responses	170	

Transportation/Auto Repair

Answer Choice	Response Count	Response Percentage
1 (poor)	56	32%
2 (Fair)	46	26%
3 (Good)	48	27%
4 (Excellent)	25	14%
Mean	2.24	
Median	2	
Total Responses	175	

Finance Assistance/Management

Answer Choice	Response Count	Response Percentage
1 (poor)	52	31%
2 (Fair)	55	33%
3 (Good)	39	23%
4 (Excellent)	20	12%
Mean	2.16	
Median	2	
Total Responses	166	

Appendix I: Bellevue Survey Results.

Housing (Permanent, Transitional, etc.)

Answer Choice	Response Count	Response Percentage
1 (poor)	47	27%
2 (Fair)	61	35%
3 (Good)	45	26%
4 (Excellent)	19	11%
Mean	2.21	
Median	2	
Total Responses	172	

Law Enforcement

Answer Choice	Response Count	Response Percentage
1 (poor)	15	8%
2 (Fair)	29	16%
3 (Good)	68	37%
4 (Excellent)	69	38%
Mean	3.06	
Median	3	
Total Responses	181	

Senior Social & Recreation Activities

Answer Choice	Response Count	Response Percentage
1 (poor)	32	17%
2 (Fair)	67	37%
3 (Good)	59	32%
4 (Excellent)	21	11%
Mean	2.39	
Median	2	
Total Responses	179	

Appendix I: Bellevue Survey Results.

Emergency Transportation

Answer Choice	Response Count	Response Percentage
1 (poor)	36	20%
2 (Fair)	43	24%
3 (Good)	54	30%
4 (Excellent)	43	24%
Mean	2.59	
Median	3	
Total Responses	176	

Volunteer Opportunities

Answer Choice	Response Count	Response Percentage
1 (poor)	23	13%
2 (Fair)	45	25%
3 (Good)	68	38%
4 (Excellent)	39	22%
Mean	2.7	
Median	3	
Total Responses	175	

Specialized Services (Veteran, Homeless, etc.)

Answer Choice	Response Count	Response Percentage
1 (poor)	35	20%
2 (Fair)	58	33%
3 (Good)	61	34%
4 (Excellent)	21	12%
Mean	2.39	
Median	2	
Total Responses	175	

Appendix I: Bellevue Survey Results.

If you plan to change your housing in five years, which of the following housing types would you be most interested in moving to? Check your top three (3).

Answer Choice	Response Count	Response Percentage
Single Family Home	149	70%
Duplex - Rent	16	7%
Duplex - Purchase	17	8%
Town Home - Rent	22	10%
Town Home for Purchase	52	24%
Nursing Home/Long-Term Care	2	0%
Apartment for Purchase	8	3%
Assisted Living Housing	19	9%
One Bedroom Apartment - Rent	6	2%
Two Bedroom Apartment - Rent	31	14%
Tiny Home	22	10%
Upper Level/Downtown Housing	13	6%
Other	15	7%
Total Responses	211	

Appendix I: Bellevue Survey Results.

Please provide any additional comments regarding the future of housing in your Community.

I pay really high taxes in Sarpy county and don't have a full understanding of what they go toward. I'd be willing to pay more if I saw the benefits.

We need to provide incentives to residents to fix up their rundown homes in Bellevue. It's sad that we are putting luxury apartment buildings in the midst of all of the rundown homes and expecting that people will pay outlandish prices to rent these homes. We need rentals that people who live in Bellevue can actually afford. Most of us would also like to keep the green open spaces that we have and not fill them with high-rise apartment buildings. Also we need a skate park for kids and teens!!!

One thought I have concerning housing in Bellevue and the greater Omaha area is that there needs to be a law or ordinance requiring all apartment buildings to require an outdoor space for each apartment, a patio or deck at the very least. Every residence should have a space where people can be outdoors but also a place to grow plants and food, if only in pots. Additionally, there should be spaces conveniently located where people can grow gardens if they do not have a space where they live.

Need more first time homeowners house right at 200k. Create some large developments. Say 300 plus home or multiple 100 plus home SID's.

Better infill. Displacement policies to allow residents to age alongside new development.

As a teacher in Bellevue, I consistently see a need for more affordable housing in the community. Families are desperate for homes and apartments that are in decent condition yet also affordable.

I would like to see more affordable ranch style homes and apartments, especially for single parents and/or seniors who want to downsize from a home. Rent and cost of new affordable is high in this area. I did not answer some of the questions re senior support services because I am not sure what is available in some of these areas. The survey should have a section one could mark "unsure".

Don't build more than the fire and police department can support. There are enough issues right now with what we have and not enough police to help. Take care of what we have first then build more. It would be nice to have information about the housing situation before asking questions in this survey.

Appendix I: Bellevue Survey Results.

There really needs to be affordable housing for single income households. By affordability I mean not having to work a full time job and a second part time job, just to scrape by

My husband has Multiple Sclerosis. As this progresses, we will need safe housing for us. Bellevue has nothing to offer. There needs to be more affordable senior housing in Bellevue.

I would like to see more programs to help tenants when they have problems with landlords

It would be nice for a single person who makes around \$30k a year to be able to get into a decently nice house in a safe neighborhood. That might be asking too much.

Affordable housing should be blended in throughout the city and we need to ensure it's not all isolated by itself as it could cause additional social and economic issues. Access to safe Pedestrian, Vehicular, and Public Transit should also be considered to minimize isolation of any areas around the city, as well as consideration of access to goods and services for all neighborhoods. We should consider zoning for tiny + small house communities as well to help many first time home buyers+ veterans

Affordable housing needs to also be safe and livable. Currently, the income ranges is huge in Bellevue/Sarpy county. Homeowners need programs to help with repairs and landlords need the ability to keep homes in repair as well and not place that burden solely on renters

There needs to be affordable housing and landlords who accept Section 8 vouchers. Plus more available housing.

A tiny home would be terrific if I have a good sized yard for my pups.

I think it's really hard to find affordable housing that is in good move-in condition. Houses are way overpriced and many of them need to be repainted or need to be updated. In addition, for people like me, who are "empty nesters," it's hard to find a duplex, townhouse, or condo when you need to downsize. In addition, if you find one of these options, you can't even look at them because the monthly HOA fees are overpriced as well. Taxes are another issue to factor in as well.

We love Bellevue, but want an affordable house to buy.

Appendix I: Bellevue Survey Results.

Bellevue has enough housing!! Not enough community programs for youth and elderly and not enough recreational activities for adults/youth. Nothing to do in the city of Bellevue but eat at restaurants.

The city/county/government should not make changes to people's living areas without their consent

WHEN I LOOK AROUND MY OWN NEIGHBORHOOD IT IS APARENT WE NEED MORE CODE NNFORCEMENT. THERE ARE BUSINESS PROPERTYS THAT LOOK MORE LIKE JUNK YARDS THAN PLACES OF BUSINESS. HOMES WITH SO MUCH JUNK IN THEIR YARDS THEY LOWER THE VALUE OF OTHER HOMES.

Badly need level flooring so we can walk around our home, stirs prevent this at the moment and have caused 3 hospital stays in the last few months. Had broken shoulder and broken arm, also painful knees and an inability to breath going up and down stairs, unable to bring up the laundry until someone visits and helps us.

Need Homes with 5 or more bedrooms that are affordable for very low-income class people \$30,000 to \$40,000 a year.

Wish Bellevue had more options for cleaner parks/ activities with kids & access to lore new homes besides celebrity homes. If you go to much north you are in south O, if you go further south you're way too far from any major places- even grocery. If you go east you're on Offutt or in a flood zone, if you go west you're in farm land or Papillion/Gretna.

Too many landlords and corps owning tons of houses and charging astronomical rents. Communities should bar corporations and businesses from snapping up single family homes to use as rental housing. Rental pricing should also be indexed to a fraction of inflation instead of landlords being allowed to up rents for unimproved unchanged houses and calling it "market rate".

My husband and I purchased our first home in Bellevue because we felt that we got 'more house' for our budget in this community. I continue to believe that Bellevue has a good entry point for first time homebuyers, though the cost of real estate overall has gone up. I think that Bellevue could benefit from more condo/townhome style housing options, at a lower price point, and in the older parts of town. More development in these areas would be great to see!

Appendix I: Bellevue Survey Results.

Parking. A premium should be placed on availability of parking. Living in the middle of Omaha, right off of the busiest street, has lead me to realize that parking is far more valuable than one would assume.

You better get more retail which would Provide more jobs which would bring in more housing.

Stop using tax money to funding these type of projects. We can do it by ourselves

We need more ranch style homes in Bellevue. We need to have incentives for Military to stay in Nebraska similar to Iowa. I am 90% disabled so I don't qualify for tax free housing. My retirement check is taxed in NE. I am throwing money away living here. I love Bellevue but can't see continuing to throw my hard earned money away.

Bellevue rent rates are too high for the quality of living. Landlords rely too heavily on DoD stipends which hurt all others who are not affiliated with Offutt AFB or their contractors.

Retirement was planned for the near future but may be delayed due to the current cost of housing. Homes and rental apartment costs keep rising at an alarming rate. I worry that housing may become unaffordable in the near future when I am living on a reduced fixed income.

It is not the city's job to be a real estate agent or investment broker and therefore no city funds should be going to line private owners pockets.

Sarpy county taxes are ridiculous. They continue to go up but I do not see the benefits

There has to be more affordable housing options for seniors with limited fixed incomes

We have two homes in the neighborhood that have been vacant for more than a decade, one of them not occupied at all and the other sporadically rented, but mainly left vacant. Both are eyesores and in disrepair., it seems the city allows this. City ordinances need to be better enforced, we are seeing other houses in our area near Fontanelle Forest going downhill from the state they were in when we moved here over a decade ago.

Solve the problem with jobs that pay well rather than subsidizing housing for low income persons.

Appendix I: Bellevue Survey Results.

Need one story, minimal stairs, houses in Bellevue.

Must be handicap accessible and in a safe neighborhood.

I work in Bellevue but live in Omaha (the Breakers). I would love to move to Bellevue, but either the cost of newly built apartments is equivalent to where I currently live (which is insane) or the apartments I have checked out are poorly run (bad management) and/or in bad condition.

The builders need to stop developing \$200/sq ft luxury homes. We can only afford \$100-\$110/ sq ft homes and nothing in the inventory meets our desires. We want something built in the last 40 years that isn't astronomically priced for 2,000 sq ft You can't find that anywhere in Bellevue now. We left town.

I hope any changes do not create a city like feel to Olde Town Bellevue. I support senior independent living and would like more updated affordable options (market value) that wouldn't include disabled with seniors. My apartment which is HUD covers both and community options like enjoying the patio are overtaken by the younger tenants with disabilities and the smokers. Making it fairly useless for others.

...in an area with lower property taxes; this has been a theme in my responses and I am so discouraged and disappointed by our leadership in Bellevue.

There's such a thing as Support Services for Seniors? Huh. Perhaps it should be better communicated.

Would prefer to sacrifice government funding in order to retain independence from being told which kind of housing our city must have.

We live here, they don't, and, their priorities should NOT have to be ours!

Bellevue needs a better bus system. The Mayer needs to step up on his game and STOP keeping all the money to himself and get Bellevue more fun stuff like Omaha has. More fun stores. More fun stuff to do. A new library in like the 68123 area. Keep the mean/rude people away.

Appendix I: Bellevue Survey Results.

I am concerned - specifically with Old Towne that there are more and more rental properties. The pride of ownership is dwindling quickly - no longer are the homes friendly looking and well kept, but overgrown and intimidating with broken sidewalks, unkept yards, trash everywhere. I feel like we need programs to help build the sense of community and show pride in our homes - rentals or not. It would be lovely if there could be programs to help and activities to help build community.

We need more income based housing

I would like to see more housing opportunities for me people being released from prison. So many people can't get a place to live with owners being so bias about who they rent their places to. I understand their concerns but everyone deserves a second chance. We wouldn't have so many homeless people and reoffenders if our society would learn to give people another chance.

Tiny Homes community should be built in Bellevue.

A lack of services and culture greatly reduce the value of housing in Bellevue without a commensurate reduction in price relative to the rest of the metro.

Would like to move back to Bellevue but cant find anything that we can afford

Overall it seems as though we try and depend on the government to assist in supporting our communities and residents that is socialize government if I wanted to live in China I would move there.

Affordable house... why is every affordable housing effort only concerned on subsidies and redistribution of wealth or power over people via control of purse strings? Lets get busy and redesign single family housing to be more efficient IE make the cost lower by value engineering and lowering costs by design, construction and operation. Mass production, common features... make them like cars or cell phones or even food production not one of a kind high cost items every single time.

I suppose it as long as it's actually affordable housing not \$350,000 duplexes etc.

Appendix I: Bellevue Survey Results.

When I moved here last spring, I tried to find housing but was unable to before getting my current job. I lived in a hotel for a month then found a temp 1-bed apartment for three months until I found this house - after losing out on several other houses. I was then able to send for my family. Thus, price was not top priority having a place to live was.

All of the questions being asked are pointless. As city administration, you already know how dismal the affordable housing market is. You know, and you still put money over people when making decisions. You want an affordable housing action plan, but you also want to continue building luxury housing in an area that doesn't need/warrant it. Lets be honest and see this survey for exactly what it is, an excuse to make it look like you're doing something.

I think the word affordable means different things to different people. To some, it means subsidized housing for low-income families. To others, it means housing that is reasonably priced for working middle class families. I think to get accurate responses to surveys like this, and to honestly and realistically involve the public, you need to better describe what type of housing you mean when you say "affordable".

The availability of good quality, senior friendly housing and service options will determine if I move to or stay in the Bellevue area. If I can't find that, I will likely move to a more senior friendly area. Since I don't have to work, I would rather quit my job and leave Bellevue than stay in a community that doesn't enable me to have a good quality of life as I age.

Property taxes are so high and filling the pockets of the people who need it least.

Taxes too high in Bellevue for quality of roads and businesses

I support affordable single family homes---NOT the continual building of apartments. I also recommend the complete restoration of those apartments which are substandard in Bellevue---several come to mind---not everyone can afford new apartment living---make single family homes more accessible to moderate income people

Rent, hourly pay etc just don't add up. WE ARE OUT HERE STRUGGLING!!!!!!!

There are no affordable apartments for my young adult children. They are just starting out and it is very hard to find an apartment in the \$500-700 range which they could afford.

Appendix I: Bellevue Survey Results.

A tax break needs to happen for people that have lived in their homes for a long time and the taxes keep going up. It is great that the home values rise but if you buy a home 27 years ago it is because you can afford it. When you retire you shouldn't have to pay higher taxes on your current home that have lives in for a long time.

Bellevue needs to stop creating so many apartments and create nice spaces for single family homes. They, also, need to find a way to lower property taxes and stop raising them annually...by ALOT. They would benefit from cleaning up the homes and properties that already exist. Lastly, it would be nice if they allowed backyard chickens and other hobby farming as long as people are responsible.

All new construction and remodels should include Level 2 (240v) charging. Paying residential rate for EV charging is by far the cheapest energy for transportation and it does not fluctuate like gas prices. All auto manufacturers are going electric so lets not build/remodel for the past.

Reliable public transportation is a bigger issue which impacts the decision on where to live.

There is virtually no housing in Bellevue that is actually affordable for the average resident. Even the new apartments going up charge \$1000 for a one bedroom. Bellevue needs truly affordable housing for families.

I will like to get some help to buy a house for my family

I feel there is a need to develop housing and rehab help for the seniors! I have noticed a lot of homes and apartments going up but are they truly affordable! I see that they are more expensive that seniors have no option! We only get so much each month and have to cut food and necessities to be able to have a roof and utilities! We struggle from month to month! Those that have money have no idea! Walk in our shoes and see what it truly is like!! The immigrants get everything when coming here!

You need single family homes catering to empty nesters and millennials who want a home that doesn't take all of their money. How about 1500 SqFt nice homes with postage stamp yards? I have dogs so need at least a small fenced yard which townhomes and duplexes don't offer. If they did, I would move right away. My 29 year old daughter refuses to move back to Nebraska because of tax burdens here. Until Nebraska can get that fixed, affordable housing is just words, not a real thing.

Appendix I: Bellevue Survey Results.

Bellevue needs rentals in the under 700.00. With the increased rent being charged there is way more elders moving in with family and young workers moving back in with parents. This causes way more mental angst. Stops families from growing. There are many instances where low cost affordable rentals not being available in Bellevue has resulted in folks moving away.

I am looking to rent, rent to own or purchase within Bellevue. The rent and cost to own is too high. I live with my parents due to a divorce and I have a single income less the 50k. I pay my parents M.U.D bill as rent.

Teach trades in schools to give people real skills needed for work then we need real living wages to keep up with inflation so people can afford housing the way our parents did.

BAN INVESTORS FROM STEALING PROPERTIES FROM REAL PEOPLE.

Bellevue needs a variety of housing types from the missing middle housing category. There need to be more options other than single-family homes and large multi-family apartment complexes; options such as duplexes, tri-plexes, tiny homes, and smaller apartments buildings to meet the needs of residents and help them age in place.

I'm more concerned about what my kids can afford. Not affordable fir them

A community like a Del Webb community for over 55 would be fantastic. Over 55 want to stay active and need more activities closer to home.

Need new/more businesses to move to Bellevue and pay their share of taxes to even have a chance for young couples to make it in Bellevue. Instead, Bellevue keeps raising taxes and giving breaks to big business. Focus on the average Bellevue resident.

Bellevue needs full hook up long term camping areas

I support providing assistance for affordable housing, but know how the city of Bellevue works, I'm sure it won't actually provide the assistance intended.

Bellevue Workforce housing Needs Survey

Survey Submits 208

OPEN QUESTION

Place of Employment

TOP RESPONSES: Bellevue University, Bellevue Public Schools, Retired.

Total Responses 180

Where do you reside?

Answer Choice	Response Count	Response Percentage
Inside the City of Bellevue Corporate Limits	169	81%
One Mile or less from Bellevue	6	2%
Rural/Unincorporated Sarpy County	8	3%
Other	24	11%
Total Responses	207	

If Other, where and why?

Apartments are more affordable

La Vista - it was the most affordable option

Omaha, with my parents while I house hunt

Total Responses 13

Do you commute into Bellevue for work?

Answer Choice	Response Count	Response Percentage
Yes	47	23%
No	156	76%
Total Responses	203	

Appendix I: Bellevue Survey Results.

How far do you commute for work?

Answer Choice	Response Count	Response Percentage
No Commute/Work From Home	38	19%
Less Than 10 Minutes	54	28%
10-20 Minutes	49	25%
21-30 Minutes	29	15%
31-40 Minutes	17	8%
41-50 Minutes	4	2%
51-60 Minutes	0	0%
61+ Minutes	0	0%
Total Responses	191	

Number of persons in your household?

Answer Choice	Response Count	Response Percentage
1	24	11%
2	64	31%
3	51	25%
4	32	15%
5+	33	16%
Total Responses	204	

Do you currently rent or own your home?

Answer Choice	Response Count	Response Percentage
Rent	43	20%
Own	162	79%
Total Responses	205	

If you are a RENTER, How much are you currently paying for your monthly rent?

Answer Choice	Response Count	Response Percentage
No Rent Payment	18	30%
Less Than \$400	5	8%

Appendix I: Bellevue Survey Results.

\$400-\$600	2	3%
\$601-\$800	4	6%
\$801-\$950	8	13%
\$951-\$1,100	5	8%
\$1,101-\$1,250	9	15%
\$1,251-\$1,500	4	6%
\$1,501-\$1,750	5	8%
\$1,751-\$1,999	0	0%
\$2,000+	0	0%
Total Responses	60	

If you are an OWNER, what is your gross monthly mortgage payment?

Answer Choice	Response Count	Response Percentage
Paid in Full	40	24%
Less Than \$400	0	0%
\$400-\$600	2	1%
\$601-\$800	11	6%
\$801-\$1,000	16	9%
\$1,001-\$1,250	16	9%
\$1,251-\$1,500	30	18%
\$1,501-\$1,750	17	10%
\$1,751-\$2,000	13	7%
\$2,001-\$2,500	10	6%
\$2,501-\$2,999	6	3%
\$3,000+	2	1%
Total Responses	163	

Appendix I: Bellevue Survey Results.

Are you satisfied with your current housing situation?

Answer Choice	Response Count	Response Percentage
Yes	125	60%
No	81	39%
Total Responses	206	

If No, please explain.

TOP RESPONSES: Rent/Mortgage is too high. Housing unit needs extensive rehabilitation. I need a new place to live.

Total Responses	78
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Please indicate your household income range.

Answer Choice	Response Count	Response Percentage
Less Than \$50K	40	20%
\$50K-\$74K	44	22%
\$75K-\$99K	32	16%
\$100K-\$149K	34	17%
\$150K-\$199K	29	14%
\$200K-\$249K	9	4%
\$250K-\$299K	4	2%
\$300K or More	7	3%
Total Responses	199	

What are some of the issues or barriers you experience with obtaining affordable, suitable housing for your household? Please check all that apply.

Answer Choice	Response Count	Response Percentage
Lack of handicap accessible housing	7	13%
Lack of adequate public transportation	9	17%
Lack of knowledge of fair housing rights	3	5%
Cost of rent	43	82%
Restrictive zoning/building codes	2	3%

Appendix I: Bellevue Survey Results.

Job status	11	21%
Attitudes of landlords & neighbors	20	38%
Lack of availability of decent rental units in your price range	34	65%
Use of background checks	5	9%
Excessive application fees and/or rental deposits	21	40%
Cost of utilities	27	51%
Lack of educational resources about tenant responsibilities	4	7%
Age of existing rental housing	16	30%
Condition of existing rental housing	21	40%
Other	8	15%
Total Responses	52	

CHECKBOXES

What are some of the issues or barriers you experience with obtaining affordable, suitable housing for your household? Please check all that apply.

Answer Choice	Response Count	Response Percentage
Lack of handicap accessible housing	13	10%
Lack of adequate public transportation	22	17%
Lack of knowledge of fair housing rights	10	7%
Housing purchase prices/cost to own	78	60%
Restrictive zoning/building codes	15	11%
Job status	9	6%
Attitudes of immediate neighbors	25	19%
Mortgage lending application requirements	16	12%
Excessive down payment/closing costs	48	37%
Cost of utilities	43	33%
Lack of educational resources about homeowner responsibilities	16	12%
Cost of homeowners insurance	39	30%
Lack of sufficient homes for sale/housing choice	53	41%

Appendix I: Bellevue Survey Results.

Age of existing housing	30	23%
Condition of existing housing	39	30%
Inability to get a loan	10	7%
Other	11	8%
Total Responses	129	

Where would you like to rent or purchase a home?

Answer Choice	Response Count	Response Percentage
Inside the City of Bellevue Corporate Limits	60	41%
One Mile or less from Bellevue	23	15%
Rural/Unincorporated Sarpy County	26	17%
Other	36	24%
Total Responses	145	

Which one of the following housing types would you most like to purchase?

Answer Choice	Response Count	Response Percentage
Single Family	117	76%
Attached Townhouse or Duplex/Triplex Unit	6	3%
Residential Acreage	11	7%
Mobile Home	0	0%
Patio Home/Slab Home	0	0%
Tiny Home	1	0%
Upper Level/Downtown	0	0%
Apartment (rent)	8	5%
Senior Living Community	9	5%
Total Responses	152	

Appendix I: Bellevue Survey Results.

How many bedrooms would your family need?

Answer Choice	Response Count	Response Percentage
1	3	1%
2	34	22%
3	67	44%
4+	48	31%
Total Responses	152	

What is the most your family could afford for monthly rent?

Answer Choice	Response Count	Response Percentage
No Rent Payment	11	8%
Less Than \$400	5	3%
\$400-\$600	7	5%
\$601-\$800	11	8%
\$801-\$950	15	11%
\$951-\$1,100	14	10%
\$1,101-\$1,250	19	14%
\$1,251-\$1,500	20	15%
\$1,501-\$1,750	11	8%
\$1,751-\$1,999	8	6%
\$2,000+	9	6%
Total Responses	130	

Appendix I: Bellevue Survey Results.

What is the most your family could afford for a home?

Answer Choice	Response Count	Response Percentage
Less Than \$100K	20	13%
\$100K-\$200K	58	39%
\$201K-\$300K	43	29%
\$301K-\$400K	12	8%
\$401K-\$500K	7	4%
\$501K+	8	5%
Total Responses	148	

What amenities would make Bellevue a more attractive place to live or relocate?

Answer Choice	Response Count	Response Percentage
Child Care	35	20%
Education	54	31%
Retail/Shopping	102	60%
Restaurants	89	52%
Housing Choices	103	60%
Entertainment	94	55%
Leisure & Recreation Activities	119	70%
Medical Care Services	44	25%
Other	22	12%
Total Responses	170	

**TABLE 1
POPULATION TRENDS AND PROJECTIONS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

	<u>Year</u>	<u>Population</u>	<u>Total</u>		<u>Annual</u>	
			<u>Change</u>	<u>Percent</u>	<u>Change</u>	<u>Percent</u>
	2000	44,382	--	--	--	--
	2010	50,137	+5,755	+12.9%	+575.5	+1.3%
	2020	64,176	+14,039	+28.0%	+1,403.9	+2.8%
	2022	66,918	+2,742	+4.3%	+1,371	+2.1%
Low	2027	71,610	+4,692	+7.0%	+938	+1.4%
Medium	2027	73,275	+6,357	+9.5%	+1,271	+1.9%
High	2027	74,613	+7,695	+11.5%	+1,539	+2.3%
Low	2032	74,948	+8,030	+12.0%	+803	+1.2%
Medium	2032	78,963	+12,045	+18.0%	+1,204	+1.8%
High	2032	81,640	+14,722	+22.0%	+1,472	+2.2%

NOTE 1: An estimated population of 6,580 persons (2,393 households) currently reside in the Bellevue Extra-Territorial Jurisdiction, outside the Corporate Limits.

NOTE 2: An estimated 43 percent of the 2027 and 2032 population projections in Bellevue are due to anticipated annexations by City of Bellevue Leadership

Source: 2000, 2010 Census & 2020 Census “Redistricting Data”, City of Bellevue, Nebraska.
Hanna:Keelan Associates, P.C., 2022.

**TABLE 2
POPULATION AGE DISTRIBUTION
TRENDS AND PROJECTIONS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

<u>Age Group</u>	<u>2000</u>	<u>2010</u>	<u>Change</u>	<u>2020</u>	<u>2022</u>	<u>2027</u>	<u>2032</u>	<u>2022-2027 Change</u>
19 and Under	13,382	14,572	+1,190	17,288	17,497	18,976	20,170	+1,479
20-34	9,836	10,615	+779	14,870	15,142	16,467	17,615	+1,325
35-54	12,905	13,762	+857	15,435	16,342	18,175	19,809	+1,833
55-64	4,011	5,419	+1,408	7,829	8,610	9,208	9,825	+598
65-74	2,683	3,428	+745	4,874	5,096	5,602	6,112	+506
75-84	1,254	1,841	+587	2,631	2,872	3,251	3,589	+379
85+	311	500	+189	1,249	1,359	1,596	1,843	+237
Totals	44,382	50,137	+5,755	64,176	66,918	73,275	78,963	+6,357
Median Age	33.5	34.8	+1.3	34.9	35.2	35.6	36.2	+0.4

*Estimated data, subject to margin of error.
Source: 2000, 2010 Census & 2020 Census Redistricting Data.
Hanna:Keelan Associates, P.C., 2022.

**TABLE 3
SPECIFIC HOUSEHOLD CHARACTERISTICS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

<u>Year</u>	<u>Population</u>	<u>Group Quarters</u>	<u>Persons in Households</u>	<u>Households</u>	<u>Persons Per Household</u>
2000	44,382	223	44,159	16,937	2.61
2010	50,137	74	50,063	19,142	2.61
2020	64,176	511	63,665	24,765	2.57
2022	66,918	529	66,389	26,035	2.55
2027	73,275	603*	72,672	28,724	2.53
2032	78,963	686	78,277	31,436	2.49

*Includes completion of 30 skilled nursing units at Eastern Nebraska Veterans Home.
Source: 2000, 2010 Census & 2020 Census Redistricting Data.
Hanna:Keelan Associates, P.C., 2022.

**TABLE 4
TENURE BY HOUSEHOLD
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

<u>Year</u>	<u>Total Households</u>	<u>Owner</u>		<u>Renter</u>	
		<u>Number</u>	<u>Percent</u>	<u>Number</u>	<u>Percent</u>
2000	16,937	11,192	66.1%	5,745	33.9%
2010	19,142	12,779	66.7%	6,363	33.3%
2020	24,765	16,716	67.5%	8,049	32.5%
2022	26,035	17,652	67.8%	8,383	32.2%
2027	28,724	19,589	68.2%	9,135	31.8%
2032	31,436	21,565	68.6%	9,871	31.4%

Source: 2000, 2010 Census & 2020 Census Redistricting Data.
Hanna:Keelan Associates, P.C., 2022.

1	2	3	4	5	6	7+
<u>Person</u>	<u>Persons</u>	<u>Persons</u>	<u>Persons</u>	<u>Persons</u>	<u>Persons</u>	<u>Persons</u>
6,105	8,566	3,914	2,791	1,534	856	569

*Estimate subject to margin of error. Total 2020 estimated households = 24,335.
Source: 2016-2020 American Community Survey.

**TABLE 6
HOUSEHOLD INCOME BY AGE GROUP*
TRENDS AND PROJECTIONS
CITY OF BELLEVUE, NEBRASKA
2000-2027**

<u>Income Group</u>	<u>2010 Est*</u>	<u>2020 Est.*</u>	<u>2022</u>	<u>2027</u>	<u>2032</u>	<u>% Change 2022-2027</u>
<u>All Households</u>						
Less than \$10,000	883	961	1,012	1,063	1,063	+5.0%
\$10,000-\$19,999	1,409	1,434	1,469	1,501	1,501	+2.2%
\$20,000-\$34,999	3,011	2,990	2,975	2,990	2,990	+0.5%
\$35,000-\$49,999	3,080	3,048	3,036	3,050	3,166	+0.5%
\$50,000-\$74,999	4,291	4,445	4,538	4,711	4,896	+3.8%
\$75,000-\$99,999	3,115	3,931	4,366	4,782	5,128	+9.5%
\$100,000-\$149,999	2,636	4,972	5,437	5,823	6,726	+7.1%
<u>\$150,000 or More</u>	<u>918</u>	<u>2,554</u>	<u>3,202</u>	<u>4,804</u>	<u>5,966</u>	+50.0%
Totals	19,343	24,335	26,035	28,724	31,436	+10.3%
Median Income	\$70,647	\$76,761	\$78,393	\$84,129	\$86,596	+7.3%
<u>Renter Households.</u>						
Less than \$10,000	625	554	330	290	290	-12.1%
\$10,000-\$19,999	898	839	616	578	578	-6.2%
\$20,000-\$34,999	1,489	1,650	1,492	1,456	1,456	-2.4%
\$35,000-\$49,999	1,492	1,630	1,508	1,522	1,638	+0.9%
\$50,000-\$74,999	1,084	1,915	1,926	2,124	2,257	+10.3%
\$75,000-\$99,999	347	1,246	1,339	1,692	1,930	+26.4%
<u>\$100,000 or More</u>	<u>349</u>	<u>1,065</u>	<u>1,172</u>	<u>1,473</u>	<u>1,722</u>	+25.7%
Totals	6,284	8,899	8,383	9,135	9,871	+9.0%
Median Income	\$36,307	\$47,390	\$49,575	\$54,028	\$55,993	+9.0%
* Specified Data Used. 2020 Estimate subject to margin of error. Source: 2006-2010 & 2016-2010 American Community Survey. Hanna:Keelan Associates, P.C., 2022.						

**TABLE 7
PER CAPITA INCOME
SARPY COUNTY, NEBRASKA / STATE OF NEBRASKA
2010-2027**

<u>Year</u>	<u>Sarpy County</u>		<u>State of Nebraska</u>	
	<u>Per Capita Income</u>	<u>Percent Change</u>	<u>Per Capita Income</u>	<u>Percent Change</u>
2010	\$41,260	--	\$41,428	--
2011	\$45,744	+10.9%	\$45,674	+10.2%
2012	\$46,801	+2.3%	\$46,670	+2.2%
2013	\$46,842	+0.1%	\$46,653	-0.0%
2014	\$49,216	+5.1%	\$48,957	+4.9%
2015	\$50,887	+3.4%	\$50,556	+3.3%
2016	\$49,745	-2.2%	\$49,360	-2.4%
2017	\$50,658	+1.8%	\$50,204	+1.7%
2018	\$52,560	+3.8%	\$52,023	+3.6%
2019	\$54,037	+2.8%	\$53,419	+2.7%
2020	\$57,570	+6.5%	\$56,869	+6.5%
2022	\$60,465	+5.0%	\$59,960	+5.4%
2010-2022	\$41,260-\$60,465	+46.5%	\$41,428-\$59,960	+44.7%
2022-2027	\$60,465-\$66,144	+9.3%	\$59,960-\$64,274	+7.2%

Source: Bureau of Economic Analysis, 2022.
Hanna:Keelan Associates, P.C., 2022.

**TABLE 8
RACE AND HISPANIC ORIGIN
CITY OF BELLEVUE, NEBRASKA
2010 & 2020***

<u>Race</u>	<u>2010</u>		<u>2020 Est.*</u>	
	<u>Number</u>	<u>% of Total</u>	<u>Number</u>	<u>% of Total</u>
White	36,226	75.0%	51,234	80.1%
Black	2,777	5.7%	3,801	5.9%
Native American	386	0.9%	375	0.6%
Asian	1,336	2.8%	1,957	3.1%
<u>Other</u>	<u>7,559</u>	<u>15.6%</u>	<u>6,603</u>	10.3%
Totals	48,284	100.0%	63,970	100.0%
Hispanic Origin	6,696	13.8%	10,606	16.5%

*Specified Data Used. Subject to margin of error.
Source: 2010 Census & 2016-2020 American Community Survey.

TABLE 9	
PERSONS RECEIVING SOCIAL SECURITY INCOME	
SARPY COUNTY, NEBRASKA	
2020	
<u>Social Security Income-2019</u>	<u>Number of Beneficiaries</u>
<u>Retirement Benefits</u>	
Retired Workers	20,355
Wives & Husbands	870
Children	250
<u>Survivor Benefits</u>	
Widows & Widowers	1,465
Children	850
<u>Disability Benefits</u>	
Disabled Persons	2,950
Wives & Husbands	25
Children	720
Total	27,485
<u>Aged 65 & Older</u>	
Men	9,415
Women	12,210
Total	21,625
<u>Supplemental Security Income-2020</u>	<u>Number of Beneficiaries</u>
Aged 65 or Older	208
Blind and Disabled	1,408
Total	1,616
N/A=Not Available.	
Source: Department of Health and Human Services, Social Security Administration, 2022.	

**TABLE 10
ESTIMATED HOUSEHOLDS BY INCOME
COST BURDENED WITH HOUSING PROBLEMS
CITY OF BELLEVUE, NEBRASKA
2000-2032**

	2000*	2018*	2022	2027	2032
<u>Owner Inc. Rng.</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>
0%-30% AMI	1,127 / 844	705 / 530	652 / 498	579 / 426	492 / 378
31%-50% AMI	1,526 / 960	1,185 / 730	1,026 / 710	981 / 668	919 / 599
51%-80% AMI	3,574 / 1,004	1,815 / 670	1,994 / 572	2,131 / 532	2,346 / 490
81%+ AMI	10,765 / 560	8,980 / 535	13,980 / 512	15,898 / 468	17,808 / 419
Totals	16,992 / 3,368	12,685 / 2,465	17,652 / 2,292	19,260 / 2,094	20,735 / 1,886
	2000*	2018*	2022	2027	2032
<u>Renter Inc. Rng.</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>
0%-30% AMI	757 / 538	1,165 / 995	1,232 / 1,042	1,290 / 1,105	1,336 / 1,152
31%-50% AMI	864 / 621	1,545 / 1,145	1,844 / 1,189	1,975 / 1,231	2,091 / 1,276
51%-80% AMI	1,848 / 400	1,970 / 725	2,025 / 760	2,091 / 789	2,164 / 826
81%+ AMI	2,268 / 109	3,110 / 240	3,282 / 275	3,779 / 373	4,280 / 469
Totals	5,737 / 1,664	7,790 / 3,105	8,383 / 3,266	8,898 / 3,498	9,315 / 3,723

= Total Households. #CB-HP = Households with Cost Burden – Housing Problems.

*Specified Data Used.

Source: 2000 & 2014-2018 CHAS Data.

Hanna:Keelan Associates, P.C., 2022.

**TABLE 11
EMPLOYMENT DATA TRENDS AND PROJECTIONS
BELLEVUE, NEBRASKA
2010-2027**

<u>Year</u>	<u>Number of Employed Persons</u>	<u>Change</u>	<u>Percent Unemployment</u>
2010	25,151	--	4.8%
2011	25,418	+267	4.7%
2012	25,901	+483	4.2%
2013	26,285	+384	3.9%
2014	26,236	-49	3.4%
2015	26,805	+569	2.9%
2016	25,710	-1,095	3.1%
2017	25,662	-48	3.2%
2018	25,860	+198	3.2%
2019	26,278	+418	3.2%
2020	25,588	-690	4.6%
2021	26,148	+560	2.8%
2022*	26,931	+783	2.4%
2027	27,459	+528	2.4%
2010-2027	25,151-27,459	2,308	4.8%-2.4%

*Estimate as of August, 2022.

Source: Nebraska Department of Labor, Labor Market Information, 2022.

Hanna:Keelan Associates, P.C., 2022.

TABLE 12	
WORKFORCE EMPLOYMENT BY TYPE	
SARPY COUNTY, NEBRASKA	
AUGUST, 2022	
<u>Workforce</u>	
Non-Farm Employment (Wage and Salary)	77,947
Agriculture Forestry, Fishing & Hunting.	0
Mining, Quarrying and Oil/Gas Extraction.	*
Utilities.	*
Construction.	8,321
Manufacturing.	3,807
Wholesale Trade.	3,711
Retail Trade.	9,141
Transportation & Warehousing.	9,706
Information.	863
Finance & Insurance.	5,821
Real Estate & Rental/Leasing.	749
Professional, Scientific & Technical Services.	3,519
Management of Companies & Enterprises.	1,189
Administrative/Support/Waste.	2,369
Educational Services.	*
Health Care & Social Assistance.	6,579
Arts, Entertainment & Recreation.	1,169
Accommodation & Food Service.	6,136
Other Services (except Public Administration).	2,744
Federal Government.	2,966
State Government.	253
Local Government.	5,852
*Data not available because of disclosure suppression.	
Source: Nebraska Department of Labor, Labor Market Information, 2022.	

**TABLE 13
TRAVEL TIME TO WORK
BELLEVUE, NEBRASKA
2019 ESTIMATE***

9 Minutes or Less	10-19 Minutes	20-29 Minutes	30-39 Minutes	40 Minutes or More
3,469	11,780	9,358	3,901	2,543

*Subject to margin of error.
Source: 2015-2019 American Community Survey.

**TABLE 14
INFLOW/OUTFLOW JOB COUNTS (ALL JOBS)
BELLEVUE, NEBRASKA
2019**

	<u>Count</u>	<u>Share</u>
Employed in Bellevue	14,534	100.0%
Employed in Bellevue but Living Outside	11,084	76.3%
Employed and Living in Bellevue	3,450	23.7%
Living in Bellevue	26,260	100.0%
Living in Bellevue but Employed Outside	23,170	87.0%
Living and Employed in Bellevue	3,450	13.0%

*Subject to margin of error.
Source: Census Longitudinal Employment-Household Dynamics 2022.

**TABLE 15
HOUSING STOCK PROFILE / UNITS IN STRUCTURE
BELLEVUE, NEBRASKA
2010 & 2020 ESTIMATE**

<u>Year</u>	<u>Number of Units</u>				<u>Total</u>
	<u>1 Unit</u>	<u>2-9 Units</u>	<u>10+ Units</u>	<u>Other*</u>	
2010	15,519	1,838	2,702	439	20,498
2020**	19,181	2,089	3,838	478	25,586

*Includes mobile homes and trailers.

**Specified Data Used. 2010 & 2020 estimate subject to margin of error.

Source: 2006-2010 & 2016-2020 American Community Survey.

**TABLE 16
HOUSING STOCK PROFILE
DEFINING SUBSTANDARD HOUSING – HUD
BELLEVUE, NEBRASKA
2010 & 2020 ESTIMATE**

	<u>Complete Plumbing</u>			<u>Lack of Complete Plumbing</u>		<u>Units with 1.01+ Persons per Room</u>	
	<u>Totals</u>	<u>Number</u>	<u>% of Totals</u>	<u>Number</u>	<u>% of Totals</u>	<u>Number</u>	<u>% of Totals</u>
2010	19,343	19,274	99.6%	69	0.4%	433	2.2%
2020*	24,335	24,284	99.8%	51	0.2%	606	2.5%

*Specified Data Used. 2010 & 2020 estimate subject to margin of error.

Source: 2006-2010 & 2016-2020 American Community Survey.

TABLE 17 ESTIMATED HOUSING STOCK OCCUPANCY / VACANCY STATUS BELLEVUE, NEBRASKA 2022	
a) Housing Stock	26,976 (O=18,234; R=8,742)
b) Vacant Housing Stock	941
c) Occupied Housing Stock	26,035
Owner Occupied	17,652
Renter Occupied	8,383
d) Housing Vacancy Rate	3.5% (941)
Owner Vacancy	3.2% (582)
Renter Vacancy	4.1% (359)
e) Adjusted Vacancy Rate*	0.7% (188)
Adjusted Owner Vacancy*	0.6% (116)
Adjusted Renter Vacancy*	0.8% (72)
<p>* Includes only year-round units available for rent or purchase, meeting current housing code and modern amenities. Does not include units either not for sale or rent, seasonal units, or units not meeting current housing code.</p>	
<p>Source: Hanna:Keelan Associates, P.C., 2022.</p>	

Appendix II: Bellevue Table Profile.

**TABLE 18
OWNER OCCUPIED HOUSING VALUE
CITY OF BELLEVUE, NEBRASKA
2010-2027**

	Less than \$100,000	\$100,000 To \$199,999	\$200,000 To \$299,999	\$300,000 To \$399,000	\$400,000 To \$499,000	\$500,000 or More	Totals
2010*	1,991	9,584	1,415	107	61	81	13,059
Median Value	\$137,800						
2020*	1,539	8,837	3,552	1,056	217	235	15,436
Median Value	\$165,900						
2022	\$169,200						
2027	\$184,100						

*Specified Data Used. 2010 & 2020 estimate subject to margin of error.
Source: 2006-2010 & 2016-2020 American Community Survey.
Hanna:Keelan Associates, P.C., 2022.

**TABLE 19
GROSS RENT
CITY OF BELLEVUE, NEBRASKA
2010-2027**

	Less than \$500[^]	\$500 to \$599	\$600 to \$699	\$700 to \$799	\$800 to \$899	\$900 to \$999	\$1,000 or More	Totals
2010*	920	850	864	1,080	563	648	1,359	6,284
Median Rent	\$757							
2020*	943	332	497	829	989	985	4,324	8,899
Median Rent	\$1,010							
2022	\$1,045							
2027	\$1,135							

*Specified Data Used. 2010 & 2020 estimate subject to margin of error.
[^]Includes "no cash rent".
Source: 2006-2010 & 2016-2020 American Community Survey.
Hanna:Keelan Associates, P.C., 2022.

TABLE 20
HOUSING UNIT “TARGET” DEMAND
(MEDIUM POPULATION PROJECTIONS)
CITY OF BELLEVUE & EXTRA-TERRITORIAL JURISDICTION, NEBRASKA
2027/2032

	<u>Owner</u>	<u>Rental</u>	<u>Total Housing Unit “Target” Demand*</u>	<u>Est. Required Housing Unit “Target” Demand Budget (Millions)</u>
2027:	1,098 / 630	814 / -	1,912 / 630	\$529.6 / \$248.8
2032:	1,800 / 1,068	1,448 / -	3,248 / 1,068	\$986.1 / \$443.2

***Housing Unit “Target” Demand, based on:**

- Expected New Households.
- Cost-Burdened Households.
- Replacement of Occupied “Deteriorated to Dilapidated” Housing Units.
- Owner & Rental Housing Vacancy Deficiency.
- Secure Current Commuter Labor Force.
- Off-Campus Student Housing Demand.
- Off-Base Housing Demand.
- “Pent Up” Housing Demand.
- Seasonal/Vacation Housing Demand.
- **Five- & 10-Year Housing Development Capacity.**

Housing Unit Target Demand includes both new construction and Purchase-Rehab-Resale or Re-Rent (an estimated 15% to 20% of the Total Housing Demand).

****Estimated Bellevue Downtown Housing Unit Demand (2027/2032):**
82 / 150 Total Units (32 / 58 Owner, 50 / 92 Rental).

****Estimated Bellevue Workforce Housing Unit Demand (2027/2032):**
1,195 / 2,054 Total Units (636 / 1,044 Owner, 559 / 1,010 Rental).

Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 21
AREA HOUSEHOLD INCOME (AMI)
OMAHA-COUNCIL BLUFFS NE/IA METROPOLITAN STATISTICAL AREA, NEBRASKA
(INCLUDING SARPY COUNTY/CITY OF BELLEVUE)
2022

	<u>1PHH</u>	<u>2PHH</u>	<u>3PHH</u>	<u>4PHH</u>	<u>5PHH</u>	<u>6PHH</u>	<u>7PHH</u>	<u>8PHH</u>
30% AMI	\$20,000	\$22,850	\$25,700	\$28,550	\$30,850	\$33,150	\$35,450	\$37,700
50% AMI	\$33,300	\$38,050	\$42,800	\$47,550	\$51,400	\$55,200	\$59,000	\$62,800
60% AMI	\$39,960	\$45,660	\$51,360	\$57,060	\$61,680	\$66,240	\$70,800	\$75,360
80% AMI	\$53,300	\$60,900	\$68,500	\$76,100	\$82,200	\$88,300	\$94,400	\$100,500
100%AMI	\$66,600	\$76,100	\$85,600	\$95,100	\$102,800	\$110,400	\$118,000	\$125,600
125%AMI	\$83,250	\$95,125	\$107,000	\$118,875	\$128,500	\$138,000	\$147,500	\$157,000

Source: U.S. Department of Housing and Urban Development, 2022.

TABLE 22
ESTIMATED HOUSING UNIT “TARGET” DEMAND BY
AMI (MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027/2032

	<u>Income Range</u>					<u>Totals</u>
	<u>0-30%</u>	<u>31-60%</u>	<u>61-80%</u>	<u>81-125%</u>	<u>126%+</u>	
2027	<u>AMI</u>	<u>AMI</u>	<u>AMI</u>	<u>AMI</u>	<u>AMI</u>	
Owner:	22	52	74	395	555	1,098
Rental:	48	88	156	312	210	814
2032						
Owner:	42	88	142	612	916	1,800
Rental:	76	128	268	540	436	1,448

NOTE: Includes New Construction & Purchase-Rehab-Resale or Re-Rent.

Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 23
AFFORDABLE* HOUSING UNIT “TARGET” DEMAND
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027/2032

	2027		2032	
	<u>Owner</u>	<u>Rental</u>	<u>Owner</u>	<u>Rental</u>
TOTAL UNITS:	148	292	272	472
New Construction:	118	248	217	401
Purchase-Rehab-Resale/Rent:	30	44	55	71
SECTOR:				
Elderly (55+):	49	104	80	165
Family:	87	160	162	257
Special Populations:	12	28	30	50

*Affordable Housing Units = < 80% Household AMI.
 Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 24
HOUSING UNIT “TARGET” DEMAND – POPULATION SECTORS BY AMI
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027

OWNER UNITS	HOUSEHOLD AREA MEDIAN INCOME (AMI)					Totals	Workforce Sector
	0%-30%	31%-60%	61%-80%	81%-125%	126%+		
Elderly (55+)	8	14	27	114	219	382	103
Family	10	34	43	267	344	698	524
Special Populations¹	<u>4</u>	<u>4</u>	<u>4</u>	<u>6</u>	<u>0</u>	18	9
Subtotals	22	52	74	387	563	1,098	636
RENTAL							
UNITS*							
Elderly (55+)	20	30	54	98	68	270	56
Family	20	48	92	202	142	504	493
Special Populations¹	<u>8</u>	<u>10</u>	<u>10</u>	<u>12</u>	<u>0</u>	40	10
Subtotals	48	88	156	312	210	814	559
Totals	70	140	230	699	773	1,912	1,195

Note: Housing Demand includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

* Includes lease- or credit-to-own units.

¹ Any person with a special housing need due to a cognitive and/or mobility disability.

Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 25
HOUSING UNIT “TARGET” DEMAND – SPECIFIC TYPES
BY PRICE POINT (PRODUCT) RANGE BY AMI
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027

PRICE – PURCHASE COST RANGE (Area Median Income)

	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
OWNER UNITS*	\$0 to \$114,100*	\$117,800 to \$193,200*	\$197,145 to \$281,700*	\$300,100 to \$398,800	\$403,700*+		\$210,600*+
1 Bedroom	0	0	15	35	8	58	12
2 Bedroom	8	14	24	88	110	244	73
3+ Bedroom	14	38	35	264	445	796	551
Totals	22	52	74	387	563	1,098	636

PRICE – RENT COST RANGE (Area Median Income)

	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
RENTAL UNITS**	\$0 to \$468**	\$475 to \$870**	\$890 to \$940**	\$952 to \$1,470**	\$1,480**+		\$650+**
1 Bedroom	10	16	28	54	38	146	45
2 Bedroom	20	35	54	100	70	279	177
3+ Bedroom	18	37	74	158	102	389	337
Totals	48	88	156	312	210	814	559

Note: Includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

*Average Affordable Purchase Price, 3.0 PPHH, (25% Income/90% Debt Coverage, 30 years @ 6.5%), with Market Adjustment.

**Average Affordable Monthly Rent, 2.5 PPHH, (25% Income) with Market Adjustment.

Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 26
HOUSING UNIT “TARGET” DEMAND – POPULATION SECTORS BY AMI
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2032

OWNER UNITS	HOUSEHOLD AREA MEDIAN INCOME (AMI)					Totals	Workforce Sector
	0%-30%	31%-60%	61%-80%	81%-125%	126%+		
Elderly (55+)	10	22	48	180	354	614	155
Family	22	58	82	410	574	1,146	869
Special Populations¹	<u>10</u>	<u>8</u>	<u>12</u>	<u>10</u>	<u>0</u>	40	20
Subtotals	42	88	142	600	928	1,800	1,044
RENTAL							
UNITS*							
Elderly (55+)	36	47	82	168	131	464	100
Family	27	62	168	351	301	909	889
Special Populations¹	<u>13</u>	<u>19</u>	<u>18</u>	<u>21</u>	<u>4</u>	75	21
Subtotals	76	128	268	540	436	1,448	1,010
Totals	118	216	410	1,140	1,364	3,248	3,054

Note: Housing Demand includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

* Includes lease- or credit-to-own units.
¹ Any person with a special housing need due to a cognitive and/or mobility disability.
 Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 27
HOUSING UNIT “TARGET” DEMAND – SPECIFIC TYPES
BY PRICE POINT (PRODUCT) RANGE BY AMI
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2032

PRICE – PURCHASE COST RANGE (Area Median Income)							
	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
OWNER UNITS*	\$0 to \$146,000*	\$150,800 to \$247,300*	\$252,350 to \$360,600*	\$384,200 to \$510,500	\$516,700*+		\$274,100*+
1 Bedroom	0	0	22	52	12	86	21
2 Bedroom	16	25	44	126	172	383	120
<u>3+ Bedroom</u>	<u>26</u>	<u>63</u>	<u>76</u>	<u>422</u>	<u>744</u>	<u>1,331</u>	<u>903</u>
Totals	42	88	142	600	928	1,800	1,044
PRICE – RENT COST RANGE (Area Median Income)							
	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
RENTAL UNITS**	\$0 to \$600**	\$610 to \$1,075**	\$1,110 to \$1,175**	\$1,190 to \$1,835**	\$1,845**+		\$855+**
1 Bedroom	16	22	44	90	80	252	74
2 Bedroom	32	50	90	171	142	485	320
<u>3+ Bedroom</u>	<u>28</u>	<u>56</u>	<u>134</u>	<u>279</u>	<u>214</u>	<u>711</u>	<u>616</u>
Totals	76	128	268	540	436	1,448	1,010

Note: Includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

*Average Affordable Purchase Price, 3.0 PPHH, (25% Income/90% Debt Coverage, 30 years @ 6.5%), with Market Adjustment.

**Average Affordable Monthly Rent, 2.5 PPHH, (25% Income) with Market Adjustment.

Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 28 HOUSING UNIT “TARGET” DEMAND – HOUSING LAND USE PROJECTIONS/ PER HOUSING TYPE/ AGE SECTOR BELLEVUE, NEBRASKA 2027			
Age Sector	Type of Unit	#Owner / #Rental	Est. Land Requirements (Acres)^
18 to 54 Years**	Single Family Unit	554 / 58*	160
	Town Home Unit	110 / 86	32
	Duplex/Triplex Unit	40 / 120	20
	Apartment - 4+ Units***	12 / 280	24
Totals		716 / 544	236^
55+ Years	Single Family Unit	210 / 16	59
	Patio Home Unit	38 / 10	10
	Town Home Unit	86 / 32	19
	Duplex/Triplex Unit	28 / 104	16
	Apartment - 4+ Units***	20 / 108	11
Totals		382 / 270	115^
TOTAL UNITS / ACRES		1,098 / 814	351^
TOTAL UNITS / ACRES FOR NEW CONSTRUCTION, ONLY.		768 / 692	281^ / 843^ ^^
TOTAL WORKFORCE UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		508 / 425	195^ / 585^ ^^
TOTAL AFFORDABLE^^^ UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		118 / 248	53^ / 159 ^ ^^
*Includes Credit-To-Own Units. **Includes Housing for Families, Students and Persons with a Disability. ***Includes Housing in Downtown. ^Includes Public Right-of-Way. ^^Residential Land Use Plan Designation for New Construction, 3.0x Total Acres. ^^^Affordable Housing Units = <80% Household AMI.			
Source: Hanna:Keelan Associates, P.C., 2022.			

TABLE 29 HOUSING UNIT “TARGET” DEMAND – HOUSING LAND USE PROJECTIONS/ PER HOUSING TYPE/ AGE SECTOR BELLEVUE, NEBRASKA 2032			
Age Sector	Type of Unit	#Owner / #Rental	Est. Land Requirements (Acres)^
18 to 54 Years**	Single Family Unit	920 / 94*	264
	Town Home Unit	188 / 155	58
	Duplex/Triplex Unit	60 / 221	35
	Apartment - 4+ Units***	18 / 514	44
Totals		1,186 / 984	401^
55+ Years	Single Family Unit	338 / 24	95
	Patio Home Unit	62 / 18	18
	Town Home Unit	142 / 54	33
	Duplex/Triplex Unit	40 / 178	28
	Apartment - 4+ Units***	32 / 190	19
Totals		614 / 464	193^
TOTAL UNITS / ACRES		1,800 / 1,448	594^
TOTAL UNITS / ACRES FOR NEW CONSTRUCTION, ONLY.		1,520 / 1,228	475^ / 1,425^ ^^
TOTAL WORKFORCE UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		1,005 / 754	304^ / 912^ ^^
TOTAL AFFORDABLE^^^ UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		217 / 401	106^ / 318 ^ ^^
<p>*Includes Credit-To-Own Units. **Includes Housing for Families, Students and Persons with a Disability. ***Includes Housing in Downtown. ^Includes Public Right-of-Way. ^^Residential Land Use Plan Designation for New Construction, 3.0x Total Acres. ^^^Affordable Housing Units = <80% Household AMI.</p>			
Source: Hanna:Keelan Associates, P.C., 2022.			

**TABLE 30
HOUSING STRUCTURAL CONDITIONS SURVEY
BELLEVUE, NEBRASKA
2022**

	<u>Single Family</u>	<u>Multifamily</u>	<u>Totals</u>
Excellent	0	--	0
Very Good+	1	--	1
Very Good	46	--	46
Good+	238	--	238
Good	1,218	63	1,281
Average+	3,958	--	3,958
Average	12,092	427	12,519
Fair+	1,143	--	1,143
Fair	214	23	237
Poor+	17	--	17
Poor	3	3	6
Totals	18,930	516	19,446

Source: Sarpy County Assessor, 2022.

TABLE 31 TARGET REHABILITATION & DEMOLITION DEMAND & ESTIMATED COSTS BELLEVUE, NEBRASKA 2027 / 2032	
	<u># Units / Est. Costs</u>
- Moderate Rehabilitation*	285 / 470
	\$9,120,000 / \$18,100,000
- Substantial Rehabilitation*	77 / 126
	\$3,100,000 / \$6,100,000
- Demolition (Occupied/Acquisition/Replacement)	33 / 54
	\$8,910,000 / \$17,500,000
*Pending Appraisal Qualification. Source: Hanna:Keelan Associates, P.C., 2022.	

APPENDIX III

AFFORDABLE HOUSING FUNDING SOURCES/PARTNERSHIPS.

INTRODUCTION.

Appendix III of this **Bellevue AHAP** provides a discussion of **affordable housing funding sources and partnerships** for the City of Bellevue. Included is a discussion of various affordable housing development options, funding opportunities and important partnerships for the successful implementation of housing initiatives in Nebraska Communities, today. The City can consider these and other successful affordable housing models in the development of needed housing.

FUNDING SOURCE & PARTNERSHIPS.

To produce new and upgrade existing renter and owner-occupied housing in Bellevue, a public/private partnership must occur to access affordable housing programs, which will reduce the cost of development and/or long-term operations. The following information identifies various funding sources, programs and strategies available to assist in financing future housing activities in a County and the Communities. The (strategic) combination of two or more sources can assist in reducing development and/or operational costs of proposed affordable housing projects.

LOCAL FUNDING OPTIONS.

Local funding for use in housing development and improvement programs are limited to two primary sources (1) local tax base and (2) dollars secured via state and federal grant and loan programs, which are typically only available to local units of government (Village, City or County).

Local Tax Base.

Tax Increment Financing (TIF) can use added property tax revenues, created by growth and development in a specific area, to Finance improvements within the boundaries of a designated Redevelopment Area. Utilizing the Nebraska Community Development Law, each community in Nebraska has the authority to create a Community Redevelopment Authority (CRA) or Community Development Agency (CDA).

Appendix III: Affordable Housing Funding Sources/Partnerships.

A City or Village with a CRA or CDA has the authority to use TIF for commercial, industrial and residential redevelopment activities. The CRA/CDA can utilize TIF for public improvements and gain the revenue associated with these improvements. The tax increment is the difference between the taxes generated on an existing piece of property and the taxes generated after the redevelopment occurs. One hundred percent (100%) of the increment can be captured for up to 15 years, by the CRA and used for public improvements in a designated Redevelopment Area. Every Community in Nebraska is eligible to utilize TIF, after a CRA or CDA has been established and a Blight and Substandard Determination Study has been completed by the Community. TIF may be used for infrastructure improvements, public façade improvements in the Downtown and to purchase land for commercial or industrial development and for the development of workforce housing. **Additionally, “Nebraska Legislative Bill 496” allows for TIF funds to assist in funding the development of workforce housing.**

The City of Bellevue has an established CDA and associated Redevelopment Areas. The CDA has experience in utilizing TIF for a variety of community and economic development projects, including affordable housing.

Other Local Options.

Bellevue Housing Agency – Public Housing Authorities or Agencies can sponsor affordable housing programs. The Housing Agency is empowered by existing legislation to become involved in all aspects of affordable housing in the Community. The Housing Agency has access to a variety of sources of funding, as well as the ability to secure tax exempt bond financing for local based housing projects. **The Bellevue Housing Agency provides both tenant and project-based Section 8 Rental Assistance.**

Local Major Employers and/or Community Foundation Assistance – This is a common occurrence today within many cities and counties nationwide, in an effort to provide housing opportunities to low- and moderate-income persons and families. Major local employers and community foundations are becoming directly involved in housing developments and improvements. These Foundations and/or major Employers could provide the following:

- a) Direct grants;
- b) Low interest loans;
- c) Letter of Credit, for all or a percentage of loans;
- d) GAP Financing – provides financing to cover the unfunded portion of development costs, as a deferred or less than market rate loan to the development;

Appendix III: Affordable Housing Funding Sources/Partnerships.

- e) Mortgage Interest Rate Subsidy – provides buy down of a conventional loan;
- f) Purchase Bonds/Tax Credits – make a commitment to purchase either/both taxable/tax exempt bonds and/or low-income tax credits utilized to Finance housing development.

The previously described local funding options could be used separately or “pooled” together and utilized in equal proportions for the implementation of County-wide housing programs.

STATE PROGRAMS.

State programs available to assist in funding a community housing initiative include resources available from the **Department of Economic Development (NDED), Nebraska Investment Finance Authority (NIFA), Nebraska Department of Environment & Energy (NDEE) and Nebraska Department of Health and Human Services (NDHHS)**. The following describes the primary housing funding programs provided by these State agencies.

Nebraska Department of Economic Development (NDED).

The **2022 Annual Action Plan**, prepared and administered by the NDED, has the following, approximate allocations of State and Federal funds available for housing activities.

- \$25.9 Million – Community Development Block Grant
- \$7.7 Million – HOME Investment Partnership Fund
- \$683,130 – Housing Opportunities for Persons with AIDS
- \$1.0 Million – Emergency Solutions Grant Program
- \$5.9 Million – Federal Housing Trust Fund
- \$12.7 Million – Nebraska Affordable Housing Trust Fund
- \$1.2 Million – Nebraska Homeless Shelter Assistance Trust Funds

Appendix III: Affordable Housing Funding Sources/Partnerships.

NDED administers the non-entitlement **Community Development Block Grant (CDBG)** program, available to local Community and County municipalities for financing housing, planning and public works projects. All Nebraska Counties and Communities are an eligible applicant for CDBG funds. **The City of Bellevue receives an annual allocation of CDBG funds, from the Department of Housing and Urban Development, as an “entitlement community”.** The remaining Nebraska Communities are classified as non-entitlement Communities and compete annually for CDBG funds for various community and economic development programs, including housing. Nebraska Communities, with a population of 5,000+ are eligible for multi-year CDBG funding from the Comprehensive Revitalization Category of funding.

NDED also administrates **HOME Program** funds. HOME funds are available to authorized, local or regional based **Community Housing Development Organizations (CHDOs)** for affordable housing repair and/or new construction, both rental and owner. An annual allocation of HOME funds is established for CHDOs based on individual housing programs. HOME funds are also available to private developers, via a local non-profit as gap financing on affordable housing projects.

NDED is allocating **CDBG Disaster Recovery (CDBG-DR)** funds to support Nebraska’s disaster relief, long-term recovery and restoration efforts as a result of the 2019 flooding disaster. HUD has allocated \$108.9 million to the fund, which Nebraska local government will be able to apply for. NDED’s CDBG-DR webpage will be continually updated to serve as an informational resource for potential grantees.

The primary goals of the **Housing Opportunities for Persons with AIDS (HOPWA) Program** is to help provide activities that serve persons with HIV/AIDS throughout the State of Nebraska. Activities of **HOPWA** include short-term rent/mortgage assistance, permanent housing replacement and supportive services.

The **Emergency Solutions Grant Program (ESG)** resources are allocated to non-profit agencies throughout Nebraska to provide ESG-eligible homeless and at-risk of homelessness services for the Nebraska Balance of State Continuum of Care (CoC) system.

Federal Housing Trust Fund (HTF) resources are primarily used for rental development and acquisition, rental rehabilitation and operating assistance and operating reserves for extremely low income persons at or below 30% AMI. As identified within the *AP-30: Methods of Distribution and the HTF Allocation Plan*, funds are distributed to projects through the following set-asides: LIHTC 9%, Targeted Needs and Permanent Housing.

Appendix III: Affordable Housing Funding Sources/Partnerships.

Nebraska Affordable Housing Trust Fund (NAHTF) – The NAHTF is available to assist in funding affordable housing programs. The Trust Fund is administered by the NDED and is used to match with Low-Income Housing Tax Credit allocations, for new affordable rental housing, funding of non-profit operating assistance, financing distressed rental properties and the acquisition/rehabilitation of existing rental programs.

The City of Bellevue is a member of the **Metropolitan Area Planning Agency (MAPA)**, which provides local planning coordination and development activities to the Omaha/Council Bluffs Metropolitan Statistical Area. MAPA provides assistance to members on a variety of issues of regional significance, including transportation planning, strategic planning and needs assessments, grant assistance for economic development and planning efforts for environmental issues.

Middle Income Workforce Housing Investment Fund.

In 2020, the “**Middle Income Workforce Housing Investment Act**” (*Legislative Bill 866*) was adopted to supply matching grants to non-profit development entities with a background in housing development. This funding opportunity is only available to communities in Douglas, Lancaster and Sarpy Counties and must take place in a qualified Census Tract. Construction of new owner-occupied housing after-construction appraised value, or a housing rehabilitation project that exceeds 50 percent of a unit’s before-construction assessed value, must range from \$125,000 to \$275,000. The housing project must not benefit from low-income housing tax credit or state or federal subsidy programs.

Nebraska Historic Tax Credit (NHTC).

On April 16, 2014, Legislative Bill 191 was signed into law, which created the Nebraska Historic Tax Credit. This new historic tax credit will serve as a valuable incentive to allow Nebraska real property owners to offset Nebraska income, deposit or premium tax amounts equal to twenty percent of "eligible expenditures" on "improvements" made to "historically significant real property." Nebraska is now the 36th state to provide a historic tax credit at the state level, which is a tax credit that is separate and distinct from the federal historic tax credit.

The NHTC establishes a \$15,000,000 tax credit pool and the Nebraska State Historical Society (SHPO) will handle the annual allocation of the credits for the 2015 through 2022 tax years.

Appendix III: Affordable Housing Funding Sources/Partnerships.

The program encourages the preservation of the State's historic buildings for the following important outcomes:

- Incentives for redevelopment of historic properties and districts across the State.
- Private investment in historic buildings, downtowns and neighborhoods.
- New uses for underutilized and substandard buildings.
- Jobs and economic development in Nebraska communities, both rural and urban.
- Creation of housing units.
- Revitalized communities through preservation of historically significant buildings and districts.
- More heritage tourism in communities.

Basic provisions of the NHTC:

- Twenty percent (20%) Nebraska tax credit for eligible expenditures made to rehabilitate, restore or preserve historic buildings.
- Maximum of \$1 million in credits for a project, a dollar-for-dollar reduction in state tax liability.
- Tax credits can be transferred with limitations.
- Rehabilitation work must meet generally accepted preservation standards.
- Detached, single-family residences do not qualify.

To qualify, a historic property must be:

- Listed individually in the National Register of Historic Places or
- Located within a district listed in the National Register of Historic Places or
- Listed individually under a certified local preservation ordinance or
- Located within a historic district designated under a certified local preservation ordinance.

The minimum project investment must equal or exceed:

- The greater of \$25,000 or 25% of the property's assessed value (for properties in Omaha and Lincoln).
\$25,000 (for properties located elsewhere).

Appendix III: Affordable Housing Funding Sources/Partnerships.

Nebraska Investment Finance Authority (NIFA).

NIFA is a major provider of funding for affordable housing development in Nebraska. The primary program is the **Section 42 Low Income Housing Tax Credits (LIHTC)** utilized to help finance both new construction and rehabilitation of existing rental projects. **LB 884-State Low-Income Housing Tax Credit** is another source of funding for affordable housing administered by NIFA in a process similar to that of the LIHTC process.

A popular LIHTC Program is the CROWN (Credit-to-Own). CROWN is a lease-to-own housing program developed to bring home ownership within reach of very low-income households while assisting local governments in revitalizing their neighborhoods. The objectives of the program are to:

1. Construct housing that is decent, safe and permanently affordable for low income residents;
2. Develop strong public/private partnerships to solve housing problems;
3. Offer renters a real plan to own a home; and
4. Restore unused, vacant, in-fill lots to become a neighborhood asset.

CROWN utilizes the LIHTC program as one financing tool. Other sources of financing may be HOME funds, NAHTF, Federal Home Loan Bank funding, local government grants and loans and traditional development financing sources. **CRANE** (Collaborative Resources Alliance for Nebraska) is a LIHTC set-a-side program for targeted resources, for community development and housing programs. NIFA also provides the Single Family Mortgage Program – This program provides a less than current market interest rate for First-time Homebuyers in Nebraska. Local lender participation is encouraged in this Program.

Community Housing Development Corporation (CHDO)/Community Action Partnership/Economic Development District.

The Community Action Partnership serving a particular Community or County can provide housing and weatherization programs in a specified service area. A Community Action Partnership (CAP) also provides community social services, emergency services, family development and nutrition programs. Nebraska Communities and Counties should work with their CAP to provide safe, accessible, affordable housing to its residents.

Appendix III: Affordable Housing Funding Sources/Partnerships.

Eastern Nebraska Community Action Partnership (ENCAP) serves Bellevue as a CHDO. The Nebraska Housing Developers Association is a State-wide organization providing important housing capacity building and support for local housing development corporations. Community, Economic and Housing Development Grant administration is provided by both ENCAP and MAPA.

Blueprint Nebraska.

A collaboration of State-wide business, industry and civic leaders, released a 2019 ‘**Blueprint Nebraska**’ report to propel sustained economic prosperity for all Nebraskans. The Blueprint includes the creation of a Nebraska Housing Partnership, with five “Concurrent Tracks to Build Nebraska.” These five tracks include:

1. Developing Model Codes/Practices for building/zoning administration, taxation, infrastructure development, etc.;
2. Reviewing and Revising State-Administered Program;
3. Establishing a Housing Health Index, to measure the housing stock in each community, for example;
4. Reviewing/Revising Regional and Local Programs; and
5. Formalizing curriculum for community leaders to elevate the Housing Intelligence of a community.

Nebraska Strategic Housing Framework.

In partnership with the Nebraska Department of Economic Development, the Nebraska Investment Finance Authority is completing a **Nebraska Strategic Housing Framework** report, addressing the State-wide affordable housing needs. The report is due for completion in December, 2022. The report identifies the need for 35,000 affordable housing units. The report is also driven by four “Pillars” to address affordable housing development goals and strategies:

- Pillar 1) Financial Support & Incentives for Development.
- Pillar 2) Education & Policy.
- Pillar 3) Special Populations & Safety Net.
- Pillar 4) Workforce & Community Capacity.

Appendix III: Affordable Housing Funding Sources/Partnerships.

Nebraska Department of Environment and Energy.

Low-Income Weatherization Assistance Program – This Federally funded program assists people with low-incomes by making energy improvements to their homes. The program is a State-wide effort carried out primarily by Nebraska Community Action Partnerships.

The weatherization program concentrates on energy improvements which have the greatest impact on making recipient’s homes more energy efficient, thereby lowering their energy consumption. Eligible weatherization measures include caulking, weather stripping, ceiling, wall and floor insulation and furnace repair.

Nebraska Department of Health and Human Services (NDHHS).

NDHHS administers the **Nebraska Homeless Shelter Assistance Trust Fund** and **Emergency Shelter Grant** to assist local or regional based groups in the provision of housing improvements for homeless and “at risk of homeless” persons and families.

Nebraska Realtors Association’s Homebuyer’s Assistance Foundation.

The **Home Buyer’s Assistance Foundation** is a nonprofit organization dedicated to supporting first-time homebuyers in Nebraska, with an emphasis on low and moderate income individuals and communities. The Foundation also works to offer housing relief in times of natural disaster. Following the 2019 flooding disaster, the Foundation, in partnership with the National Association of Realtors, assisted families and individuals with mortgage payments and rental costs due to home displacement in Nebraska up to \$1,000.

Nebraska Disaster Behavioral Health Project.

The goal of the Disaster Behavioral Health Project is to develop human infrastructure in Nebraska to effectively mitigate or respond to the psycho-social consequences of terrorism and disaster. The project aims to enhance state level capacity for a coordinated response to mental health and substance abuse service needs in the event of an emergency or disaster. Behavioral health training and educational opportunities are available to local emergency managers, volunteers and community leaders via conferences, webinars and online training materials.

Appendix III: Affordable Housing Funding Sources/Partnerships.

Nebraska Department of Veterans' Affairs – Nebraska Veterans Aid (NVA).

Nebraska Veterans Aid (NVA) was established in 1921 to assist veterans and their dependents who experience a financial hardship, including those related to natural disasters. Following the 2019 flooding disaster, qualifying individuals were eligible to receive assistance with food, clothing, emergency housing and other eligible flood-related expenses.

Housing.ne.gov – Housing Listing and Locator Service Partnership.

Housing.NE.gov is a service created via collaboration and partnership between Assistive Technology Partnership (ATP), NDED, NIFA, NDHHS, Nebraska Rentwise, Region V Systems, HUD, USDA-RD, the Nebraska Chapter of the National Association of Housing and Redevelopment Officials (NAHRO), Omaha and Lincoln Housing Authorities and the Hotline for Disability Services, which allows Nebraskans to locate available housing that best fits their needs either through the website or via a toll-free number. Individuals can easily search for housing utilizing different criteria and access helpful websites. Tools for renters include an affordability calculator, a rental checklist and renter rights and responsibilities information.

Property owners and managers, including Housing Authorities, can use this service to manage their property listing free of charge. The organizing agencies involved in this partnership are encouraging all owners and onsite managers of rental housing to register and begin listing their properties on www.Housing.NE.Gov.

REGIONAL FUNDING.

Federal Home Loan Bank.

Affordable Housing Program – This program makes low-interest loans to Finance home ownership for families with incomes at or below 80 percent of the median income for the area. The program can also Finance the purchase, construction or rehabilitation of rental housing in which 20 percent of the units are occupied by and affordable to very low-income households. These funds are available through the Federal Home Loan Bank member institutions in Nebraska and are loaned on a competitive basis, with semi-annual application dates. This program can be combined with other programs (i.e., State CDBG, Low-Income Housing Tax Credit, etc.) to absorb the development subsidy requirements for both rental and owner occupied housing projects.

Appendix III: Affordable Housing Funding Sources/Partnerships.

Midwest Housing Equity Group (MHEG).

MHEG was created in 1993 to secure equity capital to invest into affordable rental housing throughout Nebraska, Kansas, Iowa and Oklahoma. MHEG is a privately-owned non-profit corporation with a nine-member board of Directors and receives no federal or state dollars. MHEG's income is derived from its ability to obtain equity capital and investing into affordable housing properties.

MHEG also provides equity financing for the federal low income housing tax credit program, as defined in Section 42 of the Internal Revenue Code. In addition to tax credit syndication, MHEG staff provides technical assistance to developers, owners and management companies on the development and management of tax credit properties.

Midwest Housing Development Fund (MHDF).

Founded in 2000, MHDF is a non-profit community development financial institution whose main goal is to provide “nontraditional financing needs” for affordable rental housing development, redevelopment and rehabilitation. As per the MHDF website, “The primary financing product of MHDF is predevelopment loans that are provided to borrowers prior to them having access to traditional construction and permanent financing.” Types of loans available through MHDF include predevelopment, construction, gap financing, land/infrastructure and permanent (post construction) loans.

FEDERAL FUNDING.

A primary provider of Federal funding to Nebraska Communities and Counties for housing development, both new construction and rehabilitation, is the **Department of Housing and Urban Development (HUD)**. Housing programs provided by HUD are available for both profit and non-profit developers. Funds from these programs are commonly mixed or pooled with other public funding sources, as well as conventional financing.

U.S. Department of Housing & Urban Development.

- **Section 8 Moderate Rehabilitation SRO's** – Available to Public Housing Authorities to provide rental assistance for homeless individuals in rehabilitated single-room occupancy housing.
- **Shelter Plus Care** – Provides rental assistance and supportive services on a long-term basis for homeless individuals with disabilities.

Appendix III: Affordable Housing Funding Sources/Partnerships.

- **Mortgage Insurance** – The HUD 221(d)(4) provides up to 100 percent mortgage insurance for non-profit developers and 90 percent mortgage insurance coverage for profit and non-profit developers 221(d)(4). Permanent financing can be provided via the public funds (i.e., CDBG, HOME) and/or conventional financing.
- **HUD 203(b)** provides mortgage insurance for a person to purchase or refinance a principal residence. The mortgage loan is funded by a lending institution, such as a mortgage company, bank or savings and loan association and the mortgage is insured by HUD.
- **Section 203(k) Rehab Mortgage Insurance** enables homebuyers and homeowners to finance both the purchase or refinancing of a house and the cost of its rehabilitation through a single mortgage or to finance the rehabilitation of their existing home.
- **Section 811 Supportive Housing for Persons with Disabilities Program** – Through the Section 811 program, HUD provides funding to develop and subsidize rental housing with the availability of supportive services for very low- and extremely low-income adults with disabilities.
- **Section 202 Multifamily Health Care Program** – Helps expand the supply of affordable housing with supportive services for the elderly. It provides very low-income elderly with options that allow them to live independently but in an environment that provides support activities such as cleaning, cooking, transportation, etc.
- **Single Family Homeownership/Housing Counseling Agencies** – HUD provides free assistance through local housing counseling agencies where consumers can access information and counseling in regards to buying a home, refinancing a mortgage, saving a home from foreclosure and more.

U.S.D.A. Rural Development (RD).

- a) **Section 515 Program** – Provides a direct interest subsidized loan for the development of family and elderly housing, including congregate and rental housing for persons with a disability. **A Section 538 mortgage insurance program is also available**
- b) **Section 502 Program** – Provides either a mortgage guarantee or direct loan for single family homeownerships for low- and moderate-income persons/families, including persons with a disability. **Section 504 Program** – Provides for the rehabilitation of homes.

Appendix III: Affordable Housing Funding Sources/Partnerships.

- c) **Community Facilities Program** – Provides a direct, interest subsidized loan for a variety of projects specific, community facility improvement programs including new construction or housing rehabilitation for “**special populations.**”
- d) **Preservation Program** – Administered by qualified local and regional organizations/agencies to assist in housing rehabilitation programs in Nebraska Communities. This could include a local based, planned program of home modification **income eligible to low/moderate-income persons and families.**
- e) **Business & Industry Program** – The RD Business and Industry Program allows for loan mortgage guarantee for commercial projects, including retirement/assisted care housing.

Federal Emergency Management Agency (FEMA).

The State of Nebraska is part of FEMA’s “Region VII” coverage area, which also includes the States of Iowa, Kansas and Missouri. FEMA Region VII works with local, State and Tribal emergency management officials and private sector entities to respond to natural disasters and protect human life and property from any and all natural disasters and hazards. After a federal disaster declaration is made, information is delivered via website to those in the affected area. Region VII consists of five divisions:

- a) **Response** – Established at a regional “watch center,” awareness and analysis and the coordination and implementation of federal responses to major disaster areas is key. Preparation of an Incident Management Assistance Team to plan necessary operations and logistics to a disaster area ensures prompt response to help those in need.
- b) **Recovery** – Provides federal assistance to individuals, households and public facilities located within a declared disaster area.
- c) **Mitigation** – Reduces property loss due to flooding via outreach provision, including affordable flood insurance and other programs that encourage safe community development and reduction of loss of life and property due to natural disaster.
- d) **National Preparedness** – Coordinates and develops tools necessary to prepare for hazards and natural disasters among all levels of government, as well as private non-governmental agencies and Communities.

Appendix III: Affordable Housing Funding Sources/Partnerships.

- e) **Mission Support** – Ensures functional efficiency among critical business operations, including functions with key partners and customer service to persons and families affected by natural disaster.
- f) **Grants** – Oversees that disaster and non-disaster grants are in compliance with public law.

Federal Covid-19 Supplemental Appropriations-CARES Act.

The State of Nebraska received approximately \$10.8 Billion of assistance for combatting economic distressed caused by the Coronavirus Pandemic. In June, 2020, a plan for the expenditure of these funds was announced, including the following:

- Community CARES program administered through the Department of Health and Human Services to provide food security, housing and behavioral health care: \$85 million.
- Reimbursements to state and local government for coronavirus-related expenses: \$180 million.
- Agriculture & businesses: \$392 million.
- Small business stabilization: \$230 million.
- Livestock producers stabilization: \$100 million.
- Rural broadband remote access grant program: \$40 million.
- Workforce retraining initiative: \$16 million.
- Admin support to all business programs: \$5 million.
- Gallup business stabilization and growth training: \$1 million.
- Unemployment Trust Fund and potential General Fund Budget Flexibility: \$427 million.

In February, 2021, the State of Nebraska approved \$200 Million to support the State’s “Emergency Rental Assistance Program.” Eligible renter households of specified incomes will be those that are unable to pay past due or future rent and utilities as a result of the COVID-19 Pandemic. Funds will be paid to landlords on behalf of the tenants. Currently, \$158 Million is available to assist Nebraska low-income households. Current funding was available through September, 2022, with another round currently being determined.

As of October, 2022, a total of \$9.2 Million in award funding was dispersed throughout Sarpy County, benefitting a total of 4,130 recipients.

Appendix III: Affordable Housing Funding Sources/Partnerships.

American Rescue Plan Act (ARPA).

The State of Nebraska has appropriated \$111.2 Million for use by non-entitlement units of government to be used in a variety of methods as a means of combatting fiscal losses relating to the COVID-19 Pandemic. Local governments can utilize ARPA funds to replace lost public sector revenue in water, sewer and broadband infrastructure, which could ultimately support new housing development. Applications for grant funding are available on the State of Nebraska website.

Other Federal Funding.

Other funding products that may serve to be useful in the development of affordable housing include the HUD Rural Housing and Economic Development Fund, the Native American Housing and Self-Determination Act and CDBG funds and the (Historic) Rehabilitation Tax Credit, available via the Historic Preservation Act.

“EXECUTIVE SUMMARY”

BELLEVUE, NEBRASKA

AFFORDABLE HOUSING ACTION PLAN – 2027/2032.

DECEMBER, 2022



BELLEVUE, NEBRASKA

AFFORDABLE HOUSING ACTION PLAN – 2027/2032.

CITY ADMINISTRATOR

Jim Ristow

MAYOR

Rusty Hike

PLANNING MANAGER

Tammi Palm

BELLEVUE CITY COUNCIL

Thomas Burns

Rich Casey

Paul Cook

Kathy Welch

Don Preister

Jerry McCaw

AFFORDABLE HOUSING STEERING COMMITTEE

Tammi Palm

Angela Curry

Carolyn Pospisil

Doug Christensen

Bradley Elkjer

Rich Casey

Brian Kucks

Scott Hankins

Mark Westergard

Steve Kucirek

Mary Hawkins

Jim Hawkins

Leslie Miller

Piper Symington

Tanya Gifford

The **Bellevue, Nebraska Affordable Housing Action Plan (AHAP)** was prepared in partnership with the **City of Bellevue, Nebraska**, as well as both **public and private entities in Bellevue**. The **Housing Study** was completed with the guidance and direction of the **AHAP Steering Committee** and follows the requirements set forth in *Nebraska Legislative Bill 866*.

HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH

COMPREHENSIVE PLANS & ZONING * HOUSING STUDIES *
DOWNTOWN, NEIGHBORHOOD & REDEVELOPMENT PLANNING *
CONSULTANTS FOR AFFORDABLE HOUSING DEVELOPMENTS*

Lincoln, Nebraska 402.464.5383 *

* Becky Hanna, Tim Keelan, Keith Carl, Elvira Batelaan *

**TABLE 1
POPULATION TRENDS AND PROJECTIONS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

	<u>Year</u>	<u>Population</u>	<u>Total</u>		<u>Annual</u>	
			<u>Change</u>	<u>Percent</u>	<u>Change</u>	<u>Percent</u>
	2000	44,382	--	--	--	--
	2010	50,137	+5,755	+12.9%	+575.5	+1.3%
	2020	64,176	+14,039	+28.0%	+1,403.9	+2.8%
	2022	66,918	+2,742	+4.3%	+1,371	+2.1%
Low	2027	71,610	+4,692	+7.0%	+938	+1.4%
Medium	2027	73,275	+6,357	+9.5%	+1,271	+1.9%
High	2027	74,613	+7,695	+11.5%	+1,539	+2.3%
Low	2032	74,948	+8,030	+12.0%	+803	+1.2%
Medium	2032	78,963	+12,045	+18.0%	+1,204	+1.8%
High	2032	81,640	+14,722	+22.0%	+1,472	+2.2%

NOTE 1: An estimated population of 6,580 persons (2,393 households) currently reside in the Bellevue Extra-Territorial Jurisdiction, outside the Corporate Limits.

NOTE 2: An estimated 43 percent of the 2027 and 2032 population projections in Bellevue are due to anticipated annexations by City of Bellevue Leadership

Source: 2000, 2010 Census & 2020 Census “Redistricting Data”, City of Bellevue, Nebraska.
Hanna:Keelan Associates, P.C., 2022.

**TABLE 2
HOUSING UNIT “TARGET” DEMAND
(MEDIUM POPULATION PROJECTIONS)
CITY OF BELLEVUE & EXTRA-TERRITORIAL JURISDICTION, NEBRASKA
2027/2032**

	<u>Owner</u>	<u>Rental</u>	<u>Total Housing Unit “Target” Demand*</u>	<u>Est. Required Housing Unit “Target” Demand Budget (Millions)</u>
2027:	1,098 / 630	814 / -	1,912 / 630	\$529.6 / \$248.8
2032:	1,800 / 1,068	1,448 / -	3,248 / 1,068	\$986.1 / \$443.2

***Housing Unit “Target” Demand, based on:**

- Expected New Households.
- Cost-Burdened Households.
- Replacement of Occupied “Deteriorated to Dilapidated” Housing Units.
- Owner & Rental Housing Vacancy Deficiency.
- Secure Current Commuter Labor Force.
- Off-Campus Student Housing Demand.
- Off-Base Housing Demand.
- “Pent Up” Housing Demand.
- Seasonal/Vacation Housing Demand.
- **Five- & 10-Year Housing Development Capacity.**

Housing Unit Target Demand includes both new construction and Purchase-Rehab-Resale or Re-Rent (an estimated 15% to 20% of the Total Housing Demand).

****Estimated Bellevue Downtown Housing Unit Demand (2027/2032):
82 / 150 Total Units (32 / 58 Owner, 50 / 92 Rental).**

****Estimated Bellevue Workforce Housing Unit Demand (2027/2032):
1,195 / 2,054 Total Units (636 / 1,044 Owner, 559 / 1,010 Rental).**

Source: Hanna:Keelan Associates, P.C., 2022.

**TABLE 3
 AREA HOUSEHOLD INCOME (AMI)
 OMAHA-COUNCIL BLUFFS NE/IA METROPOLITAN STATISTICAL AREA, NEBRASKA
 (INCLUDING SARPY COUNTY/CITY OF BELLEVUE)
 2022**

	<u>1PHH</u>	<u>2PHH</u>	<u>3PHH</u>	<u>4PHH</u>	<u>5PHH</u>	<u>6PHH</u>	<u>7PHH</u>	<u>8PHH</u>
30% AMI	\$20,000	\$22,850	\$25,700	\$28,550	\$30,850	\$33,150	\$35,450	\$37,700
50% AMI	\$33,300	\$38,050	\$42,800	\$47,550	\$51,400	\$55,200	\$59,000	\$62,800
60% AMI	\$39,960	\$45,660	\$51,360	\$57,060	\$61,680	\$66,240	\$70,800	\$75,360
80% AMI	\$53,300	\$60,900	\$68,500	\$76,100	\$82,200	\$88,300	\$94,400	\$100,500
100%AMI	\$66,600	\$76,100	\$85,600	\$95,100	\$102,800	\$110,400	\$118,000	\$125,600
125%AMI	\$83,250	\$95,125	\$107,000	\$118,875	\$128,500	\$138,000	\$147,500	\$157,000

Source: U.S. Department of Housing and Urban Development, 2022.

TABLE 4
AFFORDABLE* HOUSING UNIT “TARGET” DEMAND
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027/2032

	2027		2032	
	<u>Owner</u>	<u>Rental</u>	<u>Owner</u>	<u>Rental</u>
TOTAL UNITS:	148	292	272	472
New Construction:	118	248	217	401
Purchase-Rehab-Resale/Rent:	30	44	55	71
SECTOR:				
Elderly (55+):	49	104	80	165
Family:	87	160	162	257
Special Populations:	12	28	30	50

*Affordable Housing Units = < 80% Household AMI.
 Source: Hanna:Keelan Associates, P.C., 2022.

FIVE-YEAR AFFORDABLE HOUSING ACTION PLAN.

The greatest challenge for Bellevue, during the next **five years, or by 2027**, will be to develop housing units for low- to moderate-income families, the elderly and special population households, with attention given to workforce households. **The Programs listed have a specific focus on persons/families with incomes at or below 80 percent of Area Median Income.** The successful implementation of the “**Five-Year Affordable Housing Action Plan**” will involve a **five-step implementation process** including the following:

- 1) Coordination of Bellevue/Sarpy County Housing Stakeholders, to create appropriate **Housing Development Partnerships**, per specific affordable housing activities;
- 2) Secure a professional “**Affordable Housing Development Specialist**” to plan and implement affordable housing projects in Bellevue;
- 3) Secure affordable **housing developers and contractors to work as a team** with Housing Development Partnerships and the Housing Development Specialist in selecting, prioritizing and producing appropriate affordable housing projects in Bellevue;
- 4) Secure both public and **private donations for funding affordable housing projects**; and
- 5) Implementation of **affordable housing activities** via property acquisition, infrastructure installation and project construction.

The planning and implementation of affordable housing programs for persons/families of 0 to 80 percent AMI could be combined with other both owner and rental housing demand, in the City of Bellevue, at 81 percent+ AMI, as identified in this Plan, in an effort to create mixed use income housing programs while maintaining development cost efficiency.

ORGANIZATIONAL/OPERATIONAL PROGRAMS.

1. Land Bank Program.

Purpose:

The City of Bellevue, in partnership with **local Housing Stakeholders**, create a non-governmental, non-profit (501c) organization, or utilize an existing area Foundation to establish a **Land Bank Program** for the purpose of securing land and distressed properties for both future affordable housing development and redevelopment activities throughout **Bellevue**.

Estimated Cost (annual operational): \$750,000.

2. Maintain Local Housing Investment Funding Programs.

Purpose:

The City of Bellevue, with assistance from the **Housing Foundation for Sarpy County, Bellevue Community Foundation** and other **local housing and economic development stakeholders in the Community**, create a “pool” or “bank” of funds to invest in needed gap financing for local affordable housing development and rehabilitation activities. This is coupled with encouraging the involvement of **major employers and local/regional housing developers** with assisting employees in obtaining affordable housing through first-time homebuyer and down payment assistance programs as well as financial support to local developers constructing workforce housing.

Estimated Cost (annual fund drive): \$1,200,000.

3. Establish an Area-Wide Housing Disaster/Pandemic Recovery Program.

Purpose:

The City of Bellevue, with the assistance of **Sarpy County Emergency Management Agency** and **Local Housing Stakeholders**, create a locally-funded program designed to assist persons and families living in housing affected by natural disaster and/or COVID-19. In combination with State and Federal disaster grant programs, funding for this **Program** should include funding via local foundations, financial lending institutions and private donations.

Estimated Cost (annual): \$450,000.

AFFORDABLE HOUSING REHABILITATION/PRESERVATION PROGRAMS.

4. Owner/Rental Housing Rehabilitation/Preservation Program.

Purpose:

The City of Bellevue, with the assistance of **Local Housing Contractors** and **Housing Stakeholders**, as well as personal investment among housing property owners/developers, should set a 2027 goal of **125 to 140 housing units** to receive moderate rehabilitation and **75 to 90 housing units** to receive substantial rehabilitation. Identify Community block areas with excessive deterioration and dilapidation of housing units, especially areas where Tax Increment Financing can supplement a project. This could also include utilizing a Purchase-Rehab-Resale and/or Re-Rent Program providing housing for low- to moderate-income family households (0% to 80% AMI).

Estimated Moderate Rehabilitation Cost: \$29,000 to \$42,000 per unit.
Estimated Substantial Rehabilitation Cost: \$47,000 to \$55,000 per unit.
Estimated Cost Subsidy: 40% to 80% per unit.

5. Owner/Rental Housing Demolition/Replacement Program.

Purpose:

The City of Bellevue and **Local Housing Stakeholders**, with the assistance of **Local Housing Contractors** and personal investment among housing property owners/developers, should set a 2027 goal of **30 housing units**, to be purchased/donated, demolished and replaced with new, innovative affordable housing types, for families/elderly.

Estimated Purchase/Demolition/Construction Cost: \$265,000-\$332,000 per unit.
Estimated Cost Subsidy: 45% to 60% per unit.

AFFORDABLE HOUSING FOR ELDERLY/SENIOR POPULATIONS.

6. Affordable Elderly (55+ Years) Rental Housing Program.

Purpose:

Develop **one- or two-bedroom independent living senior duplex/triplex, townhome, “garden home” or apartment units, standard amenities and the potential for maintenance-free living options**, to meet the affordable rental housing needs of low- to moderate income elderly households (0% to 80% AMI). This **Program** would include **up to 104 units** and should feature a variety of living options and on-site amenities. The Program could involve assistance from the **Bellevue Housing Agency, Housing Foundation for Sarpy County, local specialized senior housing providers and housing developers**.

Total Estimated Cost: \$17,500,000.

Estimated Cost Subsidy: 60% or \$10,500,000.

7. Elderly (55+ Years) Owner Housing Program.

Purpose:

Develop up to **50 two+bedroom owner units**, scattered site or in a designated residential subdivision/retirement community, with standard amenities, to meet the housing needs of low- to moderate income elderly households (31% to 80% AMI). This could be coupled with a Purchase-Rehab-Resale or Re-Rent Housing Program and/or an Infill Housing Development Program. The **Program** could involve assistance from the **Bellevue Housing Agency, Housing Foundation for Sarpy County and local contractors/builders**.

Total Estimated Cost: \$15,950,000.

Estimated Cost Subsidy: 40% or \$6,380,000.

AFFORDABLE HOUSING FOR FAMILIES & SPECIAL NEEDS POPULATIONS.

8. General Affordable & Workforce Rental Housing Program.

Purpose:

Develop up to **160 one-, two- or three-bedroom affordable housing units, including single-room-occupancy rental units, duplex/triplex, townhome or general rental apartment units**, Community-wide, with standard amenities, to meet the rental housing needs of families and individuals (0% to 80% AMI). **Program** should be combined with a **Workforce Employer Housing Assistance Program**. **Partnerships with local major employers, Bellevue Housing Agency, Housing Foundation for Sarpy County and local housing developers/contractors are recommended. Potential tenants could also include off-campus housing for students of Bellevue University and off-base housing for military personnel of Offutt Air Force Base.**

Estimated Cost: \$29,600,000.

Estimated Cost Subsidy: 60% or \$17,760,000.

9. Affordable Homeownership Program.

Purpose:

Develop up to **80 two+-bedroom owner affordable housing units**, Community-wide on scattered sites or in a residential subdivision, with standard amenities, to meet the housing needs of low- to moderate income family households (0% to 80% AMI). **Program** should be combined with a **Workforce Employer Housing Assistance Program**, a **Purchase-Rehab-Resale or Re-Rent Housing Program** and/or an **Infill Housing Development Program**. **Partnerships with Bellevue Housing Agency, Housing Foundation for Sarpy County and local housing developers/contractors are recommended.**

Estimated Cost: \$25,800,000.

Estimated Cost Subsidy: 40% or \$10,320,000.

10. Special Needs Population Affordable Housing Program.

Purpose:

Plan and implement an **Affordable Housing Program** of up to **40 units** of owner and rental housing for **Bellevue** residents with special needs and with very-low to low-income households (0% to 80% AMI). This includes handicap accessible housing, both new construction and existing housing rehabilitation, and appropriate group home housing for persons with a cognitive and/or physical disability. **Partnerships with the Bellevue Housing Agency, Housing Foundation for Sarpy County, Lift Up Sarpy County, United Way of the Midlands, local non-profit organizations and local contractors/builders are recommended.**

Estimated Cost: \$10,200,000.
Estimated Cost Subsidy: 70% or \$7,140,000.

11. Homeless and Near-Homeless Housing Program.

Purpose:

Plan and implement a **Program** of up to **24 units** of rental housing for **Bellevue** residents experiencing homelessness and near-homelessness, including transitional and/or overnight/temporary emergency shelter and group home housing for very-low income and impoverished households. **Partnerships with the Bellevue Housing Agency, Housing Foundation for Sarpy County, Lift Up Sarpy County, United Way of the Midlands, local non-profit organizations and local contractors/builders are recommended.**

Estimated Cost: \$3,900,000.
Estimated Cost Subsidy: 90% or \$3,510,000.



*8a.
12/20/2022

City of Bellevue
Office of the Mayor
1500 Wall Street ▪ Bellevue, Nebraska 68005 ▪ (402) 293-3022

MEMORANDUM

TO: Council President Paul Cook and City Council Members

FROM: Mayor Rusty Hike

DATE: December 8th, 2022

SUBJECT: Appointment to the Board of Adjustment & Design Review Board

Please consider the following for appointment to the Board of Adjustment as an Alternate.

Randall Lasenburg
2607 Kelly Drive
Bellevue, NE 68005

He will serve a (3) three-year term ending February 2025.

Also, please consider Councilman Kathy Welch for reappointment to the Design Review Board.

Kathy Welch
2009 Fairview Rd
Bellevue, NE 68005

She will serve a (3) three-year term ending August 2025.

Randall L. Lasenburg

2607 Kelly Dr
Bellevue, NE 68123

(402) 990-9588

rlasenburg@gmail.com

Experience:

Manager of Supplier Diversity, Omaha, NE

Union Pacific Railroad, Supply Procurement and Performance

April 2021 - Present

- Ensure opportunity, inclusion, and success within the community as well as Union Pacific Railroad
- Advocate for new diverse suppliers to be utilized within the Union Pacific portfolio of suppliers
- Responsible for driving annual double digit spend growth with diverse suppliers (e.g. Women Owned Business, Minority Owned Businesses, LGBTQ Businesses, Etc.)
- Increased YOY spend with diverse suppliers to \$523M (23% increase YOY)
- Analyze and determine strategic growth areas for Union Pacific to increase diverse spend
- Internal Liaison between purchasing groups and new identified and vetted suppliers that I locate
- Main contact with external Chamber Commerce, Minority Councils, and Omaha REACH Program

Logistics Manager - Plastics, Omaha, NE

Union Pacific Railroad, Industrial Team

October 2020 – April 2021

- Coordinated logistics for key plastics customers (Exxon, Lyondell and DOW) which totals roughly \$750M in annual revenue
- Managed Storage In Transit (SIT) for plastics network in the Gulf Coast Region
- Strategic focus on SIT capacity allocations across the network
- Worked cross functionally with Operations, Network Planning and Commercial Team for logistics solutions for key plastics producers
- Long range SIT forecasting for resource allocation

Manager Sales, Omaha, NE

Union Pacific Railroad, Energy Team

April 2018 – October 2020

- Managed a customer base of \$200M in annual revenue of customers who utilize all origin/destination points on the network
- Coordinated and developed new transportation plans and service offerings for customers
- Negotiated and implement new customer agreements (new contracts and renewals)
- Created market strategies to enter new markets for Union Pacific, while educating customers and public, regarding potential community impact.
- Managed allocated budgets for corporate travel and customer events to build and maintain customer relationships
- Led customer meetings to discuss strategies, service reviews, and market intelligence to help improve or enhance existing Service; review customer satisfaction
- Organized and implemented projects assigned by senior leadership teams

Manager of Customer Care, Omaha, NE

Union Pacific Railroad, Customer Service Center

April 2016– April 2018

- Managed operational issues such as train plans and compliance across the Union Pacific Railroad's approximately 30k miles of track for customers that generated \$600M in annual revenue
- Identified customer-specific data integrity opportunities to improve customer experience
- Worked cross functionally to find resolution
- Managed and tracked processes to increase customer satisfaction, i.e pre and post-customer satisfaction survey analysis and tracked feedback on roll out of new tools and processes
- Designed and piloted new UP Customer Service tools for tracking and tracing of shipments across the network
- Implemented operational plans associated with improving Union Pacific's ability to meet company revenue requirements

Manager of Pricing, Omaha, NE

Union Pacific Railroad, Domestic Intermodal

April 2014 – April 2016

- Responsible for \$250M in annual revenue management
- Accountable for strategic planning for growth of Intermodal Autos and Industrial Products
- Developed structured pricing processes for Intermodal Pricing Team
- Tasked with customer retention and satisfaction

Business Representative, Omaha, NE

Union Pacific Railroad, MDSC–Machinery & Minerals

January 2013 – April 2014

- Responsible for account base of \$14M in revenue
- Secured \$8M in business development revenue and \$2.1M annual contribution
- Met or exceed CSS Scores for the following: 4A:100 4B:96 4C:97 4D:100 7A:93
- Assisted business team with creation of Barite Strategy

Manager of Crew Support, Omaha, NE

Union Pacific Railroad, Crew Management Services

July 2011- January 2013

- Ensured manpower requirements were met for all 600 Yardmasters on the UP network
- Administered FRA compliance for 18,000+ TE&Y employees
- Provided limo and lodging analysis to UP field operations to ensure TE&Y had proper accommodations
- Managed 30 crew dispatchers per shift to ensure train crews were called to protect train moves

Werner Enterprises Inc, Omaha, NE

April 2006 - July 2011

- **Rates Analyst**
 - Developed logistics solutions ranging in value from \$500k - \$10M
 - Analyzed and adjusted customer rates based on equipment type, lane, and commodity
- **Intermodal Operations Specialist**
 - Managed 2 Intermodal Operations Assistants and provided performance reviews
 - Maintained customer relationships with annual revenue from \$150k - \$5M
 - Utilized all Class 1 railroad gate reservation and waybill processes
- **Customer Service Assistant**
 - Negotiated contract terms between 4th party shippers and Werner's legal department
 - Educated the drayage community of key security requirements such as Customs-Trade Partnership Against Terrorism (C-TPAT) and Partners in Protections (PIP)
- **Dedicated Truck Dispatcher**
 - Managed OTP of 300 loads per night with average load value of \$75k
 - Analyzed customer needs and matched asset availability such as truck or trailer

Education: **Chadron State College, Chadron, NE**
Masters of Business Administration
Concentration: Management (*Summa Cume Lade*)

January 2012 - October 2013

University of Nebraska at Omaha, Omaha, NE
Bachelor of Science in Business Administration
Concentration: Banking and Finance

January 2008 - May 2010

Metropolitan Community College, Omaha, NE
Associate Degree
Major: Business Administration and Business Transfer

June 2005 – December 2007

Leadership & Involvement:

Bellevue Citizen Complete Streets Advisory Plan: 2022-Present
Sanitary Improvement District (SID) 215 Board Member: 2012-2017
Co-Leader of Union Pacific Class taught to University of Nebraska – Omaha business students
Omaha Empowerment Network – Diversity Leadership Cohort 2019-2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/20/2022		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 TFL, Inc. dba "Mega Saver" for Class "D" Liquor License at 12701 S. 28th Avenue, Bellevue to sell beer, wine, and distilled spirits, Off Sale Only and Kamol Samiev as Manager.

SYNOPSIS/BACKGROUND:

Application for TFL, Inc. dba "Mega Saver" for Class "D" Liquor License at 12701 S. 28th Avenue, Bellevue to sell beer, wine, and distilled spirits, Off Sale Only and Kamol Samiev 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 to the Nebraska Liquor Control Commission (NLCC) the Application for TFL, Inc. dba "Mega Saver" for Class "D" Liquor License at 12701 S. 28th Avenue, Bellevue to sell beer, wine, and distilled spirits, Off Sale Only and Kamol Samiev as Manager.

ATTACHMENTS:

1. Application	2. Clerk 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: _____

[Handwritten signatures in blue ink over signature lines]

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: TFL, Inc. dba "Mega Saver"

LOCATION/ADDRESS: 12701 S. 28th Avenue, Bellevue

REQUESTED ACTION: Recommendation to approve new application for Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 12701 S. 28th Avenue, Bellevue, **AND** for Kamol Samiev as Manager.

DATE APPLICATION RECEIVED: 11/29/22

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 01/13/23

DATE ADVERTISED (not less than 7 nor more than 14 days): 12/07/22

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only): 2

Class B (Beer off sale only): 0

Class C (Alcoholic liquor, on and off sale): 23

Class D (Alcoholic liquor, off sale only): 26

Class I (Alcoholic liquor on sale only): 28

Class K (Catering License with Class B, C or D license): 5

Class X (Wholesale Liquor) 1

TOTAL 85

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

DATE OF CITY COUNCIL PUBLIC HEARING: December 20, 2022

DATE REPORT DUE TO CITY CLERK: December 14, 2022

APPLICANT: TFL, Inc. dba "Mega Saver"

ADDRESS: 12701 S. 28th Avenue, Bellevue

REQUESTED ACTION: Recommendation to approve application for Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 12701 S. 28th Avenue, Bellevue, AND for Kamol Samiev as Manager.

BACKGROUND: Replacing Application for Class "D" Liquor License

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

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

EXISTING ZONING: BG (General Business District)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Gas Station with Convenience Store

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

ADJACENT LAND USE AND ZONING:

NORTH: Offutt AFB Housing (across Capehart Road)

SOUTH: Vacant, BG

EAST: Commercial, BG

WEST: Multi-family Residential, RG-28-PS

DISTANCE FROM SCHOOL (if applicable): N/A

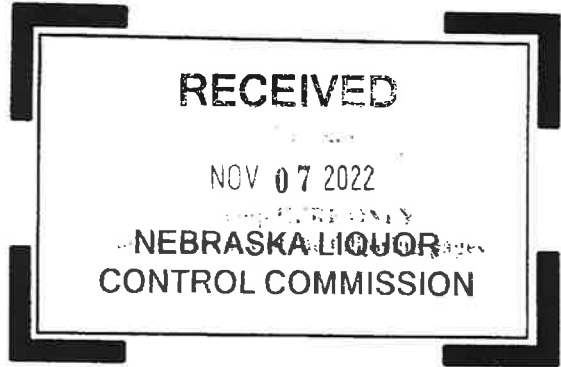
DISTANCE FROM COLLEGE (if applicable): N/A

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License
Class: D

License Number:
125370



Office Use Only
NEW REPLACING 113969 TOP Yes No
Hot List Yes No Initial: HY

PLEASE READ CAREFULLY

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

APPLICANT NAME Abdurashid Samiev TFL, Inc.
TRADE (DBA) NAME Mega Saver
PREVIOUS TRADE (DBA) NAME Speedy Gas N Shop
CONTACT NAME AND PHONE NUMBER Lola Khalikova 402-812-7181
CONTACT EMAIL ADDRESS goahead999@hotmail.com, lola@tflcorp.net

Office use only
PAYMENT TYPE 11/4/22 PayPort
AMOUNT \$ 400- RECEIVED: 11/7/22
DATE DEPOSITED

2200012828

DIRECTIONS

Each item must be included with your application

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

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

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

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Form 106 and \$100 application fee) expires with underlying retail license
- Class G Growler endorsement (Form 165 and \$300 application fee) – Class C licenses only

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

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

Name _____ Phone Number _____

Firm Name _____

Email address _____

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

PREMISES INFORMATION

Trade Name (doing business as) Mega Saver

Street Address 12701 S 28th Ave

City Bellevue County Sarpy - 59 Zip Code 68123 - 1987

Premises Telephone number 402-614-6845

Business e-mail address lola@tflcorp.net

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

MAILING ADDRESS (where you want to receive mail from the Commission)
Check if same as premises

Name TFL Inc.

Street Address 202 S 73rd Street

City Omaha State NE Zip Code 68114 - 4014

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

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

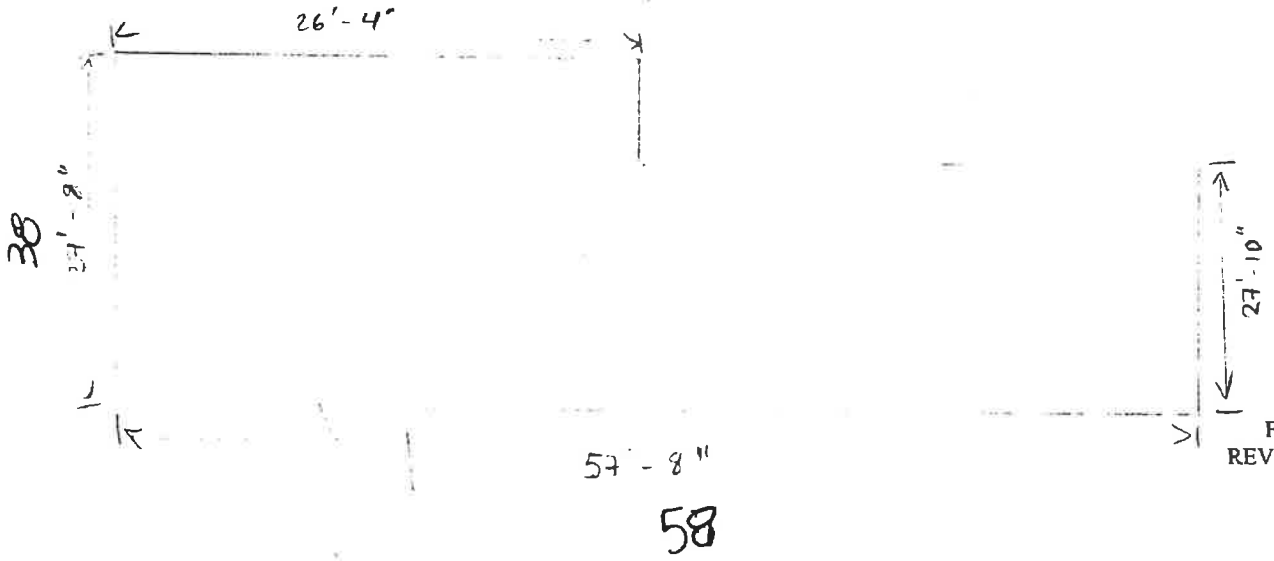
Building length 50 x width 38 in feet

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

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

Number of floors of the building 1

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



APPLICANT INFORMATION

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

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

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

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Kamol Samiev	12/22/2003	Omaha NE	no valid registration	dismissed
	09/09/2005	Omaha NE	open container in public, no headlights	dismissed
	11/25/2008	Omaha NE	traffic signal, stop sign conviction	1 point taken

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

YES NO

If yes, provide business name and license number Speedy Gas N Shop , license #

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

YES NO

If yes, give name of business and liquor license number Speedy Gas N Shop

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

YES NO

If yes

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

a) Submit a copy of the business purchase agreement _____

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

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

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

YES NO

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

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

YES NO

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

Kamol Samiev - part owner

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

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

YES NO

If yes, list such item(s) and the owner. coffee brewing machines -Ronnocco, fountai machines - Pepsi

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

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

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

YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.
First Interstate Bank, 9290 W. Dodge Rd., Omaha NE 68114; Rashid Samiev, Kamol Samiev, Tahmina Samieva

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.

several, please see attached

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)
Abdurashid Samiev	12/2021	Responsible Beverage Service Training
Kamol Samiev	12/2021	Responsible Beverage Service Training
Tahmina Samieva	11/2022	Responsible Beverage Service Training

Experience

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

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date _____
 Deed _____
 Purchase Agreement _____

14. When do you intend to open for business? December 1, 2022

15. What will be the main nature of business? Gas Station/Convenience Store/Cell Phone Dealer

16. What are the anticipated hours of operation? Sunday - Thursday 6am - 11pm and Friday - Saturday 6am - 12am

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Abdurashid Samiev, Omaha NE	2001	present	Tahmina Samieva, Omaha NE	2001	Present
Kamol Samiev, Omaha NE	2001	present	Farzona Komilova, Omaha NE	2014	present
			Farzona Komilova, Khujand Tajikistan	1994	2014

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION

SIGNATURE PAGE -

PLEASE READ CAREFULLY

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

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

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

Must be signed by all applicant(s) and spouse(s) owning more than 25% in the presence of a notary public (YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)

Handwritten signature of Abdurashid Samiev

Signature of **APPLICANT**

(Do not sign until in the presence of the Notary Public)

Abdurashid Samiev

Printed Name of **APPLICANT**

State of Nebraska, County of DOUGLAS

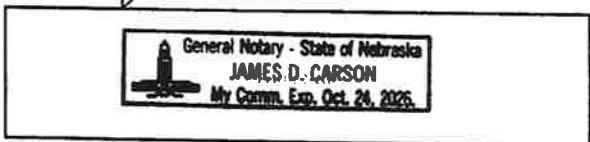
The foregoing instrument was acknowledged before me this

NOVEMBER 4, 2022

(Date)

By ABDURASHID SAMIEV
Name of person(s) signing document in front of Notary

Handwritten signature of Notary Public James D. Carson
Notary Public Signature



Handwritten signature of Tahmina Samieva

Signature of **SPOUSE**

(Do not sign until in the presence of the Notary Public)

Tahmina Samieva

Printed Name of **SPOUSE**

State of Nebraska, County of DOUGLAS

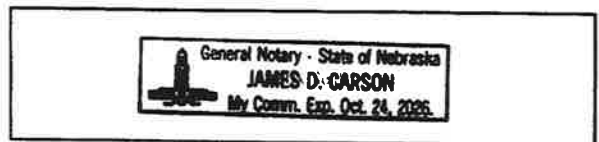
The foregoing instrument was acknowledged before me this

NOVEMBER 4, 2022

(Date)

By TAHMINA SAMIEVA
Name of person(s) signing document in front of Notary

Handwritten signature of Notary Public James D. Carson
Notary Public Signature



Nebraska Secretary of State



Wed Nov 9 07:24:57 2022

Principal Office Address

202 S. 73RD ST.
OMAHA, NE 68114

Registered Agent and Office Address

ABDURASHID SAMIEV
202 SO. 73RD STREET
OMAHA, NE 68114

Nature of Business

RETAIL

Entity Type

Domestic Corp
Qualifying State: NE

Date Filed

May 28 2003

Next Report Due Date

Jan 01 2024

Corporation Position	Name	Address
President	ABDURASHID SAMIEV	13910 CUMING STREET OMAHA, NE 68154 USA
Secretary	ABDURASHID SAMIEV	13910 CUMING STREET OMAHA, NE 68154 USA
Treasurer	KAMOL SAMIEV	1317 N 138TH ST OMAHA, NE 68154 USA
Director	ABDURASHID SAMIEV	13910 CUMING STREET OMAHA, NE 68154 USA
Director	KAMOL SAMIEV	12917 BINNEY STREET OMAHA, NE 68164 USA
Vice President	KAMOL SAMIEV	1317 N 138TH ST OMAHA, NE 68154

Associated Entities

Account Number	Name	Type	Status
10153575	MEGA SAVER	Trade Name	Active
10148697	THE FOOD COURT - GYRO EXPRESS/CHINA EXPRESS	Trade Name	Inactive
10142325	TOBACCO AND PHONES 4 LESS	Trade Name	Inactive

Filed Documents

Filed documents for TFL, INC. may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Articles Perpetual	May 28 2003	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Non Payment of Taxes	Apr 16 2004		
Certificate of Revival	Sep 29 2005	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Sep 29 2005	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Sep 29 2005	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Apr 14 2006	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Non Payment of Taxes	Apr 16 2008		
Certificate of Revival	May 20 2008	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	May 20 2008	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	May 20 2008	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Feb 26 2010	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Apr 05 2012	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Non Payment of Taxes	Apr 16 2014		
Certificate of Revival	Apr 28 2014	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Document	Date Filed	Price	
Tax Return	Apr 28 2014	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Jan 08 2016	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Non Payment of Taxes	Apr 16 2018		
Certificate of Revival	May 16 2018	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	May 16 2018	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Administrative Dissolution	Apr 16 2020	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Certificate of Reinstatement	Apr 30 2020	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Administrative Dissolution	Apr 16 2022	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Certificate of Reinstatement	Jun 03 2022	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

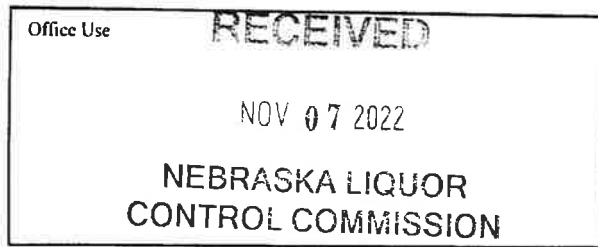
This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

**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: Abdurashid Samiev

Name of Corporation that will hold license as listed on the Articles
TFL Inc.,

Corporation Address: 202 S 73rd Street

City: Omaha State: NE Zip Code: 68114 - 4616

Corporation Phone Number: 402-399-5377 Fax Number: _____

Total Number of Corporation Shares Issued: _____

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

Last Name: Samiev First Name: Abdurashid MI: _____

Home Address: 13910 Cuming Street City: Omaha

State: NE Zip Code: 68154-5194 Home Phone Number: 402-706-1768

Abdurashid Samiev
Signature of President/CEO

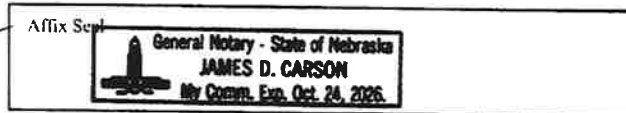
ACKNOWLEDGEMENT

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

Date 11-03-2022 by ABDURASHID SAMIEV name of person acknowledge

Date

Affix Seal



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

Last Name: **Samiev** First Name: **Abdurashid** MI: _____

[Redacted]

Title: **President/CEO** Number of Shares **50.1%**

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

[Redacted]

Last Name: **Samiev** First Name: **Kamol** MI: _____

[Redacted]

Title: **VP/CFO** Number of Shares **49.9%**

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

[Redacted]

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

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: January Ending Date: December

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 07 2022
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

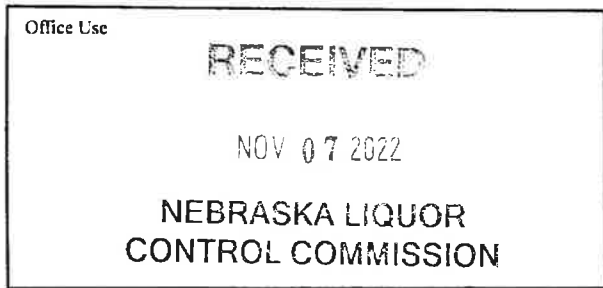
Spouse who **will** participate in the business, the **spouse must:**

- 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

MARKED

**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/LEC information

Name of Corporation/LLC: TFL Inc.

Premise information

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

Premise Trade Name/DBA: Mega Saver

Premise Street Address: 12701 S 28th Ave

City: Bellevue County: Sarpy Zip Code: 68123

Premise Phone Number: 402-614-6845

Premise Email address: lola@tflcorp.net

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



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

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Samiev First Name: Kamol MI: _____

Home Address: 1317 N 138th Street

City: Omaha County: Douglas Zip Code: 68154-5101

Home Phone Number: 402-208-2367



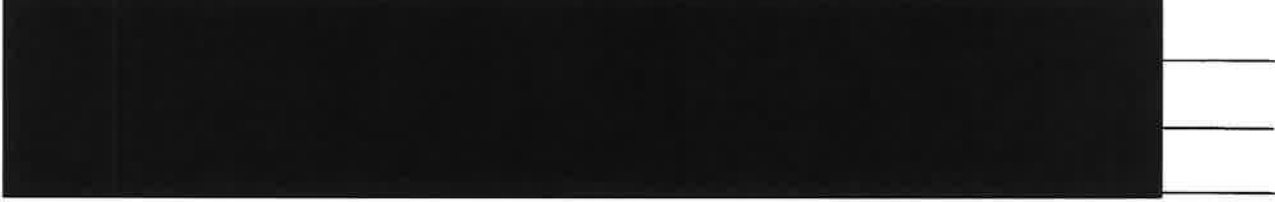
Email address: kamol@tflcorp.net

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

YES NO

Spouse's information

Spouses Last Name: Komilova First Name: Farzona MI: _____



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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2001	present	Omaha NE	2014	present
			Khujand Tajikistan	1994	2014

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2003	present	TFL Inc.	Abdurashid Samiev	402-399-5377

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, 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
Kamol Samiev	12/2003	Omaha NE	no valid registration	dismissed
	09/2005	Omaha NE	open container in public, no headlight	dismissed
	11/2008	Omaha NE	traffic signal, stop sign conviction	1 point taken

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

YES NO

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

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: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Kamol Samiev	12/2021	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:

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF 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.



Signature of Manager Applicant



Signature of Spouse

ACKNOWLEDGEMENT

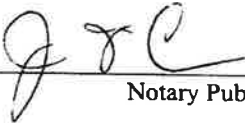
State of Nebraska

County of DOUGLAS

The foregoing instrument was acknowledged before me this

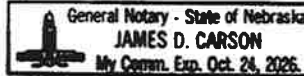
NOVEMBER 4, 2022
date

by KANOL SARIKOV AND FARZANA KOMILOVA
NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

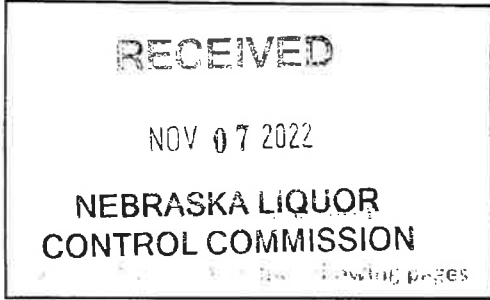
Affix Seal



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.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

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

Trade Name Mega Saver

Name of Person Being Fingerprinted: Abdurashid Samiev

Date fingerprints were taken: 12/01/2021

Location where fingerprints were taken: _____

How was payment made to NSP?

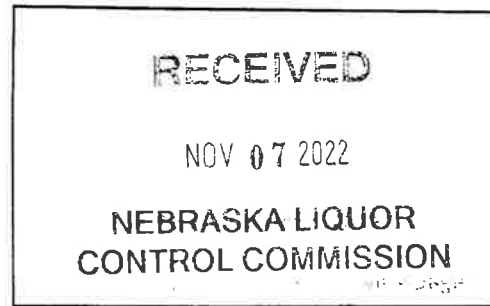
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/
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****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Mega Saver

Name of Person Being Fingerprinted: Tahmina Samieva

Date fingerprints were taken: 12/01/2021

Location where fingerprints were taken: _____

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

T. Samieva

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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Trade Name Mega Saver

Name of Person Being Fingerprinted: Kamol Samiev

Date fingerprints were taken: 12/01/2021

Location where fingerprints were taken: _____

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

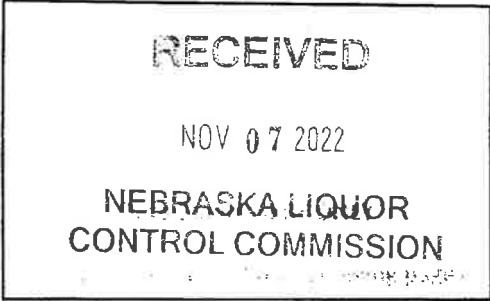
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES



SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
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******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name Mega Saver

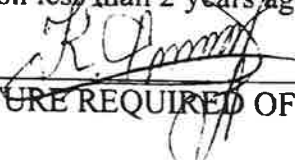
Name of Person Being Fingerprinted: Farzona Komilova

Date fingerprints were taken: 12/01/2021

Location where fingerprints were taken: _____

How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
12/20/2022

COUNCIL MEETING DATE: 11/15/2022		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 annex miscellaneous rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to annex miscellaneous rights-of-way. These rights-of-way were inadvertently excluded in past annexation packages over the years. The overall annexation package consists of eight different areas. Staff worked with Sarpy County GIS to determine legal descriptions and mapping for these areas.

FISCAL IMPACT: N/A BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

The Planning Department and Planning Commission are both recommending approval of this request.

ATTACHMENTS:

- | | | |
|----------------------|-----------------------|------------------|
| 1. PC Recommendation | 2. Staff Memo w/ Maps | 3. Ord. No. 4112 |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

[Signature]

ADMINISTRATOR APPROVAL AS TO FORM:

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 6, 2022

REQUEST: to annex miscellaneous Rights-of-Way.

On October 27, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL as presented.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Hankins						Aerni
	Ritz						Ackley
	Sims						
	Cutsforth						
	Bennett						
	Jacobson						
	Perrin						

Planning Commission Hearing (s) was held on: October 27, 2022



We Influence The World!

City of Bellevue
Planning Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: November 7, 2022
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex into the city limits miscellaneous rights-of-way as shown on the attached maps. Staff worked with Sarpy County GIS to determine legal descriptions for these areas.

These rights-of-way were inadvertently excluded in past annexation packages over the years. The overall annexation package consists of eight different areas.

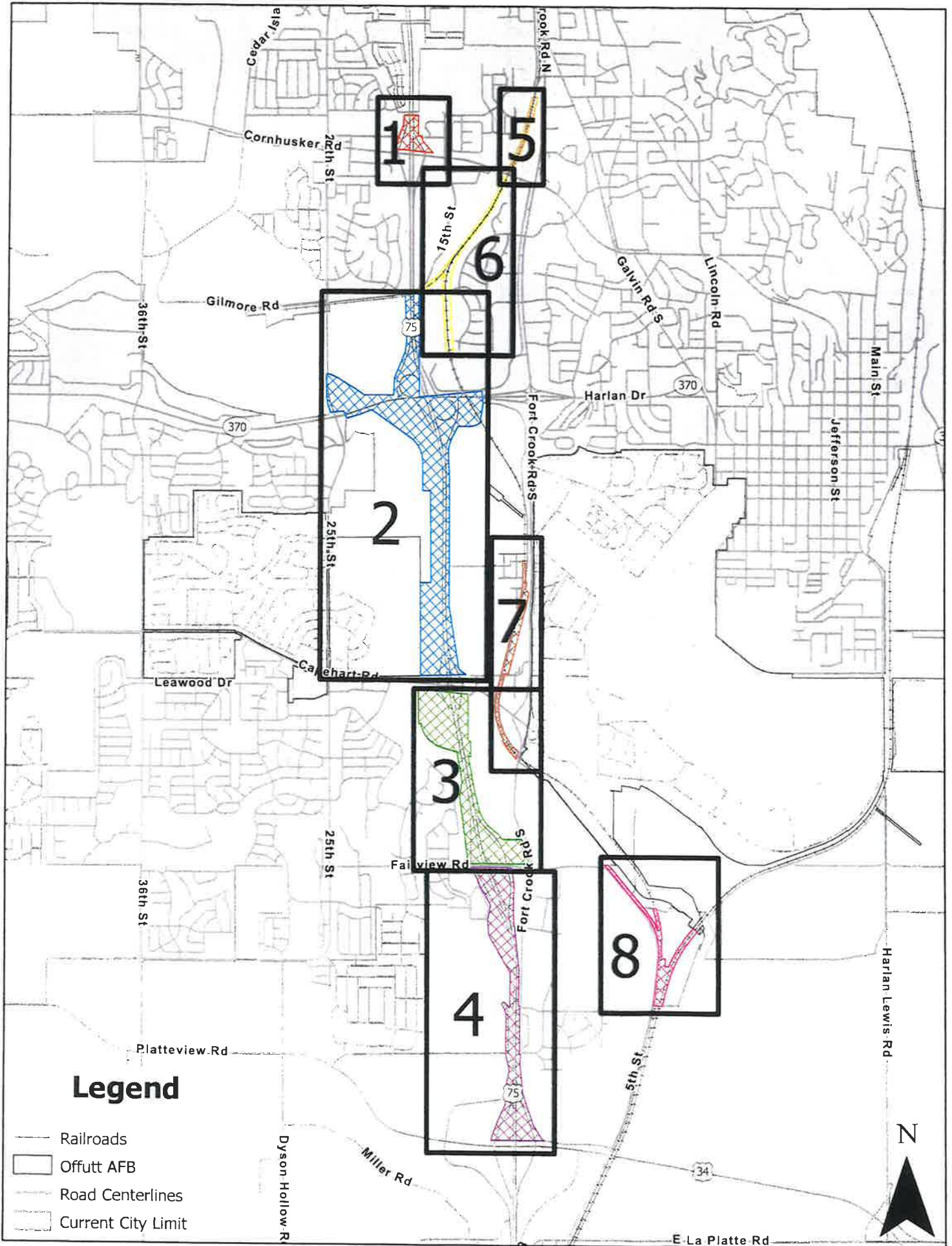
The purpose of this annexation is to fill in gaps left from previous annexations. Although the railroad rights-of-way will not be impacted, the Police Department will be able to patrol the State right-of-way.

PLANNING DEPARTMENT RECOMMENDATION

APPROVAL of the proposed annexation as presented.

PLANNING COMMISSION RECOMMENDATION

APPROVAL of the proposed annexation as presented.



1

5

6

2

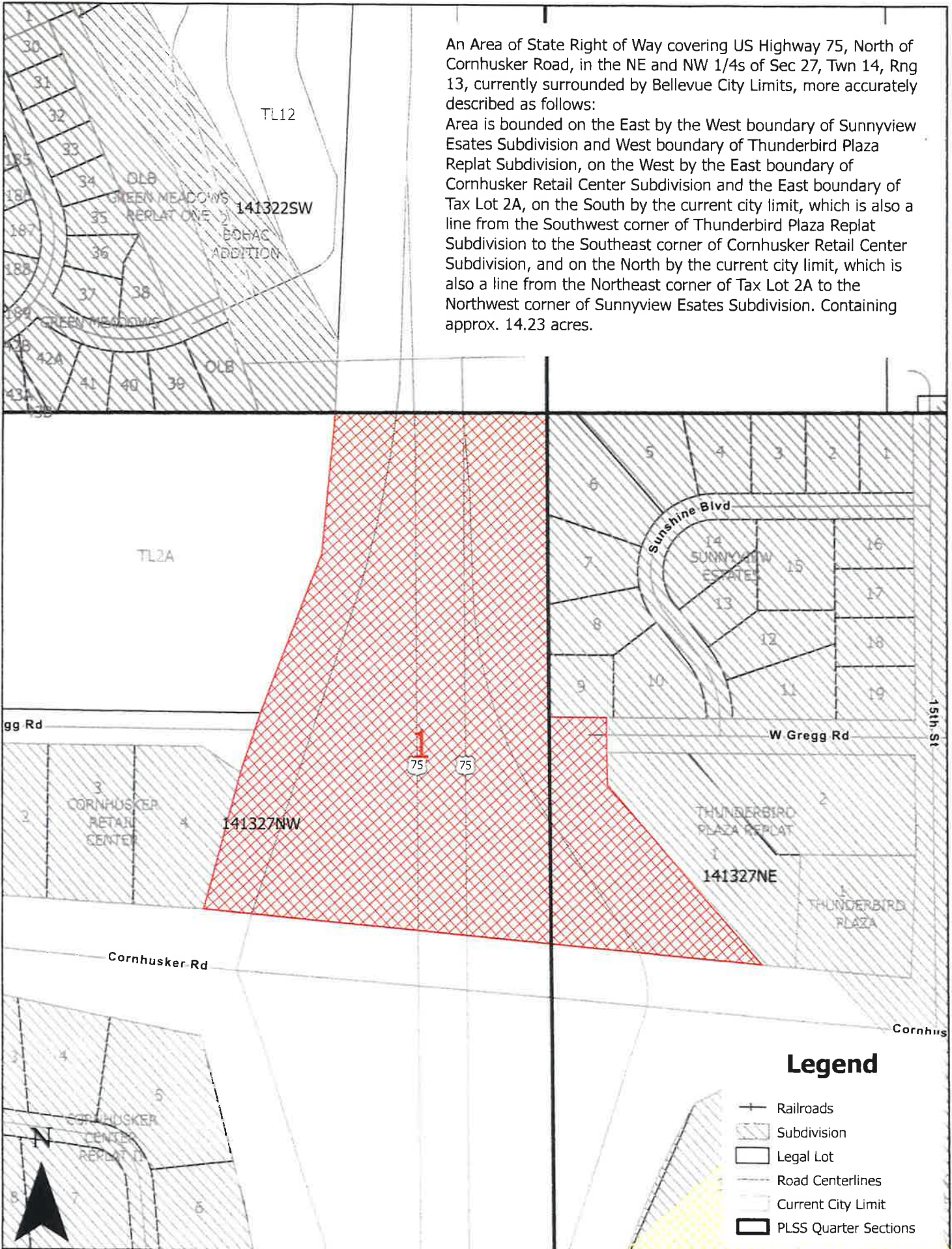
7

3

4

8

N

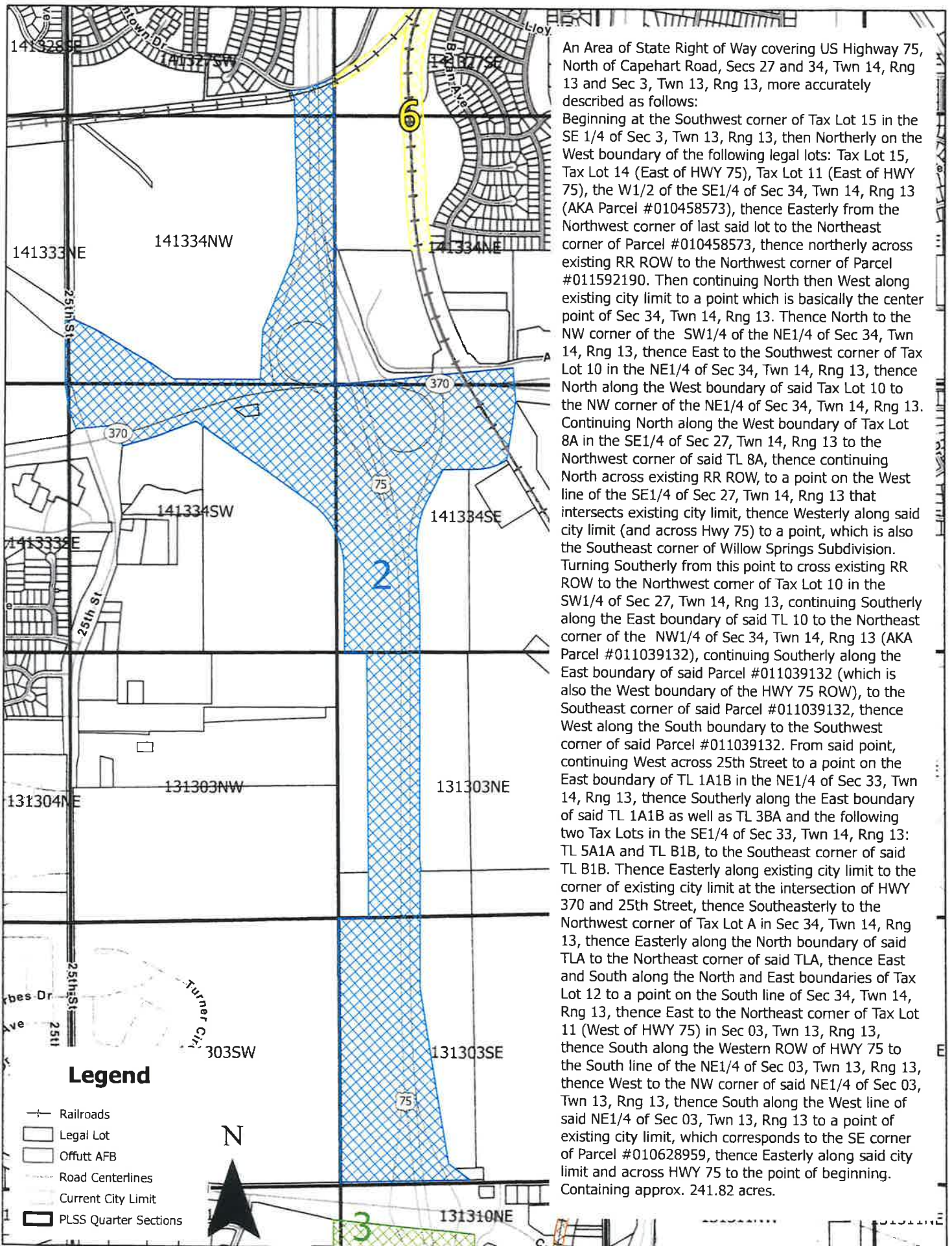


An Area of State Right of Way covering US Highway 75, North of Cornhusker Road, in the NE and NW 1/4s of Sec 27, Twn 14, Rng 13, currently surrounded by Bellevue City Limits, more accurately described as follows:

Area is bounded on the East by the West boundary of Sunnyview Esates Subdivision and West boundary of Thunderbird Plaza Replat Subdivision, on the West by the East boundary of Cornhusker Retail Center Subdivision and the East boundary of Tax Lot 2A, on the South by the current city limit, which is also a line from the Southwest corner of Thunderbird Plaza Replat Subdivision to the Southeast corner of Cornhusker Retail Center Subdivision, and on the North by the current city limit, which is also a line from the Northeast corner of Tax Lot 2A to the Northwest corner of Sunnyview Esates Subdivision. Containing approx. 14.23 acres.

Legend

- Railroads
- Subdivision
- Legal Lot
- Road Centerlines
- Current City Limit
- PLSS Quarter Sections



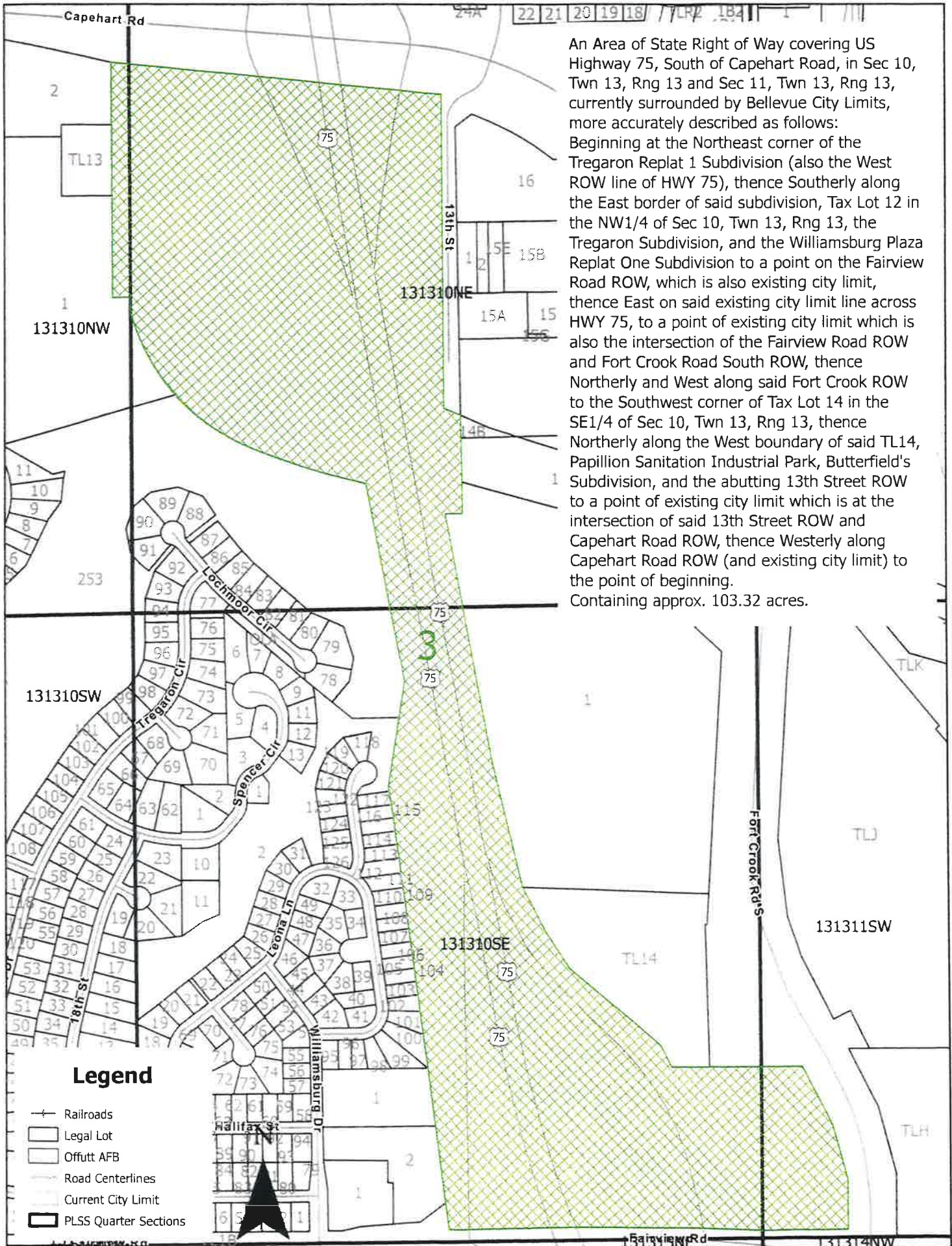
An Area of State Right of Way covering US Highway 75, North of Capehart Road, Secs 27 and 34, Twn 14, Rng 13 and Sec 3, Twn 13, Rng 13, more accurately described as follows:

Beginning at the Southwest corner of Tax Lot 15 in the SE 1/4 of Sec 3, Twn 13, Rng 13, then Northerly on the West boundary of the following legal lots: Tax Lot 15, Tax Lot 14 (East of HWY 75), Tax Lot 11 (East of HWY 75), the W1/2 of the SE1/4 of Sec 34, Twn 14, Rng 13 (AKA Parcel #010458573), thence Easterly from the Northwest corner of last said lot to the Northeast corner of Parcel #010458573, thence northerly across existing RR ROW to the Northwest corner of Parcel #011592190. Then continuing North then West along existing city limit to a point which is basically the center point of Sec 34, Twn 14, Rng 13. Thence North to the NW corner of the SW1/4 of the NE1/4 of Sec 34, Twn 14, Rng 13, thence East to the Southwest corner of Tax Lot 10 in the NE1/4 of Sec 34, Twn 14, Rng 13, thence North along the West boundary of said Tax Lot 10 to the NW corner of the NE1/4 of Sec 34, Twn 14, Rng 13. Continuing North along the West boundary of Tax Lot 8A in the SE1/4 of Sec 27, Twn 14, Rng 13 to the Northwest corner of said TL 8A, thence continuing North across existing RR ROW, to a point on the West line of the SE1/4 of Sec 27, Twn 14, Rng 13 that intersects existing city limit, thence Westerly along said city limit (and across Hwy 75) to a point, which is also the Southeast corner of Willow Springs Subdivision. Turning Southerly from this point to cross existing RR ROW to the Northwest corner of Tax Lot 10 in the SW1/4 of Sec 27, Twn 14, Rng 13, continuing Southerly along the East boundary of said TL 10 to the Northeast corner of the NW1/4 of Sec 34, Twn 14, Rng 13 (AKA Parcel #011039132), continuing Southerly along the East boundary of said Parcel #011039132 (which is also the West boundary of the HWY 75 ROW), to the Southeast corner of said Parcel #011039132, thence West along the South boundary to the Southwest corner of said Parcel #011039132. From said point, continuing West across 25th Street to a point on the East boundary of TL 1A1B in the NE1/4 of Sec 33, Twn 14, Rng 13, thence Southerly along the East boundary of said TL 1A1B as well as TL 3BA and the following two Tax Lots in the SE1/4 of Sec 33, Twn 14, Rng 13: TL 5A1A and TL B1B, to the Southeast corner of said TL B1B. Thence Easterly along existing city limit to the corner of existing city limit at the intersection of HWY 370 and 25th Street, thence Southeasterly to the Northwest corner of Tax Lot A in Sec 34, Twn 14, Rng 13, thence Easterly along the North boundary of said TLA to the Northeast corner of said TLA, thence East and South along the North and East boundaries of Tax Lot 12 to a point on the South line of Sec 34, Twn 14, Rng 13, thence East to the Northeast corner of Tax Lot 11 (West of HWY 75) in Sec 03, Twn 13, Rng 13, thence South along the Western ROW of HWY 75 to the South line of the NE1/4 of Sec 03, Twn 13, Rng 13, thence West to the NW corner of said NE1/4 of Sec 03, Twn 13, Rng 13, thence South along the West line of said NE1/4 of Sec 03, Twn 13, Rng 13 to a point of existing city limit, which corresponds to the SE corner of Parcel #010628959, thence Easterly along said city limit and across HWY 75 to the point of beginning. Containing approx. 241.82 acres.

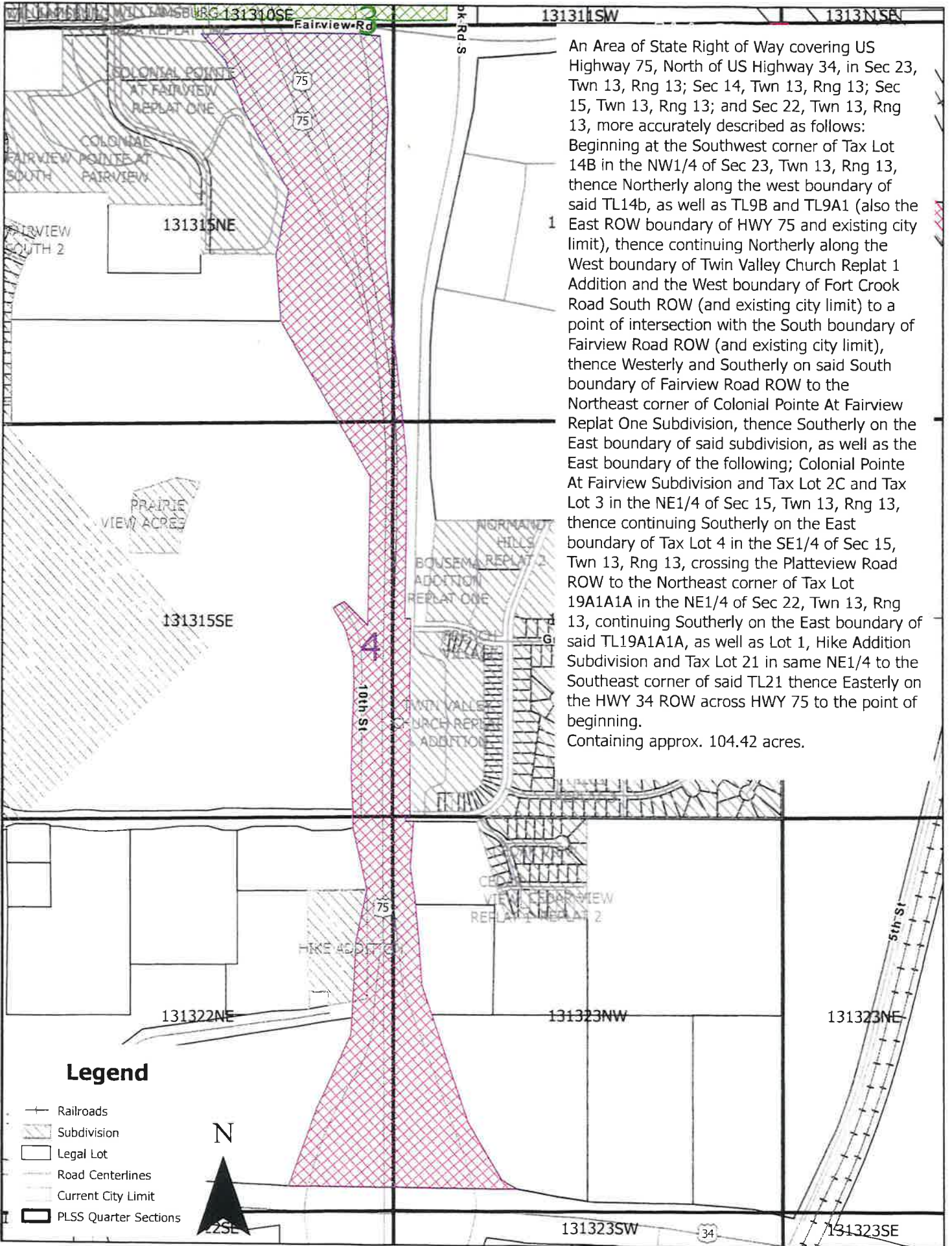
Legend

- +— Railroads
- Legal Lot
- Offutt AFB
- Road Centerlines
- Current City Limit
- PLS Quarter Sections





An Area of State Right of Way covering US Highway 75, South of Capehart Road, in Sec 10, Twn 13, Rng 13 and Sec 11, Twn 13, Rng 13, currently surrounded by Bellevue City Limits, more accurately described as follows: Beginning at the Northeast corner of the Tregaron Replat 1 Subdivision (also the West ROW line of HWY 75), thence Southerly along the East border of said subdivision, Tax Lot 12 in the NW1/4 of Sec 10, Twn 13, Rng 13, the Tregaron Subdivision, and the Williamsburg Plaza Replat One Subdivision to a point on the Fairview Road ROW, which is also existing city limit, thence East on said existing city limit line across HWY 75, to a point of existing city limit which is also the intersection of the Fairview Road ROW and Fort Crook Road South ROW, thence Northerly and West along said Fort Crook ROW to the Southwest corner of Tax Lot 14 in the SE1/4 of Sec 10, Twn 13, Rng 13, thence Northerly along the West boundary of said TL14, Papillion Sanitation Industrial Park, Butterfield's Subdivision, and the abutting 13th Street ROW to a point of existing city limit which is at the intersection of said 13th Street ROW and Capehart Road ROW, thence Westerly along Capehart Road ROW (and existing city limit) to the point of beginning. Containing approx. 103.32 acres.



An Area of State Right of Way covering US Highway 75, North of US Highway 34, in Sec 23, Twn 13, Rng 13; Sec 14, Twn 13, Rng 13; Sec 15, Twn 13, Rng 13; and Sec 22, Twn 13, Rng 13, more accurately described as follows:

Beginning at the Southwest corner of Tax Lot 14B in the NW1/4 of Sec 23, Twn 13, Rng 13, thence Northerly along the west boundary of said TL14b, as well as TL9B and TL9A1 (also the

- 1 East ROW boundary of HWY 75 and existing city limit), thence continuing Northerly along the West boundary of Twin Valley Church Replat 1 Addition and the West boundary of Fort Crook Road South ROW (and existing city limit) to a point of intersection with the South boundary of Fairview Road ROW (and existing city limit), thence Westerly and Southerly on said South boundary of Fairview Road ROW to the Northeast corner of Colonial Pointe At Fairview Replat One Subdivision, thence Southerly on the East boundary of said subdivision, as well as the East boundary of the following; Colonial Pointe At Fairview Subdivision and Tax Lot 2C and Tax Lot 3 in the NE1/4 of Sec 15, Twn 13, Rng 13, thence continuing Southerly on the East boundary of Tax Lot 4 in the SE1/4 of Sec 15, Twn 13, Rng 13, crossing the Platteview Road ROW to the Northeast corner of Tax Lot 19A1A1A in the NE1/4 of Sec 22, Twn 13, Rng 13, continuing Southerly on the East boundary of said TL19A1A1A, as well as Lot 1, Hike Addition Subdivision and Tax Lot 21 in same NE1/4 to the Southeast corner of said TL21 thence Easterly on the HWY 34 ROW across HWY 75 to the point of beginning.

Containing approx. 104.42 acres.

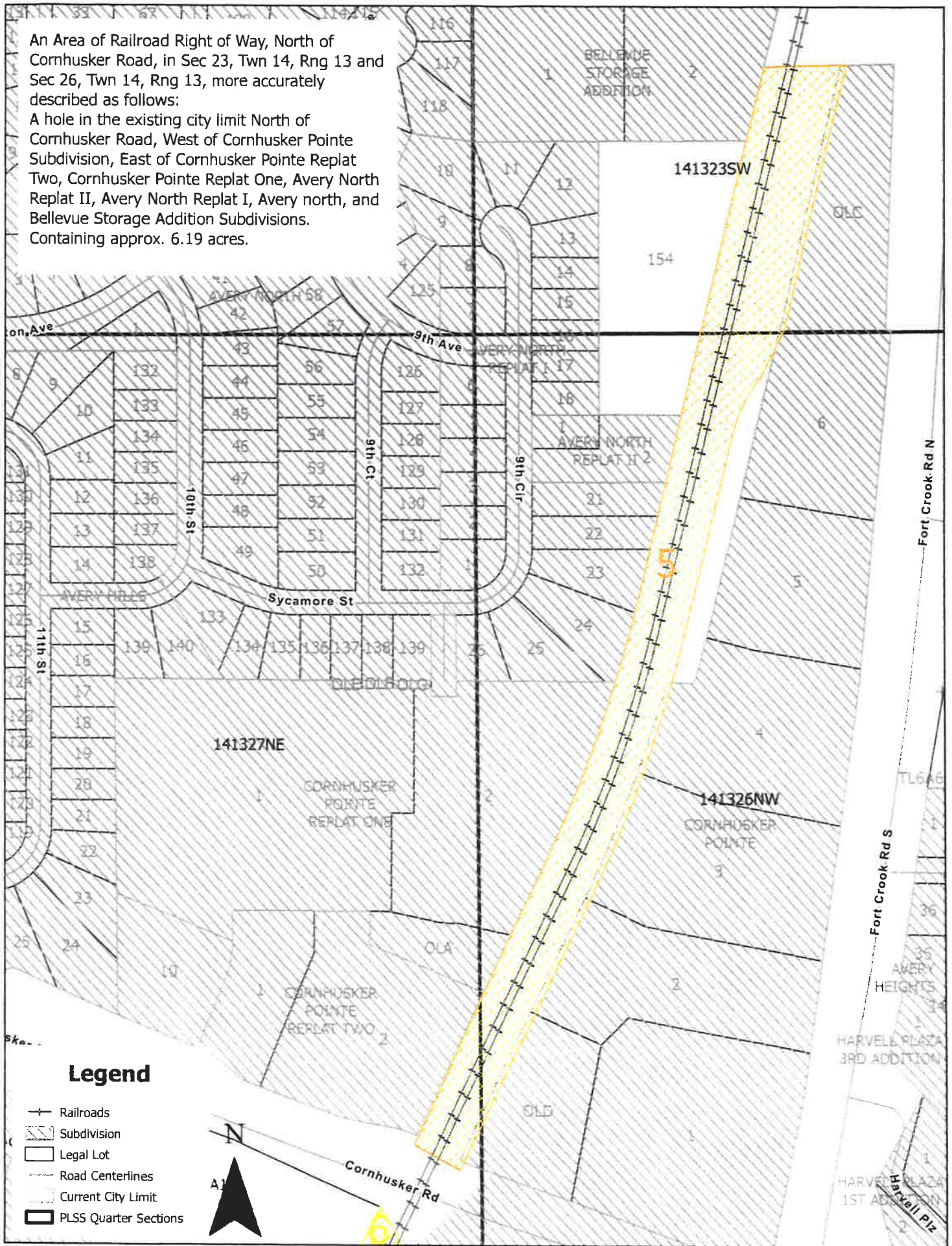
Legend

- +— Railroads
- ▨ Subdivision
- Legal Lot
- Road Centerlines
- Current City Limit
- PLSS Quarter Sections



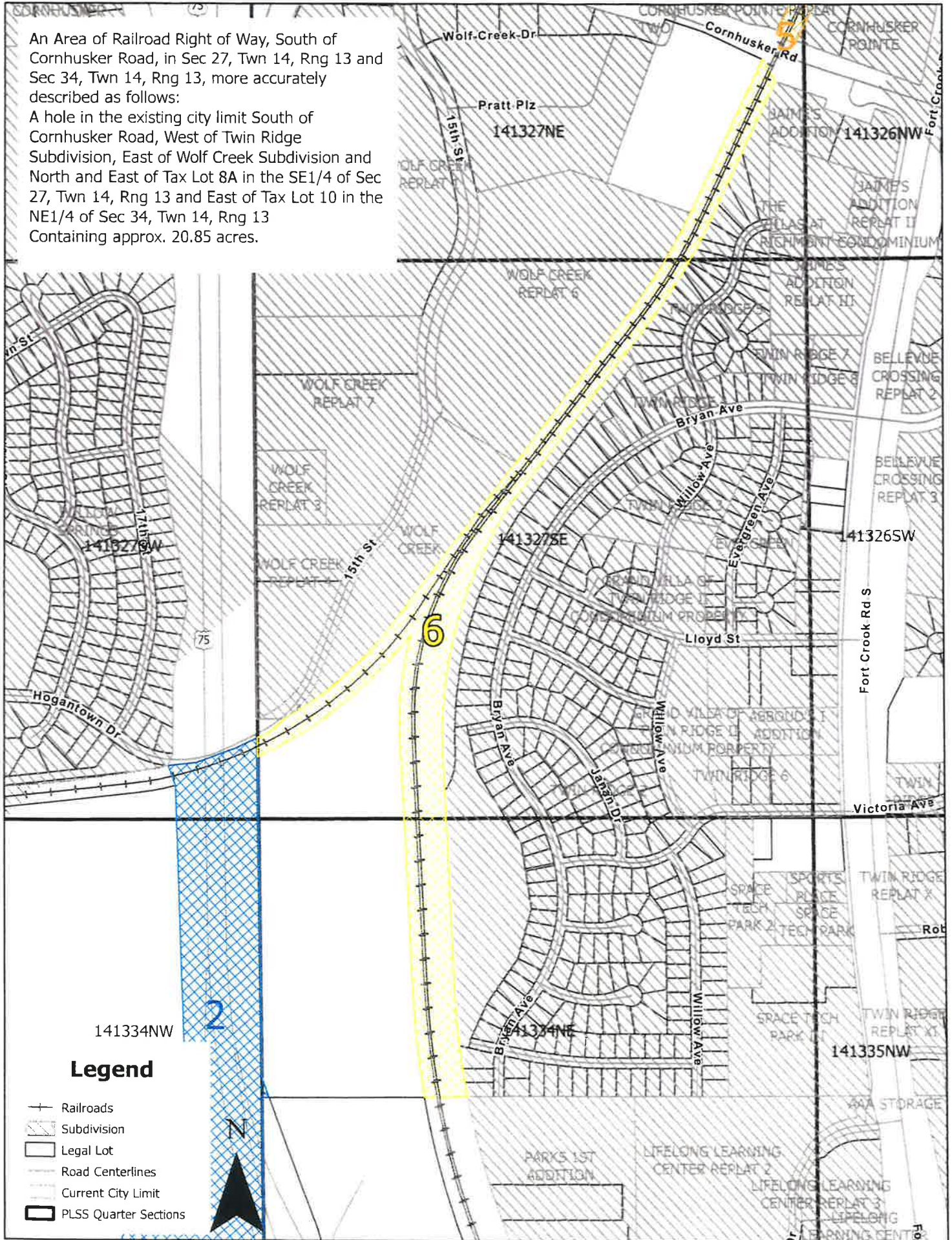
An Area of Railroad Right of Way, North of Cornhusker Road, in Sec 23, Twn 14, Rng 13 and Sec 26, Twn 14, Rng 13, more accurately described as follows:

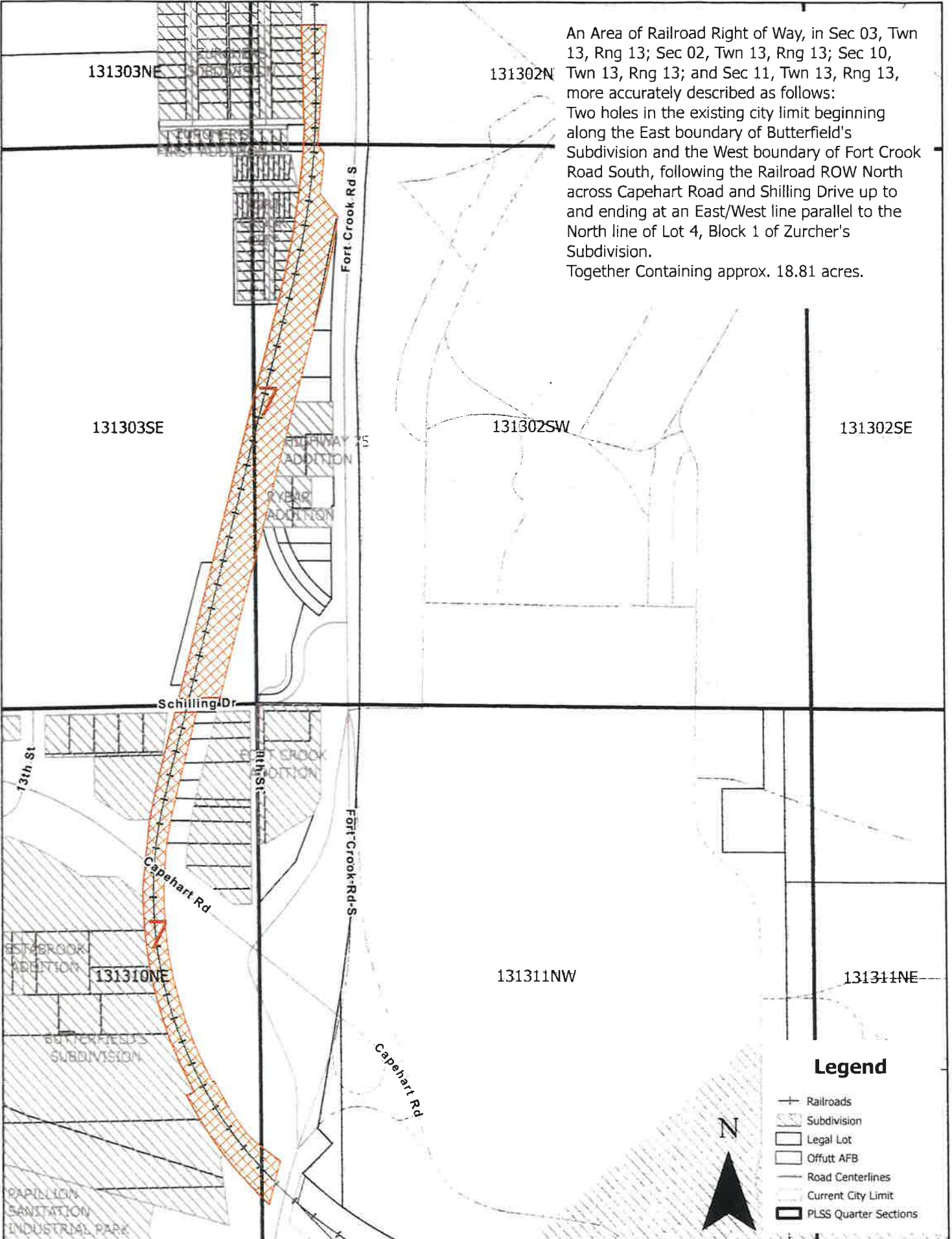
A hole in the existing city limit North of Cornhusker Road, West of Cornhusker Pointe Subdivision, East of Cornhusker Pointe Replat Two, Cornhusker Pointe Replat One, Avery North Replat II, Avery North Replat I, Avery north, and Bellevue Storage Addition Subdivisions. Containing approx. 6.19 acres.



An Area of Railroad Right of Way, South of Cornhusker Road, in Sec 27, Twn 14, Rng 13 and Sec 34, Twn 14, Rng 13, more accurately described as follows:

A hole in the existing city limit South of Cornhusker Road, West of Twin Ridge Subdivision, East of Wolf Creek Subdivision and North and East of Tax Lot 8A in the SE1/4 of Sec 27, Twn 14, Rng 13 and East of Tax Lot 10 in the NE1/4 of Sec 34, Twn 14, Rng 13 Containing approx. 20.85 acres.

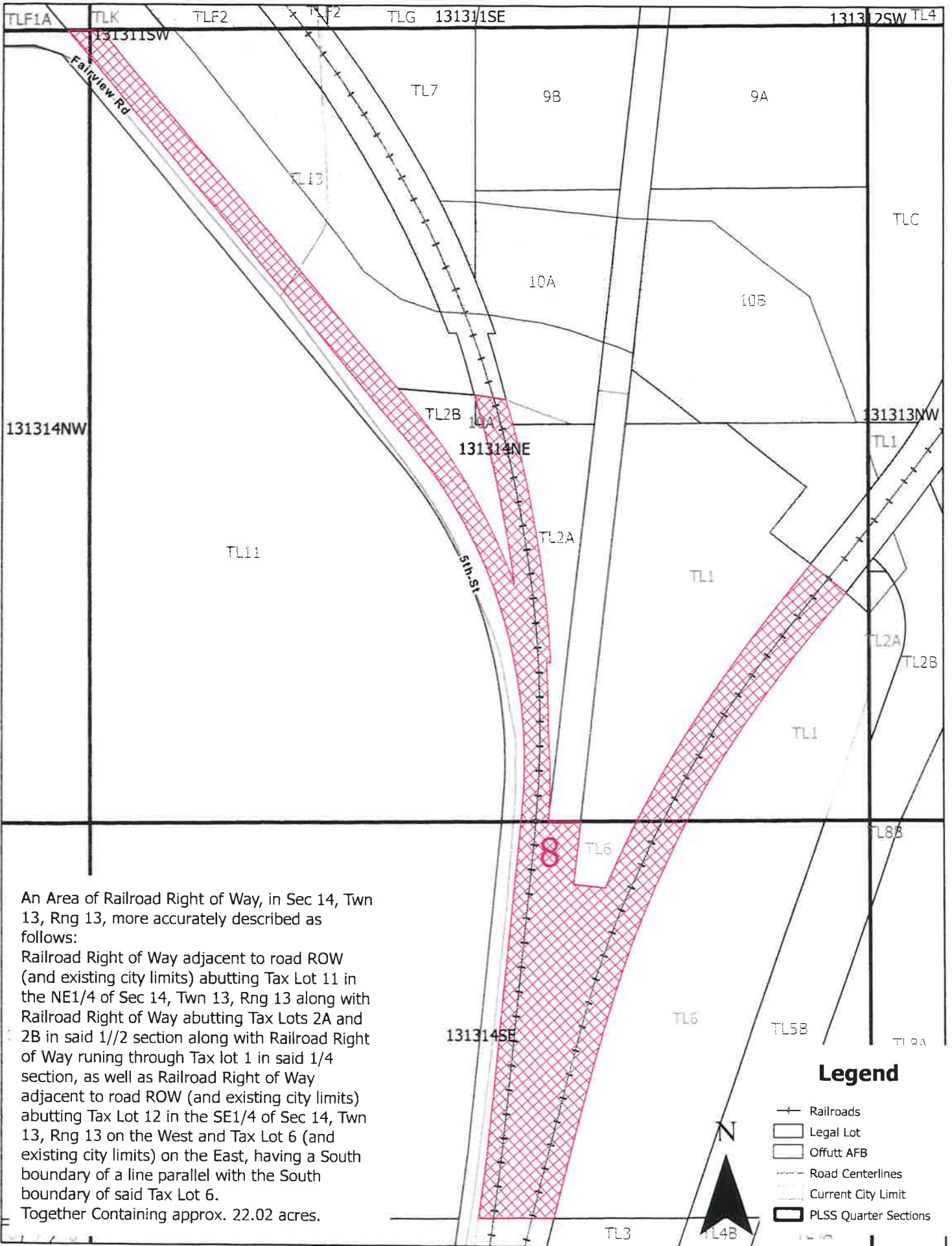




An Area of Railroad Right of Way, in Sec 03, Twn 13, Rng 13; Sec 02, Twn 13, Rng 13; Sec 10, Twn 13, Rng 13; and Sec 11, Twn 13, Rng 13, more accurately described as follows:
 Two holes in the existing city limit beginning along the East boundary of Butterfield's Subdivision and the West boundary of Fort Crook Road South, following the Railroad ROW North across Capehart Road and Schilling Drive up to and ending at an East/West line parallel to the North line of Lot 4, Block 1 of Zurcher's Subdivision.
 Together Containing approx. 18.81 acres.

- Legend**
- + Railroads
 - ▨ Subdivision
 - Legal Lot
 - Offutt AFB
 - Road Centerlines
 - - - Current City Limit
 - ▭ PLSS Quarter Sections





An Area of Railroad Right of Way, in Sec 14, Twn 13, Rng 13, more accurately described as follows:

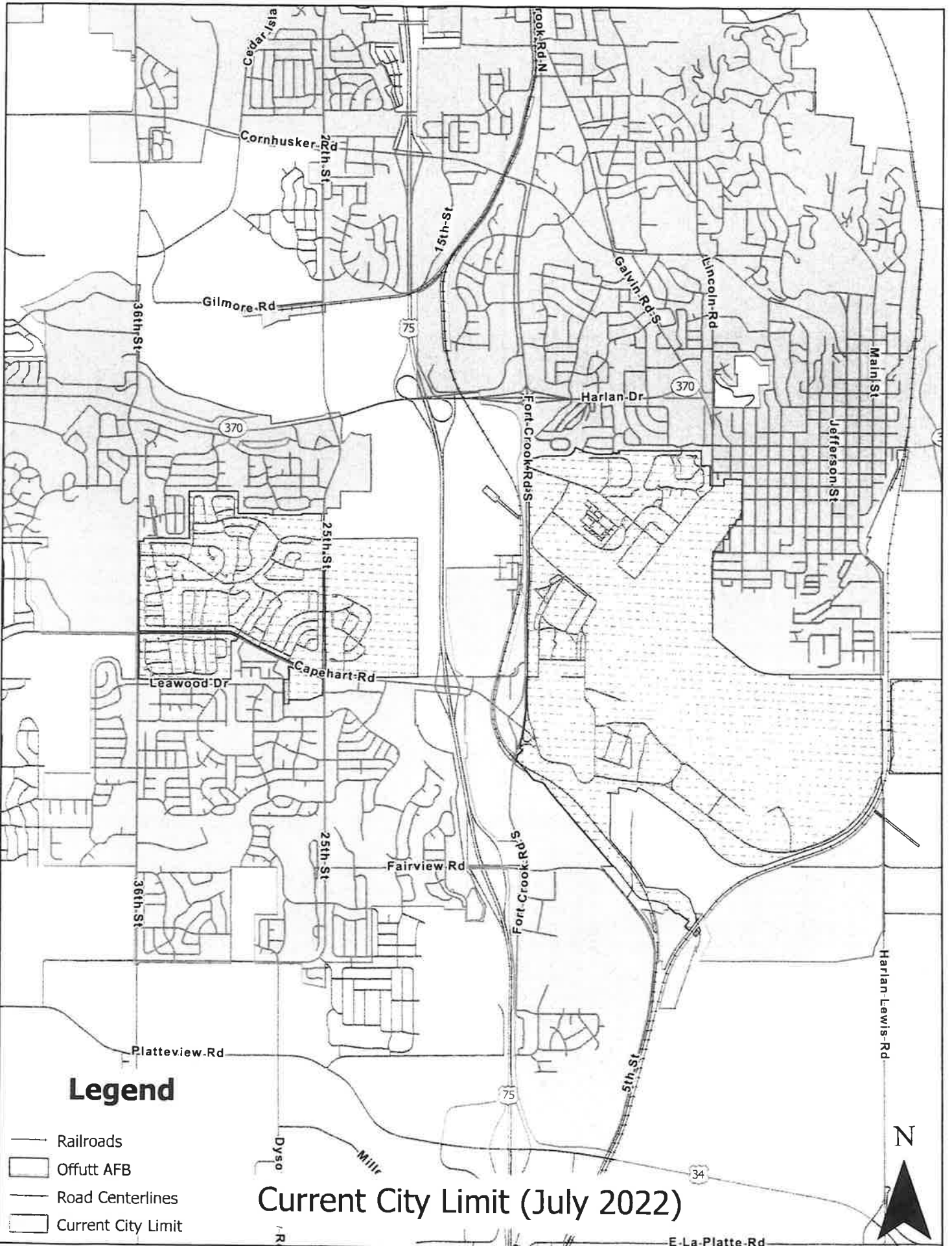
Railroad Right of Way adjacent to road ROW (and existing city limits) abutting Tax Lot 11 in the NE1/4 of Sec 14, Twn 13, Rng 13 along with Railroad Right of Way abutting Tax Lots 2A and 2B in said 1/2 section along with Railroad Right of Way running through Tax lot 1 in said 1/4 section, as well as Railroad Right of Way adjacent to road ROW (and existing city limits) abutting Tax Lot 12 in the SE1/4 of Sec 14, Twn 13, Rng 13 on the West and Tax Lot 6 (and existing city limits) on the East, having a South boundary of a line parallel with the South boundary of said Tax Lot 6.

Together Containing approx. 22.02 acres.

Legend

- +— Railroads
- Legal Lot
- Offutt AFB
- Road Centerlines
- - - Current City Limit
- ▭ PLSS Quarter Sections



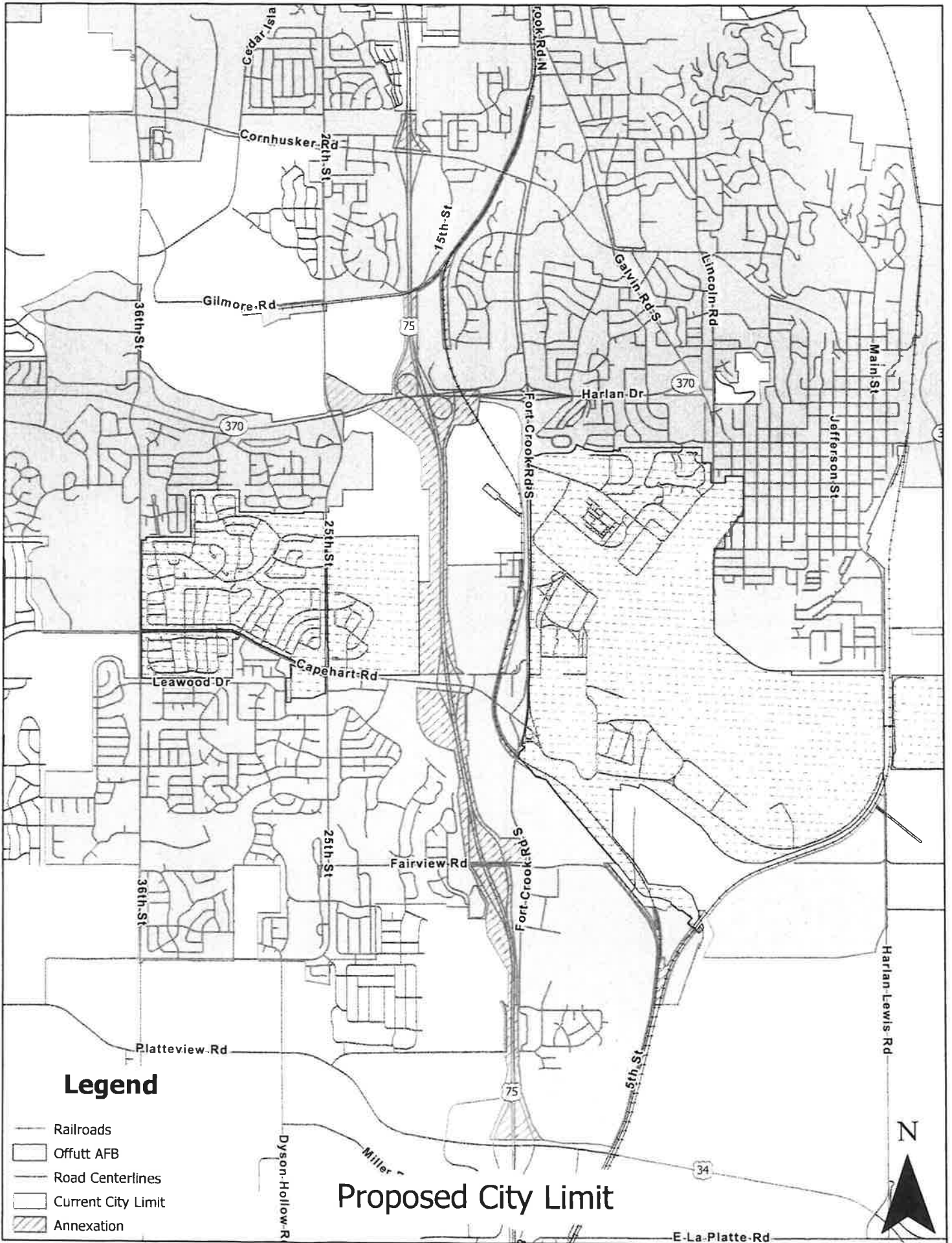


Legend

- Railroads
- ▨ Offutt AFB
- Road Centerlines
- ▬ Current City Limit

Current City Limit (July 2022)





ORDINANCE NO. 4112

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

An Area of State Right of Way covering US Highway 75, North of Cornhusker Road, in the NE and NW 1/4s of Sec 27, Twn 14, Rng 13, currently surrounded by Bellevue City Limits, more accurately described as follows: Area is bounded on the East by the West boundary of Sunnyview Estates Subdivision and West boundary of Thunderbird Plaza Replat Subdivision, on the West by the East boundary of Cornhusker Retail Center Subdivision and the East boundary of Tax Lot 2A, on the South by the current city limit, which is also a line from the Southwest corner of Thunderbird Plaza Replat Subdivision to the Southeast corner of Cornhusker Retail Center Subdivision, and on the North by the current city limit, which is also a line from the Northeast corner of Tax Lot 2A to the Northwest corner of Sunnyview Estates Subdivision. Containing approx. 14.23 acres, and

An Area of State Right of Way covering US Highway 75, North of Capehart Road, Secs 27 and 34, Twn 14, Rng 13 and Sec 3, Twn 13, Rng 13, more accurately described as follows: beginning at the Southwest corner of Tax Lot 15 in the SE 1/4 of Sec 3, Twn 13, Rng 13, then Northerly on the West boundary of the following legal lots: Tax Lot 15, Tax Lot 14 (East of HWY 75), Tax Lot 11 (East of HWY 75), the W1/2 of the SE1/4 of Sec 34, Twn 14, Rng 13 (AKA Parcel #010458573), thence Easterly from the Northwest corner of last said lot to the Northeast corner of Parcel #010458573, thence northerly across existing RR ROW to the Northwest corner of Parcel #011592190. Then continuing North then West along existing city limit to a point which is basically the center point of Sec 34, Twn 14, Rng 13. Thence North to the NW corner of the SW1/4 of the NE1/4 of Sec 34, Twn 14, Rng 13, thence East to the Southwest corner of Tax Lot 10 in the NE1/4 of Sec 34, Twn 14, Rng 13, thence North along the West boundary of said Tax Lot 10 to the NW corner of the NE1/4 of Sec 34, Twn 14, Rng 13. Continuing North along the West boundary of Tax Lot 8A in the SE1/4 of Sec 27, Twn 14, Rng 13 to the Northwest corner of said TL 8A, thence continuing North across existing RR ROW, to a point on the West line of the SE1/4 of Sec 27, Twn 14, Rng 13 that intersects existing city limit, thence Westerly along said city limit (and across Hwy 75) to a point, which is also the Southeast corner of Willow Springs Subdivision. Turning Southerly from this point to cross existing RR ROW to the Northwest corner of Tax Lot 10 in the SW1/4 of Sec 27, Twn 14, Rng 13, continuing Southerly along the East boundary of said TL 10 to the Northeast corner of the NW1/4 of Sec 34, Twn 14, Rng 13 (AKA Parcel #011039132), continuing Southerly along the East boundary of said Parcel #011039132 (which is also the West boundary of the HWY 75 ROW), to the Southeast corner of said Parcel #011039132, thence West along the South boundary to the Southwest corner of said Parcel #011039132. From said point, continuing West across 25th Street to a point on the East boundary of TL 1A1B in the NE1/4 of Sec 33, Twn 14, Rng 13, thence Southerly along the East boundary of said TL 1A1B as well as TL 3BA and the following two Tax Lots in the SE1/4 of Sec 33, Twn 14, Rng 13: TL 5A1A and TL B1B, to the Southeast corner of said TL B1B. Thence Easterly along existing city limit to the corner of existing city limit at the intersection of HWY 370 and 25th Street, thence Southeasterly to the Northwest corner of Tax Lot A in Sec 34, Twn 14, Rng 13, thence Easterly along the North boundary of said TLA to the Northeast corner of said TLA, thence East and South along the North and East boundaries of Tax Lot 12 to a point on the South line of Sec 34,

Twn 14, Rng 13, thence East to the Northeast corner of Tax Lot 11 (West of HWY 75) in Sec 03, Twn 13, Rng 13, thence South along the Western ROW of HWY 75 to the South line of the NE1/4 of Sec 03, Twn 13, Rng 13, thence West to the NW corner of said NE1/4 of Sec 03, Twn 13, Rng 13, thence South along the West line of said NE1/4 of Sec 03, Twn 13, Rng 13 to a point of existing city limit, which corresponds to the SE corner of Parcel #010628959, thence Easterly along said city limit and across HWY 75 to the point of beginning. Containing approximately 241.82 acres, and

An Area of State Right of Way covering US Highway 75, South of Capehart Road, in Sec 10, Twn 13, Rng 13 and Sec 11, Twn 13, Rng 13, currently surrounded by Bellevue City Limits, more accurately described as follows: Beginning at the Northeast corner of the Tregaron Replat 1 Subdivision (also the West ROW line of HWY 75), thence Southerly along the East border of said subdivision, Tax Lot 12 in the NW1/4 of Sec 10, Twn 13, Rng 13, the Tregaron Subdivision, and the Williamsburg Plaza Replat One Subdivision to a point on the Fairview Road ROW, which is also existing city limit, thence East on said existing city limit line across HWY 75, to a point of existing city limit which is also the intersection of the Fairview Road ROW and Fort Crook Road South ROW, thence Northerly and West along said Fort Crook ROW to the Southwest corner of Tax Lot 14 in the SE1/4 of Sec 10, Twn 13, Rng 13, thence Northerly along the West boundary of said TL14, Papillion Sanitation Industrial Park, Butterfield's Subdivision, and the abutting 13th Street ROW to a point of existing city limit which is at the intersection of said 13th Street ROW and Capehart Road ROW, thence Westerly along Capehart Road ROW (and existing city limit) to the point of beginning. Containing approx. 103.32 acres, and

An Area of State Right of Way covering US Highway 75, North of US Highway 34, in Sec 23, Twn 13, Rng 13; Sec 14, Twn 13, Rng 13; Sec 15, Twn 13, Rng 13; and Sec 22, Twn 13, Rng 13, more accurately described as follows: Beginning at the Southwest corner of Tax Lot 14B in the NW1/4 of Sec 23, Twn 13, Rng 13, thence Northerly along the west boundary of said TL14b, as well as TL9B and TL9A1 (also the East ROW boundary of HWY 75 and existing city limit), thence continuing Northerly along the West boundary of Twin Valley Church Replat 1 Addition and the West boundary of Fort Crook Road South ROW (and existing city limit) to a point of intersection with the South boundary of Fairview Road ROW (and existing city limit), thence Westerly and Southerly on said South boundary of Fairview Road ROW to the Northeast corner of Colonial Pointe At Fairview Replat One Subdivision, thence Southerly on the East boundary of said subdivision, as well as the East boundary of the following; Colonial Pointe At Fairview Subdivision and Tax Lot 2C and Tax Lot 3 in the NE1/4 of Sec 15, Twn 13, Rng 13, thence continuing Southerly on the East boundary of Tax Lot 4 in the SE1/4 of Sec 15, Twn 13, Rng 13, crossing the Platteview Road ROW to the Northeast corner of Tax Lot 19A1A1A in the NE1/4 of Sec 22, Twn 13, Rng 13, continuing Southerly on the East boundary of said TL19A1A1A, as well as Lot 1, Hike Addition Subdivision and Tax Lot 21 in same NE1/4 to the Southeast corner of said TL21 thence Easterly on the HWY 34 ROW across HWY 75 to the point of beginning. Containing approximately 104.42 acres, and

An Area of Railroad Right of Way, North of Cornhusker Road, in Sec 23, Twn 14, Rng 13 and Sec 26, Twn 14, Rng 13, more accurately described as follows: A hole in the existing city limit North of Cornhusker Road, West of Cornhusker Pointe Subdivision, East of Cornhusker Pointe Replat Two, Cornhusker Pointe Replat One, Avery North Replat II, Avery North Replat I, Avery north, and Bellevue Storage Addition Subdivisions. Containing approx. 6.19 acres, and

An Area of Railroad Right of Way, South of Cornhusker Road, in Sec 27, Twn 14, Rng 13 and Sec 34, Twn 14, Rng 13, more accurately described as follows: A hole in the existing city limit South of Cornhusker Road, West of Twin Ridge Subdivision, East of Wolf Creek Subdivision and North and East of Tax Lot 8A in the SE1/4 of Sec 27, Twn 14, Rng 13 and East of Tax Lot 10 in the NE1/4 of Sec 34, Twn 14, Rng 13. Containing approx. 20.85 acres, and

An Area of Railroad Right of Way, in Sec 03, Twn 13, Rng 13; Sec 02, Twn 13, Rng 13;

Sec 10, Twn 13, Rng 13; and Sec 11, Twn 13, Rng 13, more accurately described as follows: Two holes in the existing city limit beginning along the East boundary of Butterfield's Subdivision and the West boundary of Fort Crook Road South, following the Railroad ROW North across Capehart Road and Shilling Drive up to and ending at an East/West line parallel to the North line of Lot 4, Block 1 of Zurcher's Subdivision. Together Containing approx. 18.81 acres, and

An Area of Railroad Right of Way, in Sec 14, Twn 13, Rng 13, more accurately described as follows: Railroad Right of Way adjacent to road ROW (and existing city limits) abutting Tax Lot 11 in the NE1/4 of Sec 14, Twn 13, Rng 13 along with Railroad Right of Way abutting Tax Lots 2A and 2B in said 1/2 section along with Railroad Right of Way running through Tax lot 1 in said 1/4 section, as well as Railroad Right of Way adjacent to road ROW (and existing city limits) abutting Tax Lot 12 in the SE1/4 of Sec 14, Twn 13, Rng 13 on the West and Tax Lot 6 (and existing city limits) on the East, having a South boundary of a line parallel with the South boundary of said Tax Lot 6. Together Containing approx. 22.02 acres, and

ARE CONTINGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall be in full force and be effective on January 4th, 2023.

ADOPTEED by the Mayor and City Council this 20th day of December, 2023.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
12/20/2022

COUNCIL MEETING DATE: 11/15/2022		SUBMITTED BY: City Administrator		Community Development Director	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Ordinance amending the Economic Development Program for the City of Bellevue.

SYNOPSIS/BACKGROUND:

In November of 2014, Bellevue voters approved the establishment of an Economic Development Program as outlined in this Article. In November of 2022, Bellevue voters voted to amend certain provisions of the Economic Development Program as outlined further in the plan. The goals of the Bellevue, Nebraska, Economic Development Program support the development of new jobs, attract a variety of new businesses, broaden the tax base, generate employment opportunities, attract new capital investment, expand the labor market and the retention of existing jobs for the citizens of Bellevue by promoting development within the corporate limits of the City of Bellevue and its extra-territorial jurisdiction (ETJ). This expands the jurisdiction for the program to all of the City and its ETJ instead of being limited only to the Hwy 34 Corridor.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Ordinance and authorize the Mayor to sign.

ATTACHMENTS:

- | | | |
|--|--|-------------------------|
| 1. <input type="text" value="Ordinance 4113"/> | 2. <input type="text" value="Amended Plan"/> | 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. Buehler

[Signature]

[Signature]

**AMENDED
PROPOSED
BELLEVUE NEBRASKA
ECONOMIC DEVELOPMENT PROGRAM**

December 20, 2022 – APRIL 30, 2040

Mayor: Rusty Hike

Council Members:

**Jerry McCaw
Kathy Welch
Paul Cook
Thomas Burns
Don Preister
Richard Casey**

City Administrator: Jim Ristow

City Attorney: Bree Robbins

Community Development Director: Mark Elbert

Overview:

Nebraska's voters enacted a constitutional amendment in November 1990 granting cities and villages the power to use local sources of revenue for economic or industrial projects and programs. In 1991, the Unicameral implemented this amendment with the passage of Legislative Bill 840, the Local Option Municipal Economic Development Act.

The Local Option Municipal Economic Development Act is based on the premise that communities should use their tax dollars in ways that best meet local needs. While ongoing planning processes in many cities and villages have identified development, job creation and increased economic opportunity as their highest priority for the future, a variety of constitutional and legislative prohibitions kept them from investing local public funds in development programs. The removal of these limitations gives municipalities greater latitude in determining and acting upon local needs.

As communities have witnessed population declines and the loss of younger people, they have thought about their futures and the types of actions and investments needed to reverse these past trends. At the same time, smaller villages and cities are beginning to realize a period of significant opportunity. In a period of uncertainty, complexity and growing concern about the problems and quality of urban life, including cost and relative safety, the advantages offered by the smaller communities have become uniquely attractive. Concurrently, the revolution in information and communication technology as well as goods distribution has reduced the necessity of businesses locating in large metropolitan areas. As a result, it is increasingly possible to operate a significant business in growth areas outside of major urban areas.

Economic Development Strategy:

The City of Bellevue's community and economic development strategy involves building on our strengths to promote the expansion of existing industries and the accompanying creation and retention of jobs and to recruit new industries and new jobs to the community. The principal strategy is directed at maintaining a good quality of life, building a strong workforce, developing community resources, attracting new capital investment, broadening the community's tax base and ensuring economic stability and viability for the City of Bellevue.

Economic diversification will continue to be a critical priority for the City of Bellevue. Offutt Air Force Base continues to be a great asset to the community, but the need to increase other industries to the community is necessary to diminish the reliance the community has with the base's economic impact. Diversification will be strengthened by the recruitment of new business from outside and development of new businesses from inside the city. An economic development program can establish the city as a nurturing environment for small and large businesses alike and provide economic opportunity. This atmosphere, in turn, will encourage people with skills and ideas to move or return to Bellevue to live and do business as well as retain current residents.

In addition to recruitment, Bellevue can create job opportunities by helping existing businesses in the city to expand their markets and compete more successfully. The successful marketing of

Bellevue as a center for opportunity is important to Bellevue's effort to expand its labor force and attract new residents.

The City of Bellevue recognizes that the attraction of new business and industry to a community, or the expansion of existing business or industry, takes place in a very competitive marketplace. In order to keep Bellevue as competitive as possible in that marketplace, the community will strive to use financial and human resources available in a partnership with federal, state, municipal and private sources.

Statement of Purpose, General Intent and Goals:

The City of Bellevue implemented an Economic Development Program beginning May 1, 2015 (hereinafter "2015 Program"). It is the intent of the City of Bellevue to amend the 2015 Program and implement an Economic Development Program herein that encompasses the entire city limits and the entire extra-territorial jurisdiction (ETJ) for the City of Bellevue, as may be amended by annexation or other ordinance.

The Economic Development Program as amended herein shall have the following purpose and goals:

- Create new jobs
- Generate employment opportunities
- Attract a variety of new businesses
- Attract new capital investment
- Broaden the tax base
- Expand the labor market

In addition to soliciting input for the development of this program, an effort has been made to ensure consistency with other plans and goals of the City of Bellevue. The City of Bellevue's Comprehensive Plan was previously reviewed and revised.

The objective of the Comprehensive Plan is to promote the health, safety and general welfare of the City by providing harmonious development and proper arrangements of streets and utilities. The plan also calls for adequate sanitary facilities and for the reduction of flood damage potential to the greatest extent possible.

The Economic Development Program as amended herein and implemented by the City of Bellevue will compliment and further the goals of the Comprehensive Plan and other economic development goals of the City of Bellevue..

Eligible Activities:

The eligible economic activities of the Economic Development Program as amended herein are those activities within the corporate limits for the City of Bellevue as well as its extra-territorial jurisdiction from time to time permitted by Nebraska statute or authorized by the Mayor and City Council, including, but not limited to, the following activities: direct loans or grants to qualifying

businesses, including loans and grants for fixed assets or working capital or both; loan guarantees for qualifying businesses; expenditures or grants for public works improvements, site development and infrastructure improvements which are essential to the location or expansion of, or the provision of new services by, qualifying businesses, the construction of buildings to be leased or sold to said businesses, or the development of public facilities; the purchase of, or obtaining, renewing or extending options to purchase, real estate, including commercial, industrial and public sites; grants or loans for job training; and the issuance of bonds as provided for in the Act. Land to be purchased, either directly or through options, may be within or outside the corporate limits of the City of Bellevue.

The Local Option Municipal Economic Development Act has been changed in several Legislative sessions since it was signed into law on June 3, 1991. It is reasonable to assume the law will change during the course of Bellevue's Economic Development Program. This program is written with the intent that future changes to the Act which are beneficial to the City and citizens of Bellevue are expressly included in this Program; provided, however, any such changes shall not expand the Program beyond the boundaries as established herein without a vote of the citizens of the City of Bellevue.

The eligible economic activities of the Economic Development Program are further described as follows:

- (a) Purchase of Land: As a part of the program, the City of Bellevue may purchase real property or options on real property when such property is located within the corporate limits of the City of Bellevue or its ETJ. The Program Administrator shall be responsible for recommending real property purchases to the Mayor and City Council following review of available real property which meets the goals and strategies of this Economic Development Program and reporting the same to the Mayor and City Council. The City shall comply with all statutory requirements when purchasing real property. Proceeds from the sale of real property purchased pursuant to the Economic Development Program shall be returned to the City of Bellevue's Economic Development Fund for future use.
- (b) Construction or Financing of Infrastructure Improvements: As a part of the program, the City of Bellevue may make expenditures or grants for public works improvements, site development and infrastructure improvements which are essential to the location or expansion of, or the provision of new services by, qualifying businesses. Such infrastructure improvements may include, but not be limited to, expanding water lines, sanitary sewer lines, storm sewers, pump stations, electrical utilities, gas utilities and access to transportation routes, including public roads, rail lines and the Missouri River. Any expenditures for access to transportation shall specifically include installation of railroad tracks, railroad crossings, rail switch stations and docks or piers for loading and unloading barges and other river transportation vessels.
- (c) Loan Fund: The City may establish a loan fund under the Economic Development Program to assist businesses located (or locating) within the corporate limits of the

City of Bellevue or its ETJ. The loan fund shall be organized and operated as determined by the City of Bellevue based on loan or financing programs from time to time offered business ventures by the Small Business Administration (or other federal government agency identified by the City of Bellevue in the event the Small Business Administration ceases to exist, be known by that name, or provide relevant loan or financing programs) (“SBA”) or the State of Nebraska. The particular requirements, conditions, standards and criteria of any loan or financing provided by the City of Bellevue under the loan fund shall be consistent with the relevant SBA or State of Nebraska loan or financing program on which the particular loan or financing provided by the City of Bellevue is based. The SBA or State of Nebraska requirements, standards, conditions or criteria will be the minimum applicable to the City of Bellevue loan fund with respect to the matters listed in (i) through (iv) below. The City of Bellevue can in any case impose additional or greater requirements, standards, criteria or conditions as determined under the circumstances appropriate; provided, however, any such changes shall not expand the ability to utilize the loan fund for businesses outside of the corporate limits of the City of Bellevue or its ETJ without a vote of the citizens of the City of Bellevue.

- (i) Types of financial assistance available, the maximum proportion of financial assistance that will be provided to any single qualifying business and the criteria used to determine the appropriate level of assistance;
- (ii) The criteria and procedures that will be used to determine the necessity and appropriateness of permitting a qualifying business to participate in the loan fund;
- (iii) The criteria for determining the time within which a qualifying business must meet the goals set for it under its participation agreement; and
- (iv) Standards for loan delinquency, declaration of default, and actions to be taken upon default (consistent with Neb. Rev. Stat. section 18-2720).

At the time a qualifying business applies to the City to participate in the loan fund, the business shall provide to the City appropriate documentation evidencing its negotiations with one or more primary lenders and the terms upon which it has received or will receive the portion of total financing which will not be provided by the City of Bellevue.

The investment strategies that the City will pursue to promote the growth of the loan fund while assuring its security and liquidity will be in accordance with applicable law. The Finance Director of the City of Bellevue will have primary responsibility for administration of loan servicing, unless other specified by the Mayor and City Council.

The loan fund will be administered in accordance with applicable law, including Neb. Rev. Stat. section 18-2720. The City of Bellevue does not at this time expect that any personnel or other assistance beyond regular City of Bellevue employees will be needed to assist in the administration of the loan fund. However, if the City Administrator at any time determines that additional personnel or assistance is needed, payment or reimbursement for the same shall not be provided from the loan fund unless otherwise approved by the voters of the citizens of the City of Bellevue.

The loan fund will be audited annually in conjunction with the audit of the Economic Development Program pursuant to Neb. Rev. Stat. section 18-2721. In addition, any applicant or recipient of lending or other financing from the loan fund is required to provide at its cost such financial statements, audits and access to books, records and statements as the City of Bellevue from time to time requests or requires. All applicants and recipients are deemed to agree to this condition by the submittal of an application under this Economic Development Program.

Qualifying Businesses:

A qualifying business shall mean any corporation, partnership, limited liability company or sole proprietorship located within (or locating within) the corporate limits of the City of Bellevue or its ETJ and which derives its principal source of income from any of the following:

- 1) The manufacturing of articles of commerce;
- 2) The conduct of research and development;
- 3) The processing, storage, transport or sale of goods or commodities which are sold or traded in interstate commerce;
- 4) The sale of services in interstate commerce;
- 5) Headquarter facilities relating to eligible activities as listed in this section;
- 6) Telecommunications activities;
- 7) Tourism-related activities;
- 8) Retail; and
- 9) Any other business deemed as a qualifying business in the Local Option Municipal Economic Development Act or through future action of the Nebraska legislature.

A qualifying business must be located within, or locating within, the corporate limits of the City of Bellevue or its ETJ. Eligible qualifying businesses may apply more than once and receive program benefits more than once.

Source of Funds, Length of Program, Preliminary Budget, Bonding Authority:

This section describes the source of funds and a preliminary budget for Bellevue's Economic Development Program. It is important to note that this budget must be developed annually and may be modified from time to time by the Bellevue City Council. In the field of economic

development, it is impossible to anticipate every condition or requirement. The City of Bellevue should maintain the flexibility to respond to specific requirements and opportunities on a short-term basis.

(a) Source of Local Option Funds: The City of Bellevue's source of public funds for this Economic Development Program will be the existing local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax from May 1, 2015 until April 30, 2035 which was approved by the voters of the City of Bellevue on or about November 4, 2014. Additional funds from other non-City sources will be sought beyond those derived from local sources of revenue, such as Tourism Grants.

(b) Length of Time the Program will Exist: The City of Bellevue's Economic Development Program which was approved by the voters of the City of Bellevue on or about November 4, 2014, will exist from May 1, 2015 until April 30, 2040. Miscellaneous revenues and funds, including but not limited to repayment of loans, return on investments, fees for activities such as loan guarantees, and sales proceeds from properties, may continue to be used for activities contained within this Economic Development Program during the life of this program.

(c) Preliminary Budget: The City of Bellevue shall establish an Economic Development Fund and shall contribute an amount not to exceed \$375,000 for any one-half year and \$750,000 per year beginning May 1, 2015 and ending April 30, 2035, as appropriated annually by the City Council. The annual amount of local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax to be placed into this fund shall be included in the City of Bellevue's budget each year and approved by the Bellevue City Council. Any proceeds from the issuance of bonds to provide funds to carry out this Economic Development Program and any proceeds from land or building sales associated with this Economic Development Program shall be deposited in this fund. The City of Bellevue shall not transfer or remove funds other than for the specific uses outlined in this program during the life of this program. The minimum expenditure in any one year shall not exceed the amount contributed for that year plus any surplus funds from previous years plus any non-City source of funds available.

(d) Bond Authority: Following a public hearing, the Bellevue City Council may authorize the issuance of bonds to carry out this Economic Development Program. Future contributions of local option City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax to the Economic Development Fund shall be used to pay off these bonds.

(e) Separate Development Fund: The City of Bellevue shall establish a separate Economic Development Fund pursuant to Neb. Rev. Stat. section 18-2718. Any funds derived from local sources of revenue for the program, earnings from the investment of such funds, any loan payment, any proceeds from the sale by the City of assets purchased by the City under the Economic Development Program, or any other money received by the City by reason of the Economic Development Program or any other funds from non-City sources, shall be deposited into the Economic Development Fund. Any proceeds from the issuance and sale of bonds to provide funds to carry out the Economic Development Program, except for refunding bonds pursuant to Neb. Rev. Stat. section 18-2732, shall also be deposited into the Economic Development Fund. Except upon termination of the Economic Development Program as set forth herein, money in the

Economic Development Fund shall not be deposited in the general fund of the City of Bellevue and the City of Bellevue shall not transfer or remove funds from the Economic Development Fund nor shall they be co-mingled with any other City of Bellevue funds. In no event shall money in the Economic Development Fund, or in the general fund of the City of Bellevue after being transferred from the Economic Development Fund, be utilized for purposes falling outside of the this plan without a vote of the citizens of the City of Bellevue.

(f) Investment of Funds: Any money in the Economic Development Fund, not currently required or committed for purposes of the Economic Development Program, shall be invested as provide in Section 77-2341 of the Revised Statutes of Nebraska.

(g) Disposition of Funds on Termination: In the event the Economic Development Program is terminated, the balance of the money in the Economic Development Fund, not otherwise committed by contract under the program, shall be deposited in the general fund of the City of Bellevue for future use for economic development purposes. Any funds received by the City of Bellevue, by reason of the Economic Development Program, after the termination of such program, shall be transferred from the Economic Development Fund to the general fund of the City of Bellevue. The Economic Development Fund shall not be terminated until such time as all projects and contracts related to the program have been finally completed and all funds related to them fully accounted for, with no further City of Bellevue action required, and after completion of the final audit.

(h) Termination of Program: When the Economic Development Program is terminated, the governing body of the City of Bellevue shall, by resolution, certify the amount of money to be transferred from the Economic Development Fund to the general fund of the City of Bellevue and the amount that it is anticipated will be received by the City of Bellevue between such time and final audit of the Economic Development Fund pursuant to Neb. Rev. Stat. section 18-2718.

(i) Continuation of Program: If, after five full budget years following initiation of the approved Economic Development Program, less than fifty percent (50%) of money collected from local sources of revenue is spent or committed by contract, the governing body of the City of Bellevue shall place the question of the continuation of the City of Bellevue's Economic Development Program on the ballot at the next regular election.

(j) Audit of Funds: The City of Bellevue shall provide for an annual, outside, independent audit of the Economic Development Program, by a qualified auditing business. The auditing business shall not, at the time of the audit or any period during the audit, have any contractual or business relationship with any qualifying business receiving funds or assistance under the Economic Development Program, or any financial institution directly involved with a qualifying business receiving funds or assistance under the Economic Development Program. The result of such audit shall be filed with the City of Bellevue Clerk and made available for public review during normal business hours. Every applicant or recipient under the Economic Development Program agrees by submitting an application under the Program to provide at its cost such financial statements, audits and access to books, records and statements as the City of Bellevue from time to time requests or requires.

Administrative Process:

The City of Bellevue or its designee shall administer the program. The Mayor of Bellevue and the Bellevue City Council will develop a Citizen Advisory Review Committee (the "Committee") to administer the application process of the program. The Committee shall consist of five (5) residents from the City of Bellevue who shall be appointed by the Mayor of Bellevue subject to approval from the Bellevue City Council. At least three (3) members of the Committee shall have expertise in the field of business, finance or accounting. The Mayor of Bellevue, with the approval of the Bellevue City Council, will designate an appropriate City Official to assist in the administration of the Economic Development Program and also serve on the Citizen Advisory Review Committee as an ex-officio member. The City Official will be responsible for providing assistance, information and advice on the Economic Development Program. Also serving on the Citizen Advisory Review Committee as an ex-officio member will be the City Administrator, who will serve as the Economic Development Program Administrator.

The City of Bellevue may contract with other entities to provide staffing and other support services to assist the Citizen Advisory Review Committee in the administration of the program.

The Citizen Advisory Review Committee will meet to review applications on an as needed basis; they will also meet on a quarterly basis to review the progress of the Economic Development Program. The committee will report its findings and suggestions to the Bellevue City Council on no less than a semi-annual basis.

The Bellevue City Council may assign additional responsibilities to the Committee as necessary to carry out the Economic Development Program or program changes as dictated by changing project needs and economic conditions.

Application Process:

To be considered for financial assistance through Bellevue's Economic Development Program, applicants must provide the following information:

- 1) A detailed description of the proposed project, including an address or legal description for the proposed project.
- 2) A business plan that includes employment and financial projections, current financial statements, financing requirements for the project and total projected costs.
- 3) A complete City of Bellevue Local Option Municipal Economic Development Program application.

In determining eligibility, additional information may be requested.

The Citizen Advisory Review Committee will review applications in the order they are received. Approval/disapproval of an application will be based on project feasibility and the potential future economic benefit that the project will provide to the community.

Applications that are approved by the Citizen Advisory Review Committee will be subject to a financial verification process. The financial verification process will be completed prior to the application being presented to the Bellevue City Council for approval.

After the Citizen Advisory Review Committee approves an application and the financial verification process is complete, the application will be presented to the Bellevue City Council for approval. The Bellevue City Council will use the same qualification requirements as the Citizen Advisory Review Committee used for the initial approval process. Upon approval, the Bellevue City Council will provide a suitable timeframe to disburse funds that meet the requirements of the applicant, provided that proper execution of the agreements are made between the applicant and the City of Bellevue.

Administration of Economic Development Program:

It is the intent of the program that the majority of the funds are used to support eligible activities and that only a minimal amount is spent on administrative costs. The administration of this program will be shared by three separate entities. The entities are as follows:

(a) Program Administrator: The Program Administrator shall be the City Administrator or his/her designee. The Program Administrator:

1. Will be responsible for the day-to-day operations of the program;
2. Will assist applicants and recruit potential applicants;
3. Will serve as an ex-officio, non-voting member of the Advisory Committee; and
4. Will provide the Citizen Advisory Review Committee with all necessary advice and information.

(b) Citizen Advisory Review Committee:

1. The Citizen Advisory Review Committee will be comprised of five (5) residents from the City of Bellevue. The Mayor of Bellevue will appoint the committee members after receiving approval from the Bellevue City Council. Committee members may not be elected or appointed officials, employees of the City of Bellevue, an official or employee of any qualifying business receiving financial assistance under this Economic Development Program or an official or employee of any financial institution participating directly in the Economic Development Program. The Committee will have at least three (3) individuals with expertise or experience in the field of business, finance or accounting. The Committee will have the City Administrator serving as an ex-officio member.
2. The Committee will meet as needed to review and approve/disapprove applications using the standard criteria set forth previously in the application process. The Committee will also meet on a quarterly basis to review the progress of the Economic Development Program. The Committee will present findings and suggestions to the Bellevue City Council on no less than a semi-annual basis.

(c) Bellevue City Council:

1. Will have final authority on expenditure of funds in support of the economic development program.
2. Will approve the membership of the Citizen Advisory Review Committee.
3. Will have ultimate responsibility for the Economic Development Program.

Confidentiality, Laws and Regulations:

To ensure applicant confidentiality, the following measures will be instituted and enforced:

1. Each member of the Citizen Advisory Review Committee (including ex-officio members) and the Project Administrator will sign a "Statement of Confidentiality".
2. An applicant's business and financial information will be available to the Citizen Advisory Review Committee during the approval/disapproval process only. After the approval/disapproval process, the City Clerk will keep all permanent files and records. Access to these files and records will be limited and on a need to know basis only.

The City Attorney, in conjunction with the Citizen Advisory Review Committee, will establish procedures to ensure that the municipality and the qualifying business are meeting all applicable laws, regulations and requirements. These procedures are subject to review and approval by the Bellevue City Council.

Severability

If any section, subsection, sentence, clause or phrase of the Economic Development Program is, for any reason, held to be unconstitutional, unenforceable or invalid, such unconstitutionality, unenforceability or invalidity shall not affect the constitutionality, enforceability or validity of the remaining portions of the Program. The Mayor and City Council of the City of Bellevue hereby declare that they would have passed this Program and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional, unenforceable or invalid.

ORDINANCE NO. 4163

AN ORDINANCE TO AMEND ARTICLE IX TO CHAPTER 11 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE ECONOMIC DEVELOPMENT PROGRAM FOR THE CITY OF BELLEVUE, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Article IX of Chapter 11 of the Bellevue Municipal Code is hereby amended to read as follows:

ARTICLE IX. ECONOMIC DEVELOPMENT PROGRAM

Sec. 11-141. Economic Development Program—Overview.

Nebraska's voters enacted a constitutional amendment in November 1990 granting cities and villages the power to use local sources of revenue for economic or industrial projects and programs. In 1991, the Unicameral implemented this amendment with the passage of Legislative Bill 840, the Local Option Municipal Economic Development Act.

The Local Option Municipal Economic Development Act is based on the premise that communities should use their tax dollars in ways that best meet local needs. While ongoing planning processes in many towns have identified development, job creation and increased economic opportunity as their highest priority for the future, a variety of constitutional and legislative prohibitions kept them from investing local public funds in development programs. The removal of these limitations gives municipalities greater latitude in determining and acting upon local needs.

As communities have witnessed population declines and the loss of younger people, they have thought about their futures and the types of actions and investments needed to reverse these past trends. At the same time, smaller towns and cities are beginning to realize a period of significant opportunity. In a period of uncertainty, complexity and growing concern about the problems and quality of urban life, including cost and relative safety, the advantages offered by the smaller communities have become uniquely attractive. Concurrently, the revolution in information and communication technology as well as goods distribution has reduced the necessity of businesses locating in large metropolitan areas. As a result, it is increasingly possible to operate a significant business in growth areas outside of major urban areas.

Sec. 11-142. Same—Economic Development Strategy.

In November of 2014, Bellevue voters approved the establishment of an Economic Development Program as outlined in this Article. In November of 2022, Bellevue voters voted to amend certain provisions of the Economic Development Program as outlined in this Article. The goals of the Bellevue, Nebraska, Economic Development Program support the development of new jobs,

attract a variety of new businesses, broaden the tax base, generate employment opportunities, attract new capital investment, expand the labor market and the retention of existing jobs for the citizens of Bellevue by promoting development within the corporate limits of the City of Bellevue and its extra-territorial jurisdiction (ETJ). The success of the Program will be measured by the number of jobs created and retained as well as income improvement for the length of the Program. The goals will be achieved, in part, by constructing infrastructure improvements (or providing grants for others to construct such improvements), establishing a loan fund for use by qualified businesses, and generally promoting development within the City of Bellevue or its ETJ. The Program will be implemented and monitored in accordance with the State of Nebraska's Local Option Municipal Economic Development Act.

Sec. 11-143. Same—Establishment and appropriation of funds.

The City of Bellevue shall establish an Economic Development Program described herein by appropriating annually from local sources of revenue an estimated \$375,000 per one-half year and \$750,000 per year in fiscal years 2015-2016 (one-half (1/2) fiscal year), 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035 and 2035-2036 (one-half (1/2) fiscal year) for purposes of promoting economic development within the corporate limits of the City of Bellevue and its ETJ. Additional funds from other non-City sources will be sought beyond those derived from local sources of revenue.

Sec. 11-144. Same—Source of funds; duration of program; years for collection of funds; total amount of funds to be collected.

- (a) The source of funds shall be (i) any existing City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax as designated by the City Council, and (ii) any future increases of City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax as may be approved by the voters; and any bonding as may be deemed necessary.
- (b) The length of time that the Program shall be in existence will be twenty-five (25) years beginning May 1, 2015. Miscellaneous revenues and funds, including but not limited to repayment of loans, return on investments, fees for activities such as loan guarantees, and sales proceeds from properties, may continue to be used for activities contained within this Economic Development Program during the life of this program.
- (c) Collection of funds for the Program shall be on all taxable sales beginning on May 1, 2015, and shall end on April 30, 2035 (twenty years).
- (d) The total amount to be collected is estimated to be \$750,000 per year in fiscal years 2015-2016 (one-half (1/2) fiscal year), 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035 and 2035-2036 (one-half fiscal year), with the revenue being allocated to the Economic Development Program as outlined herein. The one-half fiscal years shall be only one-half of the estimate to be collected.

Section 2. This Ordinance shall take effect and be in full force and effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of the ordinance by the city council.

ADOPTED by the Mayor and City Council this _____ day of December 2022.

ATTEST:

Mayor

City Clerk

First Reading November 15, 2022

Second Reading December 6, 2022

Third Reading December 20, 2022

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE IX TO CHAPTER 11 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE ECONOMIC DEVELOPMENT PROGRAM FOR THE CITY OF BELLEVUE, NEBRASKA; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. Article IX of Chapter 11 of the Bellevue Municipal Code is hereby amended to read as follows:

ARTICLE IX. ECONOMIC DEVELOPMENT PROGRAM

Sec. 11-141. Economic Development Program—Overview.

Nebraska's voters enacted a constitutional amendment in November 1990 granting cities and villages the power to use local sources of revenue for economic or industrial projects and programs. In 1991, the Unicameral implemented this amendment with the passage of Legislative Bill 840, the Local Option Municipal Economic Development Act.

The Local Option Municipal Economic Development Act is based on the premise that communities should use their tax dollars in ways that best meet local needs. While ongoing planning processes in many towns have identified development, job creation and increased economic opportunity as their highest priority for the future, a variety of constitutional and legislative prohibitions kept them from investing local public funds in development programs. The removal of these limitations gives municipalities greater latitude in determining and acting upon local needs.

As communities have witnessed population declines and the loss of younger people, they have thought about their futures and the types of actions and investments needed to reverse these past trends. At the same time, smaller towns and cities are beginning to realize a period of significant opportunity. In a period of uncertainty, complexity and growing concern about the problems and quality of urban life, including cost and relative safety, the advantages offered by the smaller communities have become uniquely attractive. Concurrently, the revolution in information and communication technology as well as goods distribution has reduced the necessity of businesses locating in large metropolitan areas. As a result, it is increasingly possible to operate a significant business in growth areas outside of major urban areas.

Sec. 11-142. Same—Economic Development Strategy.

In November of 2014, Bellevue voters approved the establishment of an Economic Development Program as outlined in this Article. In November of 2022, Bellevue voters voted to amend certain provisions of the Economic Development Program as outlined in this Article. The goals of the Bellevue, Nebraska, Economic Development Program support the development of new jobs,

attract a variety of new businesses, broaden the tax base, generate employment opportunities, attract new capital investment, expand the labor market and the retention of existing jobs for the citizens of Bellevue by promoting development ~~within the corporate limits of the City of Bellevue and its extra-territorial jurisdiction (ETJ). along the new Highway 34 corridor.~~ The success of the Program will be measured by the number of jobs created and retained as well as income improvement for the length of the Program. The goals will be achieved, in part, by constructing infrastructure improvements (or providing grants for others to construct such improvements), establishing a loan fund for use by qualified businesses, and generally promoting development ~~within the City of Bellevue or its ETJ. of the new Highway 34 corridor as an industrial area.~~ The Program will be implemented and monitored in accordance with the State of Nebraska's Local Option Municipal Economic Development Act.

Sec. 11-143. Same—Establishment and appropriation of funds.

The City of Bellevue shall establish an Economic Development Program described herein by appropriating annually from local sources of revenue an estimated \$375,000 per one-half year and \$750,000 per year in fiscal years 2015-2016 (one-half (1/2) fiscal year), 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035 and 2035-2036 (one-half (1/2) fiscal year) for purposes of promoting economic development within ~~the corporate limits of the City of Bellevue and its ETJ. the Highway 34 Corridor District.~~ Additional funds from other non-City sources will be sought beyond those derived from local sources of revenue.

Sec. 11-144. Same—Source of funds; duration of program; years for collection of funds; total amount of funds to be collected.

- (a) The source of funds shall be (i) any existing City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax as designated by the City Council, and (ii) any future increases of City Sales and Use Tax, Lodging Tax, Occupancy Tax and Real Estate Tax as may be approved by the voters; ~~and any bonding as may be deemed necessary.~~
- (b) The length of time that the Program shall be in existence will be twenty-five (25) years beginning May 1, 2015. Miscellaneous revenues and funds, including but not limited to repayment of loans, return on investments, fees for activities such as loan guarantees, and sales proceeds from properties, may continue to be used for activities contained within this Economic Development Program during the life of this program.
- (c) Collection of funds for the Program shall be on all taxable sales beginning on May 1, 2015, and shall end on April 30, 2035 (twenty years).
- (d) The total amount to be collected is estimated to be \$750,000 per year in fiscal years 2015-2016 (one-half (1/2) fiscal year), 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035 and 2035-2036 (one-half fiscal year), with the revenue being allocated to the Economic

Development Program as outlined herein. The one-half fiscal years shall be only one-half of the estimate to be collected.

Section 2. This Ordinance shall take effect and be in full force and effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of the ordinance by the city council.

ADOPTED by the Mayor and City Council this _____ day of December 2022.

ATTEST:

Mayor

City Clerk

First Reading November 15, 2022

Second Reading December 6, 2022

Third Reading December 20, 2022

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
12/20/2022

COUNCIL MEETING DATE: 12/06/2022		SUBMITTED BY: Ashley Decker - HR Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Compensation Ordinance

SYNOPSIS/BACKGROUND:

With the voter passage of Nebraska Initiative 433, and the need to post for our seasonal positions for upcoming winter break interviews, we are updating the ordinance to reflect the anticipated changes to Nebraska minimum wage as set in §48-1203.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the updated compensation ordinance to reflect the new minimum wage set in Nebraska by anticipated changes to 48-1203.

ATTACHMENTS:

- | | | |
|----------------------------|-------------------------|-------------------------|
| 1. Redlined Ordinance 4119 | 2. Measure 433 | 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:





Full Text of Proposed Measure 433

OBJECT STATEMENT: The object of this petition is to amend Nebraska's minimum wage law to increase the state minimum wage from nine dollars (\$9.00) per hour to ten dollars and fifty cents (\$10.50) per hour on January 1, 2023, to twelve dollars (\$12.00) per hour on January 1, 2024, to thirteen dollars and fifty cents (\$13.50) per hour on January 1, 2025, and to fifteen dollars (\$15.00) per hour on January 1, 2026, to be adjusted annually thereafter to account for increases in the cost of living.

Proposed Text of Statutory Initiative Petition

(underscored language indicates added language, ~~strike through~~ indicates language being removed)

TEXT: FOR AN ACT relating to the Wage and Hour Act; to amend sections 48-1203, Revised Statutes Cumulative Supplement, 2020; to change the minimum wage as prescribed; and to repeal the original section.

Be it enacted by the people of the State of Nebraska,

Section 1. Section 48-1203, Revised Statutes Cumulative Supplement, 2020, is amended to read:

48-1203 (1) Except as otherwise provided in this section and section 48-1203.01, every employer shall pay to each of his or her employees a minimum wage of:

~~(a) Seven dollars and twenty five cents per hour through December 31, 2014;~~

~~(b) Eight dollars per hour on and after January 1, 2015, through December 31, 2015; and~~

~~(e) (a) Nine dollars per hour on and after January 1, 2016, through December 31, 2022;~~

(b) Ten dollars and fifty cents per hour on and after January 1, 2023 through December 31, 2023;

(c) Twelve dollars per hour on and after January 1, 2024, through December 31, 2024;

(d) Thirteen dollars and fifty cents per hour on and after January 1, 2025, through December 31, 2025; and

(e) Fifteen dollars per hour on and after January 1, 2026, through December 31, 2026.

(2) The minimum wage established in subdivision (1)(e) of this section shall be increased on January 1, 2027, and on January 1 of successive years, by the increase in the cost of living. The increase in the cost of living shall be measured by the percentage increase, if any, as of August of the previous year over the level as of August of the year preceding that year in the consumer price index for all urban consumers (CPI-U) for the Midwest Region, or its successor index, as published by the U.S. Department of Labor, or its successor agency, with the amount of the

minimum wage increase rounded up to the nearest multiple of five cents. No later than October 15 of each year, commencing October 15, 2026, the Nebraska Department of Labor shall calculate and publish the minimum wage rate that will take effect the following January 1.

(3) For persons compensated by way of gratuities such as waitresses, waiters, hotel bellhops, porters, and shoeshine persons, the employer shall pay wages at the minimum rate of two dollars and thirteen cents per hour, plus all gratuities given to them for services rendered. The sum of wages and gratuities received by each person compensated by way of gratuities shall equal or exceed the applicable minimum wage rate provided in subsection (1) or (2) of this section. In determining whether or not the individual is compensated by way of gratuities, the burden of proof shall be upon the employer.

(4) Any employer employing student-learners as part of a bona fide vocational training program shall pay such student-learners' wages at a rate of at least seventy-five percent of the minimum wage rate which would otherwise be applicable.

Section 2. Original section 48-1203, Revised Statutes Cumulative Supplement, 2020, is repealed.

ORDINANCE NO. 411~~40~~

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 41104097; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

<u>Job Classification</u>	<u>Range</u>
As established in Contract	By Contract

B. Bellevue Professional Management Association (Management and Professional)

<u>Grade</u>	<u>Range</u>
As established in Contract	By Contract

<u>Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Clerk	\$5,665 - \$8,164
Treasurer	\$305 - \$385

<u>Unclassified</u>	<u>Range (monthly)</u>
Ambulance Billing Account Manager	\$4,980 - \$6,684
Assistant City Attorney	\$ 6,848 - \$10,119
City Attorney	\$8,750 - \$11,364
Community Development Director	By Contract
Community Relations Media Coordinator	\$5,866 - \$7,925
Acctg, Reporting & Compliance Manager	\$6,458 - \$ 9,032
Deputy Director Parks & Rec	\$ 5,935 - \$ 8,642
Finance Director	\$7,942 - \$ 11,248
Fire Chief	\$8,304 - \$ 11,534
Human Resources Generalist	\$4,241 - \$ 6,488
Human Resources Director	\$7,108 - \$ 10,662
Manager of Engineering Services	\$7,353 - \$ 10,057
Library Director	\$7,190 - \$ 9,887
Planning Manager	\$6,315 - \$ 8,693
Police Chief	\$8,708 - \$12,012

Public Works Director	\$8,538 - \$11,813
Public Works Engineer II	\$6,238 - \$8,791
Risk Manager	\$5,562 - \$7,498

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$22.09 - \$30.38
	Executive Secretary	\$26.57 - \$36.69
	Emergency Medical Services Supervisor	\$40.16 - \$51.56
	Human Resources Assistant	\$22.60 - \$30.61
	Sr. HRIS/Payroll Specialist	\$23.90 - \$32.97

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year.

Section 3. Bellevue Police Officers Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$8,041 - \$ 10,482

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$12.00 - \$16.75
Youth Baseball Supervisor	\$12.00 - \$16.75
Recreation Activities Supervisor	\$12.00 - \$16.75
Track Supervisor	\$12.00 - \$16.75
Tennis Supervisor	\$12.00 - \$16.75
Swimming Pool Managers	\$11.00 - \$13.00
Head Lifeguards	\$11.00 - \$12.00
Lifeguards	\$10.50 - \$11.00
Concession Workers	\$10.50 - \$11.00
Youth Baseball/Softball Umpires	\$10.50 - \$13.00
Track Club Coaches	\$10.50 - \$13.00
Parks Workers	\$10.50 - \$14.00

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

Unclassified Part-Time Positions

Range (hourly)

Part-Time Administrative Intern Position: ~~\$10.50~~ to \$12.00

Section 8. That Ordinance ~~41104097~~ is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10. That this Ordinance shall be published in pamphlet form.

Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS _____ day of _____, 2023.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
12/20/2022

COUNCIL MEETING DATE: December 20, 2022		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request for a Conditional Use Permit for Lot 2, Bellevue Business Park Replat VI, to allow for the construction of an automobile repair shop. Applicant: Dennis R. Schworer, LLC. General Location: South 10th Street and Alberta Avenue.

SYNOPSIS/BACKGROUND:

Dennis R. Schworer, LLC is requesting approval of a Conditional Use Permit (CUP) for Lot 2, Bellevue Business Park Replat VI, for the purpose of an automobile repair shop. The applicant has submitted a site plan showing the proposed building location. Mr. Schworer will also use the location for storage of his personal company vehicles. This is a permitted use under the Flex (FX) district only with a conditional use permit and site plan approval.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval.

ATTACHMENTS:

1. PC Recommendation Sheet	2. Staff Report	3. CUP Agreement
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Dennis R. Schworer, LLC

CASE #: CUP-2210-05

CITY COUNCIL HEARING DATE: December 20, 2022

REQUEST: for a conditional use permit for 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, for the purpose of an auto repair shop.

On November 17, 2022, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

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

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Hankins						Aerni
	Ritz						Bennett
	Sims						Ackley
	Cutsforth						
	Jacobson						
	Perrin						

Planning Commission Hearing (s) was held on: November 17, 2022

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: CUP-2210-05

FOR HEARING OF:

REPORT #1: November 17, 2022

REPORT #2: December 20, 2022

I. GENERAL INFORMATION

A. APPLICANT:

Dennis R. Schworer, LLC
417 Ridgewood Drive
Bellevue, NE 68005

B. PROPERTY OWNERS:

Dennis R. Schworer, LLC
417 Ridgewood Drive
Bellevue, NE 68005

C. GENERAL LOCATION:

South 10th Street and Alberta Avenue

D. LEGAL DESCRIPTION:

Lot 2, Bellevue Business Park Replat VI, located in the Northeast ¼ of Section 22, T14N, R13Ehte 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Conditional Use Permit for Lot 2, Bellevue Park Replat VI.

F. EXISTING ZONING AND LAND USE:

FX, Flex Space/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval for a conditional use permit request to allow for the construction of an automobile repair shop.

H. SIZE OF SITE:

The site is approximately 9.10 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property is currently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RS-84 (across Cary Street)
- 2. **East:** Light Manufacturing, ML
- 3. **South:** Light Manufacturing, ML
- 4. **West:** Residential Estates, RE/Vacant; AG, and Single Family Residential, RS-120

C. RELEVANT CASE HISTORY:

- 1. On June 28, 2004, the City Council approved a change of zone from RG-20-PD to BGH for Lot 2, Bellevue Business Park Replat VI. Along with the change of zone, a conditional use permit for the purpose of an auto body repair shop was also approved.
- 2. On February 16, 2021, the City Council approved a request to rezone Lot 2, Bellevue Business Park Replat VI, from AG to FX, for the purpose of flex development.
- 3. On November 17, 2022, the Planning Commission recommended approval of the applicant's request for a conditional use permit for Lot 2, Bellevue Business Park Replat VI, to allow for an auto repair shop.

D. APPLICABLE REGULATIONS:

- 1. Section 5.26, Zoning Ordinance, regarding FX uses and requirements.
- 2. Article 6, Zoning Ordinance, regarding Conditional Use Permits.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as flex space.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. The property currently has access from Albert Avenue on the south. No access will be allowed to unimproved Cary Street on the north until such time as Cary Street is improved to city standards.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Dennis R. Schworer, LLC has submitted a request for a conditional use permit for Lot 2, Bellevue Business Park Replat VI, for the purpose of an automobile repair shop.
2. The property is presently vacant and covered in vegetation. Mr. Schworer states he would like to use the site for vehicle repair and storage of his personal and company vehicles. Under the FX district, this use is permitted only with a conditional use permit and site plan approval.
3. The applicant has submitted a site plan showing his proposed building, which will be located at the southern end of the property. The site plan shows the building to be approximately 9,600 square feet in size. Based on the size of the building, the Zoning Ordinance requires 24 parking spaces. The site plan shows 30 spaces will be provided.
4. A six-foot privacy fence will surround the rear parking area to allow for the temporary placement of vehicles being repaired and stored. This is in compliance with the requirements of Article 9 of the Zoning Ordinance for landscaping, screening, and fencing requirements.

5. The applicant has submitted a landscape plan which conforms to the requirements of the zoning ordinance.
6. The applicant intends to access the property from Alberta Avenue on the south. Access will not be allowed to Cary Street until such time as Cary Street is improved to city standards.
7. The southernmost portion of the property is within the 100-year or 500-year flood plain. FEMA's preliminary updated floodplain maps show the risk in the southeastern portion of the property will be decreased from a 1% annual chance of flood hazard (effective) to no flood risk (preliminary). These maps will likely be effective within the next 12 months. Development within the flood plain will require a Flood Plain Development Permit. An elevation certificate will be required as well.
8. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Engineer, Sarpy County Administrator, Sarpy County Planning Department, Sarpy County Surveyor, 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.

Public Works Engineer Matt Knight requested technical revisions to the site layout plan, site grading plan, site utilities plan, and landscaping plan. The applicant's surveyor has since satisfied these comments.

No other comments were received in this case.

9. The Future Land Use Map of the Comprehensive Plan shows this property as flex space.
10. The applicant will have to meet the minimum requirements of Section 8.12, Zoning Ordinance, for design standards as part of the building permit process.
11. Per Section 6.06, the Zoning Ordinance requires no conditional use permit shall be granted unless the Planning Commission or City Council has found:
 - 6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.
 - 6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.

6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.

6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.

6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.

6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.

6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.

6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.

6.06.11 The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.

The Planning Department believes this application meets the criteria for approval of the Conditional Use Permit.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

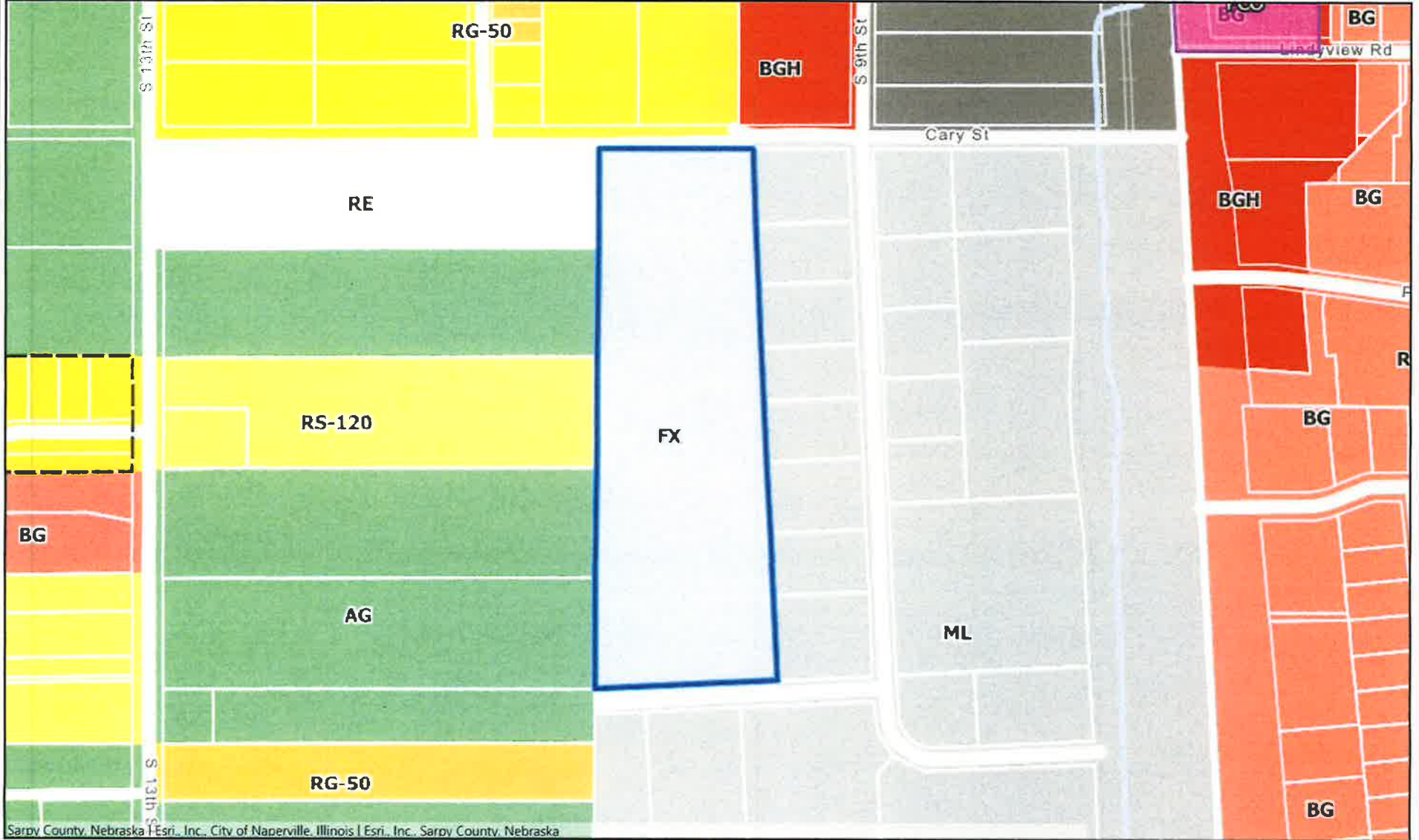
1. Zoning Map
2. 2020 GIS aerial
3. Justification letter received October 19, 2022
4. Site Plan received December 2, 2022
5. Landscape Plan received November 7, 2022
6. Conditional Use Permit Agreement

VII. COPIES OF REPORT TO:

1. Dennis R. Schworer, LLC
2. Public Upon Request


Assistant Planning Manager

 12/12/22
Planning Manager Date of Report



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



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





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



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





Honda Cars of Bellevue
510 Fort Crook Rd North
Bellevue, NE 68005
402-734-3330
Fax 402-734-8451



Schworer Volkswagen
3301 Schworer Drive
Lincoln, NE 68504
402-435-3300

dschworer@hondacarsofbellevue.com

Dennis R. Schworer
President

OCTOBER 4, 2022

ANGELA CURRY
ASSISTANT PLANNING MAMAGER
CITY OF BELLEVUE
1510 WALL STREET
BELLEVUE, ME 68005

ANGELA:

DON HEINE INFORMS ME THAT YOU NOW HAVE EVERYTHING YOU NEED
FOR THE SITE PLAN.

THE ONLY OTHER ITEM FROM ME IS A STATEMENT OF INTENDED USE.

HERE GOES:

THIS BUILDING WILL BE USED PRIMARILY FOR VEHICLE STORAGE---
MY COLLECTIBLE CARS AND COMPANY VEHICLES. SINCE I SOLD
THE OLD SATURN OF BELLEVUE BUILDING----I NEED TO REPLACE
SOME OF THE USES.

ALSO THE BUILDING IS SET UP TO DO VEHICLE REPAIR-----

LET ME KNOW IF YOU NEED ANY ADDITIONAL INFORMATION.

DENNIS 

CC- DON HEINE VIA E-MAIL

DON----PLEASE FWD THIS LETTER VIA E-MAIL TO ANGELA

RECEIVED
OCT 19 2022
PLANNING DEPT.

Record & Return To:
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
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

Conditional Use Permit for Dennis R. Schworer, LLC

This Conditional Use Permit issued this 20th day of December, 2022 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Dennis R. Schworer, LLC, (“Applicant”), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Dennis R. Schworer, LLC, is the legal owner of Lot 2, Bellevue Business Park Replat VI, located in the Northeast ¼ of Section 22, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 9.10 acres (“Property”). Applicant desires to use the Property for the purpose of an automobile repair shop and automobile storage; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the “Permit”).

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a “Permitted Use” or “Use”.

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
 - a. A site plan showing the Property’s boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit “A.”

- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
 - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and the opportunity to cure in the time and manner described below.
 - b. The Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
 - c. The Use shall be in compliance with all State of Nebraska regulations regarding the sale of automobiles. A copy of required license shall be provided to the Planning Department.
 - d. The applicant may maintain an automobile repair shop.
 - e. No access will be allowed to unimproved Cary Street on the north until such time as Cary Street is improved to city standards.
 - f. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
 - g. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance.
 - h. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
- a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.
 - c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the

same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

6. If any provisions, or any portion thereof, contained in this Permit are held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. The conditions and terms of this Permit shall be binding upon Applicant, its successors and assigns.

a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.

d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

Dennis R. Schworer, LLC
417 Ridgewood Drive
Bellevue, NE 68005

e. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

The City of Bellevue

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipal corporation, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and Deputy City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

Witness my hand and notarial seal this ____ day of _____, 2022.

Notary Public

Dennis R. Schworer

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Dennis R. Schworer signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2022.

Notary Public

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
12/20/2022

COUNCIL MEETING DATE: 12/20/2022		SUBMITTED BY: Mayor	
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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution 2022-38 to Approve the creation and by-laws of the Mayor's Youth Council.

SYNOPSIS/BACKGROUND:

The Mayor desires to create a Mayor's Youth Council to serve as the official voice for the youth in the Bellevue community and to help create a way for youth to become more involved in the local government. By passage of Resolution 2022-38, the City Council will approve the creation of the Mayor's Youth Council and its bylaws.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Resolution 2022-38.

ATTACHMENTS:

1. Resolution 2022-38	2. By-Laws	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:



RESOLUTION NO. 2022- 38

WHEREAS, the City of Bellevue and its Mayor and City Council understand the importance of civic engagement and involvement of its youth in the Bellevue Community.

WHEREAS, the City of Bellevue and the Mayor desire to create a Mayor’s Youth Council as a way to involve the youth in our community, to have a voice for our youth in the community, and to increase youth participation and involvement in local government.

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

1. The City hereby creates the City of Bellevue Mayor’s Youth Council effective on the date of the passage of this Resolution and continuing until the same is dissolved by formal resolution of the Bellevue City Council;
2. The formation of the first Mayor’s Youth Council will occur with the term beginning August 1, 2023 with applications being due May 1, 2023; and
3. The Mayor and City Council desire to adopt and approve the City of Bellevue Mayor’s Youth Council By-Laws attached hereto as **Exhibit “A”** which will be the guiding document for the Mayor’s Youth Council. This document may be amended by the Mayor’s Youth Council in the regular course of business by majority vote of the Mayor’s Youth Council.

ADOPTED AND APPROVED this _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

Exhibit “A”



CITY OF BELLEVUE MAYOR'S YOUTH COUNCIL BY-LAWS

Article 1: Name and Purpose

There is hereby created and established a Mayor's Youth Council in the City of Bellevue. The official title of the youth council herein described shall be the Mayor's Youth Council.

Article II. Purpose.

1. To serve as the official voice for the youth and to establish and provide youth input into all areas of concern and issues relating to youth to the City of Bellevue and its officials.
2. To encourage self-sufficiency, personal development, and self-esteem among the youth of the City of Bellevue.
3. To promote social, mental, physical, and emotional well-being among fellow youth.
4. To make recommendations to the city council on matters affecting youth in the community.
5. To increase youth participation and involvement in local government.
6. To seek and recommend ways to improve communication with students in area schools.
7. To organize and perform service projects or functions that benefit the Bellevue community.
8. To recommend the creation of recognition programs for youth.

Article III. Membership & Appointment

Section 1: The Mayor's Youth Council will consist of *up to* sixteen (16) members, appointed by the Mayor, that are residents of the City of Bellevue and engaged in study in grades 9 through 12. Members must possess a minimum 2.25 GPA. Members shall be representative of the following:

1. Four (4) members appointed from Bellevue East High School;
2. Four (4) members appointed from Bellevue West High School;
3. Four (4) members appointed from Bryan High School; and
4. Two (2) members appointed from private or home-schools.
5. Two (2) members appointed from a military family, regardless of school.

Members shall be residents of the City of Bellevue, regardless of what school they attend.

The Mayor will appoint up to six (6) liaisons as mentors to the youth council and to provide support and guidance to the Youth Council.

Article IV: Terms.

Members will serve terms August 1st of each calendar year and ending the following June 1st. Should a member transfer, graduate from high school or is no longer a resident of the City of Bellevue, the position will be deemed vacant. Members who are seniors in high school who graduate in May, shall hold office until June 1st despite their graduation. Members may re-apply every year with appointments and reappointments to be made in July of each year, provided they remain within the grade limits and GPA requirements qualifications for membership.

Article V: Application Process.

Members of the Mayor's Youth Council shall be chosen through an application process. Interested parties shall complete a simple application form that can be found on the City of Bellevue's Website (www.bellevue.net) under the Mayor Youth Council tab. Applications are due by May 1st of each year. The Mayor shall review the applications and invite selected students for an interview. Members are selected based on application and interview. Once the Mayor determines his appointments, he will make such appointment by confirming the same in writing to the applicant. Students who have served as a member must re-apply each year.

Article VI: Officers and Elections.

Section 1: Officers.

1. **Chairman:** The chairman presides at all meetings at which he/she is present.
 - a. The chairman has the right to vote.
 - b. The chairman has the exclusive right to recognize members, to open and close debate, to call for a vote, to resolve points of personal privilege and points of information, to bring the Council to order, to declare recess or adjournment, to rule a member out of order, to answer points of parliamentary inquiry, to appoint the members of a committee, to preside at meetings (create and follow order of business according to rules of parliamentary procedure), to restate/rephrase or instruct to restate/rephrase items, and to represent the Council or designate a member to represent the Council (except for elected representatives to other boards and commissions). This list is not exclusive.
 - c. The Chairman will make the required reports to the Bellevue City Council with the assistance of the Vice Chairman and Secretary.
2. **Vice Chairman:** The Vice Chairman assumes the title, rights, responsibilities, and limitations of the Chairman in the event that the Chairman is not present.

- a. When the Chairman is present, the Vice Chairman assumes the title, rights, responsibilities, and limitations of a normal member.
 - b. The Vice Chairman will make the required reports to the Bellevue City Council in conjunction with the Chairman and Secretary.
3. **Secretary:** The secretary is solely responsible for recording, storing, and making available to the public all of the essential documents of the Council, including minutes, propositions, "handouts," committee and representative reports, and these bylaws and procedural documents.
 - a. The secretary may procure assistance from others in performing his/her duties.
 - b. Upon direction of the Chairman, the Secretary is to produce, recite, or perform some other action regarding the essential documents of the Council.
 - c. Other than in his/her role in managing Council documents, the Secretary has no special title, rights, responsibilities, or limitations.
 - d. The Secretary is allowed to vote and make motions.
 - e. The Secretary will make the required reports to the Bellevue City Council in conjunction with the Chairman and Vice Chairman.

Section 2: Elections.

1. The Council shall elect officers and representatives at its first meeting following the annual appointment of members by the Mayor.
2. Candidates for each office must be nominated by a member or themselves.
3. Each candidate for a position shall be provided with the opportunity to address the Council prior to the election for that particular position.
4. Voting in Elections:
 - a. The candidate who receives a majority of the votes of all members fills each office.
 - b. In the event of a tie vote, the Mayor shall decide.
5. Each member may fill only one elected position of responsibility.
6. A member may decline nomination if he/she is so inclined.
7. Voting may be conducted by secret ballot upon the majority vote of the members present.

Article VII: Meetings.

1. The Council shall hold meetings once a month.
2. The membership will be polled at the beginning of the term to determine the best day and time for said meetings, but it is recommended that formal meetings be held on the second Tuesday of each month beginning at 6:00 p.m. or the second Saturday of each month beginning at 10:00 a.m.
3. Formal meetings will be held in the Council Chambers at Bellevue City Hall.
4. Meetings may be held more often if so agreed upon by a majority of the members of the Council.

5. Each meeting of the Council shall be conducted under the proper quorum of a majority of the members.
6. Meetings shall be public and the meeting time, date, and location shall be posted on the City Website designated for the Mayor's Youth Council. No formal publication shall be required.
7. Meetings shall follow the Robert's Rules of Order.
8. **Format:**
 - a. Council meetings open with the Chairman calling the meeting to order.
 - b. The Pledge of Allegiance shall be next on the meeting agenda.
 - c. Roll Call shall be taken by the Secretary.
 - d. The Chairman will then move to the Council agenda.
 - e. The Secretary will call each item on the agenda, reading its summary to the Council. The Chair will then call for discussion from Council members, followed by a vote on items that need Council action.
 - f. A Council meeting vote will consist of all members present. Votes will be by majority of members.
 - g. After all items have been considered and the agenda is complete, the Chairman will open the floor to any members who would like to make announcements, share information or bring up new business.
 - h. Mayor Youth Council Advisors may make announcements.
 - i. The Chairman will adjourn the meeting, upon Motion and Vote of the Council.

Article VIII: Council Activities

1. The members of the Council shall complete at least one community service project every 45 calendar days.
2. Sub Committees may be formed throughout the program year to work on specific projects.
3. The Council, by and through its Chairman, Vice Chairman and Secretary shall make quarterly reports to the Bellevue City Council as a "Special Presentation" regarding the progress and happenings of the Council.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
12/20/2022

COUNCIL MEETING DATE: 12/20/2022		SUBMITTED BY: Ashley Decker	
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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Repealing City's temporary pandemic sick leave policy

SYNOPSIS/BACKGROUND:

The City had been utilizing additional paid sick leave for employees, introduced when sub-variants had begun to surge. Since that time there have been declines in illness as well as widespread availability of vaccines and boosters. Employees are given sick leave and as such, it is not needed to continue the voluntary Pandemic Sick Leave policy that the City implemented.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Resolution 2022-39, repealing Resolution No. 2022-02 effective January 1, 2023.

ATTACHMENTS:

1. 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





RESOLUTION NO. 2022-39

WHEREAS, the City of Bellevue, Nebraska, adopted Emergency Resolution No. 2022-02 (attached as Exhibit "A") regarding Pandemic Sick Leave for employees of the City of Bellevue.

WHEREAS, the City of Bellevue finds that the Pandemic Sick Leave resolutions previously adopted are no longer necessary.

WHEREAS, the City of Bellevue wishes to repeal Emergency Resolution No. 2022-02 effective January 1, 2023.

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

The Bellevue City Council hereby repeals Emergency Resolution No. 2022-02 with an effective date of January 1, 2023.

ADOPTED AND APPROVED this _____ day of December, 2022.

Mayor

ATTEST:

City Clerk

EMERGENCY RESOLUTION NO. 2022-02

PANDEMIC SICK LEAVE

WHEREAS, pursuant to Nebraska Revised Statutes a City of the First Class has the power to do all acts on relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Nebraska Revised Statutes, the powers of the City as a body are exercised by the Mayor & City Council; and,

WHEREAS, the Mayor & City Council has the authority to adopt ordinances, resolution and other regulations, which shall have the force and effect of law; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 16-405, in cases of riots, infectious diseases, or other impending danger, or any other emergency requiring its immediate operation, such ordinance shall take effect upon the proclamation of the mayor immediately upon its first publication; and

WHEREAS, an emergency ordinance has been created adding Section 14-11 of the Bellevue Municipal Code pertaining to pandemic sick leave; and,

WHEREAS, said Emergency Ordinance gave power to the City Administrator, as chief executive officer of the City, the responsibility of proper administration of Pandemic Sick Leave; and,

WHEREAS, said Emergency Ordinance gave power the City Administrator to adopt and implement a Pandemic Sick Leave Policy that governs the standard operating procedures, practices and guidelines for all employees, including part-time employees, to benefit from pandemic sick leave.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the following Pandemic Sick Leave Policy shall be implemented effective October 1, 2021:

All employees, excluding temporary/seasonal workers, shall be provided paid leave to cover an absence of up to **eighty (80) hours** from work without loss of pay, to be known as Pandemic Sick Leave (PSL), in addition to any days already earned as regular sick time.

Part-time employees shall receive pay to cover an absence of up to ten (10) normally scheduled workdays based upon their normally scheduled work hours.

For purposes of this policy, “normally scheduled” work days/hours shall be determined by the following:

1. Civilian part-time employees “normally scheduled” work days/hours will be determined by calculating the average number of hours worked in each week by the employee in the 26 weeks preceding the request for PSL.
2. Fire department part-time employees “normally scheduled” work days/hours will be determined by the shifts that they are missing that were previously bid on in the scheduler.

In order to be eligible for using PSL days, the employee must have one or more of the following qualifying events:

1. the employee’s medical diagnosis of a qualifying pandemic illness such as COVID-19;
or
2. the employee has an extenuating circumstance related to the pandemic illness. Any request for PSL under extenuating circumstances must be submitted to the City Administrator (or his/her designee) in writing for approval.

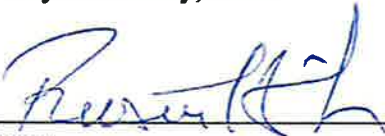
Any request for additional PSL days must be made in writing, accompanied by a physician’s statement that such additional time off is necessary for the recovery of the employee. Said request must be directed to the employee’s department Director who will forward same to the attention of the City Administrator. The City Administrator (or his/her designee) shall make all final decisions regarding the extension of PSL days and any such decision shall not be subject to the grievance procedure.

Any PSL days shall not be treated the same as a non-PSL sick day for purposes of pay and accumulation. PSL days are not eligible for payout at any time. PSL days from prior Resolutions are not eligible for carryover if they were not used in the 2020-2021 calendar years.

Return to work after illness: No employee shall return to work after a diagnosis of a pandemic illness until the employee has met all of the criteria of isolation duration as determined by the Centers for Disease Control and Prevention (CDC).

ADOPTED AND APPROVED this 18th day of January, 2022.





Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15c.
12/20/2022

COUNCIL MEETING DATE: December 20, 2022		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input checked="" type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve the City of Bellevue Affordable Housing Action Plan.

SYNOPSIS/BACKGROUND:

Per Neb. Rev. Stat. 19-5501, the city is required to adopt an Affordable Housing Action Plan by January 1, 2023. Hanna:Keelan was contracted to complete this plan. The proposed plan conforms to the statutory requirements.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department is recommending approval of this plan.

ATTACHMENTS:

1. 2. 3.

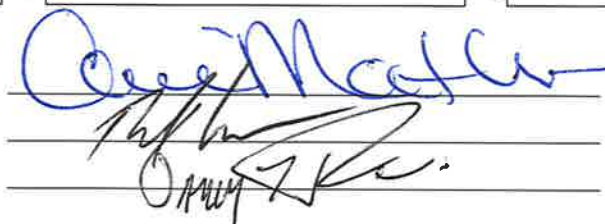
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



RESOLUTION NO. 2022-40

WHEREAS the City of Bellevue is a city of the first class and is subject to the terms and conditions of the Municipal Density and Missing Middle Housing Act (Neb. Rev. Stat. 19-5501 to 19-5506).

WHEREAS, the City of Bellevue caused to be prepared an Affordable Housing Action Plan for the City of Bellevue.

WHEREAS, the Affordable Housing Action Plan was presented to the City Council on December 20, 2022, for full consideration.

WHEREAS, the Affordable Housing Action Plan includes the following required information and is in compliance with the Act:

- a. Goals for the construction of new affordable housing units, including multifamily housing and middle housing, with specific types and numbers of units, geographic locations, and specific actions to encourage the development of affordable housing, middle housing, and workforce housing;
- b. Goals for a percentage of areas in the city zoned for residential use which permit the construction of multifamily housing and middle housing;
- c. Plans for the use of federal, state, and local incentives to encourage affordable housing, middle housing, and workforce housing, including the Affordable Housing Trust Fund, the Local Option Municipal Economic Development Act, tax-increment financing, federal community development block grants, density bonuses, and other nonmonetary regulatory relief; and
- d. Updates to the city's zoning codes, ordinances, and regulations to incentivize affordable housing.

WHEREAS, the Bellevue City Council desires to adopt the Affordable Housing Action Plan attached hereto and incorporated herein as **Exhibit "A"** as a separate plan for the City.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the City hereby adopts the Affordable Housing Action Plan attached hereto as **Exhibit "A"**.

ADOPTED AND APPROVED this 20th day of December 2022.

Mayor

ATTEST:

City Clerk

BELLEVUE, NEBRASKA

AFFORDABLE HOUSING ACTION PLAN – 2027/2032.

DECEMBER, 2022



H:K

HANNA:KEELAN
ASSOCIATES, PC

www.hannakeelan.com

Participants.

BELLEVUE, NEBRASKA

AFFORDABLE HOUSING ACTION PLAN – 2027/2032.

CITY ADMINISTRATOR

Jim Ristow

MAYOR

Rusty Hike

PLANNING MANAGER

Tammi Palm

BELLEVUE CITY COUNCIL

Thomas Burns

Rich Casey

Paul Cook

Kathy Welch

Don Preister

Jerry McCaw

AFFORDABLE HOUSING STEERING COMMITTEE

Tammi Palm

Angela Curry

Carolyn Pospisil

Doug Christensen

Bradley Elkjer

Rich Casey

Brian Kucks

Scott Hankins

Mark Westergard

Steve Kucirek

Mary Hawkins

Jim Hawkins

Leslie Miller

Piper Symington

Tanya Gifford

The **Bellevue, Nebraska Affordable Housing Action Plan (AHAP)** was prepared in partnership with the **City of Bellevue, Nebraska**, as well as both **public and private entities in Bellevue**. The **Housing Study** was completed with the guidance and direction of the **AHAP Steering Committee** and follows the requirements set forth in **Nebraska Legislative Bill 866**.

HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH

COMPREHENSIVE PLANS & ZONING * HOUSING STUDIES *
DOWNTOWN, NEIGHBORHOOD & REDEVELOPMENT PLANNING *
CONSULTANTS FOR AFFORDABLE HOUSING DEVELOPMENTS*

Lincoln, Nebraska 402.464.5383 *

* Becky Hanna, Tim Keelan, Keith Carl, Elvira Batelaan *

Bellevue, Nebraska Affordable Housing Action Plan – 2027/2032.

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SECTION 1

RESEARCH APPROACH & PLAN OBJECTIVES.

INTRODUCTION.

This **Affordable Housing Action Plan (AHAP)** provides statistical data and narrative identifying past, present and projected demographics, economic and housing conditions, local affordable housing needs/demand and specific initiatives for the promotion and development of affordable housing in the City of **Bellevue, Nebraska**, hereinafter referred to as the “**Bellevue AHAP**”. The **Plan** also includes the identification of potential future “**Affordable Housing Programs**” and the identification of local, State and Federal “**Funding Partners**” to assist in the affordable housing development process.

The Bellevue AHAP, adheres to the guidelines presented in *Nebraska Legislative Bill 866*, requiring all **Communities greater than 50,000 population** to prepare “**Affordable Housing Action Plans**” that promote the development of local affordable housing concepts/projects.

The **Bellevue AHAP** was conducted for the **City of Bellevue, Nebraska**, by **Hanna:Keelan Associates, P.C.**, a Nebraska based community planning and research consulting firm. A **Housing Steering Committee**, comprised of **City staff, local elected officials, realtors, builders, banking institutions and local citizens**, provided invaluable information throughout the development of the **Bellevue AHAP**.





RESEARCH APPROACH.

The **Bellevue AHAP** is comprised of information obtained from both public and private sources. All 2000 and 2010 demographic, economic and housing data for the Community were derived from the U.S. Census and the 2016-2020 American Community Survey. 2020 Census “Redistricting Data” is also documented. The projection of demographic, economic and housing data was completed by the Consultant with the use of these and secondary data sources. **Both, a five-year and 10-year projection of affordable “target” housing demand is included in this Plan.**

To facilitate effective planning and implementation activities, housing demand projections were developed for five and 10 year periods. The implementation period for this AHAP will be December, 2022, to December, 2032.

This **Bellevue AHAP** included both quantitative and qualitative research activities. The **qualitative activities** included a **comprehensive citizen participation program** consisting of Surveys, meetings with an “**AHAP Housing Steering Committee**” and hosting a series of “**Listening Sessions**” with specific housing stakeholders, major employers and the general public, all in an effort to understand the issues and needs of Bellevue residents. **Quantitative research activities** included the gathering of multiple sets of statistical and field data for the Community. The collection and analysis of this data allowed for the projection of the Community population and household base, income capacity and housing profile and demand.

PLAN OBJECTIVES.

“The purpose of the Bellevue AHAP is to establish a ‘housing vision’ and provide a ‘vehicle to implement’ housing development programs with appropriate public and private funding sources for the City of Bellevue, Nebraska. This will ensure that proper guidance is observed in the development of various affordable housing types for persons and families of all income sectors.”

The **Objectives** of this **Bellevue AHAP** include:

- (1) **analyze past and present housing trends** in Bellevue, with emphasis on determining the five- and 10-year demand for affordable housing for specific population groups, income sectors and price points (products);
- (2) identify future **land use needs/projections** associated with affordable housing needs, as well as demands for affordable housing in Bellevue;
- (3) determine the effectiveness of local Zoning Regulations, including recommended amendments/revisions that support the advancement of affordable housing in Bellevue;
- (4) **provide a process for educating and energizing the leadership** of Bellevue to take an active role in improving and creating modern and safe, both market rate and affordable, housing options;
- (5) identify program-specific affordable housing programs to address **the needs of the local workforce, the elderly and retirees, families of all sizes and income levels and persons with special needs by introducing new and innovative housing programs** that are a “fit” for Bellevue residents, to address both **immediate and long-term housing needs, with Place-Based Development Components; and**
- (6) identify **local, State and Federal funding sources** with the potential to support affordable housing development in Bellevue, Nebraska.

Section 1: Research Approach & Plan Objectives.

This **Bellevue AHAP** is prepared in a manner that thoroughly addresses all of the preceding **Objectives**. Public opinion, population and economic trends and projections and future housing needs are detailed in the following **Sections** of this **Plan**:

- ❖ **Citizen Participation Program.**
- ❖ **Bellevue Community Profile.**
- ❖ **Housing Unit Target Demand & Land Use Analysis.**
- ❖ **Housing Development & Preservation Initiatives.**
- ❖ **Affordable Housing Programs.**

This **Bellevue AHAP** should be utilized by City staff and elected leadership, Bellevue Housing Agency, Housing Foundation for Sarpy County, Bellevue Chamber of Commerce, Bellevue Public Schools, Grow Sarpy, Lift Up Sarpy County, housing development corporations and other important for-profit and non-profit groups and organizations in Bellevue and Sarpy County. This **Plan** will also make the use of housing funds more effective and encourage investors to make better informed decisions that target the Community's needs and desires for new housing types. All of this will result in stability and growth for the City of Bellevue, Nebraska.

SECTION 2 **CITIZEN PARTICIPATION PROGRAM.**

INTRODUCTION.

The **Bellevue AHAP** included both qualitative and quantitative research activities. Discussed in this **Section** is the comprehensive **citizen participation program** that was implemented to gather the opinions of the Bellevue citizenry and housing providers, builders and stakeholders, as well as local major employers regarding local housing issues and needs.

Planning for the Community’s future, as it relates to affordable housing, is most effective when it includes opinions from as many citizens as possible. The methods used to gather information from the citizens of Bellevue included **meetings with the Bellevue AHAP Steering Committee**, two important Surveys; a “**Community Housing Survey**” and a “**Workforce Housing Needs Survey**” and a series of “**Housing Listening Sessions**” with major employers, housing stakeholders/builders and the general public.

BELLEVUE AHAP STEERING COMMITTEE.

Preparation of the **Bellevue AHAP** included the input of a locally-based **Steering Committee**, comprised of City staff, elected officials, representatives of major employers and non-profit organizations and local citizenry representing the Community. The collaboration with this **Steering Committee** provided the Consultant with a foundation of knowledge to create **housing development and preservation initiatives** and a plan to implement recommended **Housing Development Programs** that addressed the housing interests of Bellevue. The following housing issues were identified by Steering Committee members and will need to be addressed during the next five and 10 years.

Section 2: Citizen Participation Program.

HOUSING ASSISTANCE.

- Rent and mortgage assistance offered to those affected by Covid-19 equaled \$1.8 Million, but there were a higher number of cost-burdened households post-Covid.
- Another program that offers assistance is Lift-Up Sarpy, whom served five to six families per week due to homelessness. In February, a Point-In-Time count revealed 74 individuals had been in contact with Lift-Up Sarpy regarding some level of need for housing.
- Developers have not been participating in local voucher programs for prospective tenants. The Bellevue Housing Agency estimates nearly 600 persons are on a wait list for affordable housing in Bellevue.



HOUSING NEED.

- There are issues for younger airmen and families looking for housing including needing to wait for months before appropriate housing is found as well as a lack of homeowner education among younger airmen. The majority of these younger airmen want housing as soon as possible and become cost-burdened. Military families have expressed interest in owning or renting duplex and townhome units.
- Duplex, triplex and four-plex housing units are being bought and rented as investment properties for renters. Another popular option has been maintenance-free living in rowhomes and attached single family homes.



Section 2: Citizen Participation Program.

- The most sought-after price range for housing is between \$150,000 and \$350,000. There is a demand for single family housing and a seller's market still exists. There are nearly 600 persons on the wait list for housing through the Housing Agency. This is due to an absence of housing combined with developers not participating in the Voucher programs.
- The 2019 flood also severely affected homelessness in Bellevue due to a lack of a system for emergency housing. Many families affected by the flooding were of lower incomes and have moved to other communities for housing.

ZONING.

- Land prices are extremely high, but Zoning codes are appropriate for density and could allow for lot costs to be reduced. PUDs are a detriment to proper development. Construction costs are also high in Bellevue.
- City staff identified a need to define Accessory Dwelling Units.

STUDENT HOUSING.

- There are no issues with the capacity of student housing, however developers have approached Bellevue University and price products have been too high for students. Some student housing is used to house very low-income families as part of an existing housing project that was purchased by the University.



Section 2: Citizen Participation Program.

COMMUNITY HOUSING SURVEY.

A Community-Wide “**Housing Survey**” was made available to households in in Bellevue on pertinent Community websites and social media outlets. A total of **526 Surveys** were completed and returned, providing valuable public information. **Survey** participants were asked to provide their opinion about barriers to obtaining affordable owner or rental housing, as well as specific housing types greatly needed throughout the Community. The following summarizes the results of the **Survey**. The complete results of the **Survey** are available in **Appendix I of this Plan**.

DEMOGRAPHICS.

- Gender: (525 total respondents)
 - 70.1 percent or 368 respondents identified as female.
 - 26.8 percent or 141 respondents identified as male.
 - 3.1 percent or 16 respondents preferred not to answer.

- Age: (527 total respondents)
 - 133 respondents (25.2%) were 35-44 years old.
 - 114 respondents (21.6%) were 55-64 years old.
 - 109 respondents (20.7%) were 45-54 years old.

RESIDENCY.

- Place of Residence: (528 total respondents)
 - Inside City of Bellevue Corporate Limits (84% or 444 respondents).
 - Other (7.6% or 40 respondents).
 - Rural/Unincorporated Sarpy County (4.4% or 23 respondents).
 - One mile or less from Bellevue (4% or 21 respondents).

- The majority (54.9%) of respondents that live outside the Corporate Limits of Bellevue want to move to the Community.

Section 2: Citizen Participation Program.

- The majority (37.1%) of respondents live in two-person households.
- Housing Type: (526 total respondents)
 - 384 respondents (73%) own a single-family house.
 - 56 respondents (10.6%) rent an apartment.
- The majority (66.2%) of respondents are satisfied with their current housing situation.
- The majority (67.9%) of respondents are planning to change their housing situation in the next five years.
 - Of those 311 respondents, the majority (23.2%) need larger housing, followed by (18.3%) a need for local affordable housing.

INCOME.

- Household Income: (510 respondents)
 - \$50K to \$74K (21.8% or 111 respondents).
 - Less than \$50K (21.4% or 109 respondents).
 - \$100K to \$149K (20% or 102 respondents).
- When asked what percent of their net family income was spent, annually, on housing (including rent/utilities, principle and interest payments, taxes, insurance), participants selected the following options: (514 total respondents)
 - 16%-30% with 166 respondents (32.3%).
 - 31%-40% with 115 respondents (22.4%).
 - ***An estimated 51 percent of respondents to this question identified paying more than 30 percent of their monthly income on housing costs, thus, being housing “cost-burdened.”***
- Monthly rent: (126 total respondents)
 - The majority (17.5%) of respondents paid \$801 to \$950.
 - The majority (20%) of respondents selected \$801 to \$950 as the maximum rent that they are able to afford.
 - 52 respondents (41.3%) pay more rent than they can afford.
 - An additional 50 respondents (39.7%) pay the maximum rent that they can afford.

Section 2: Citizen Participation Program.

- Monthly mortgage: (366 total respondents)
 - The majority (21.2%) of respondents paid between \$1,501 and \$2,000 followed by (20.9%) of respondents having paid in full.
- When asked whether they had experienced a loss of employment income/and or housing due to the Covid-19 pandemic, 121 respondents (23.1%) selected yes.

BARRIERS TO HOUSING.

- In the past 18 months, 55 respondents (10.6%) experienced homelessness or near homelessness.
- When asked what issues or barriers were present to obtaining affordable suitable housing for their household, **renters** selected the following: (123 total respondents)
 - Cost of rent (94.3% or 116 respondents).
 - Lack of availability of decent rental units (78% or 96 respondents).
 - Excessive application fees and/or rental deposits (50.4% or 62 respondents).
 - Condition of housing (48.8% or 60 respondents).
 - Attitude of landlords/neighbors (39.8% or 49 respondents).
- When asked what issues or barriers were present to obtaining affordable suitable housing for their household, **owners** selected the following: (260 total respondents)
 - Housing purchase price (58.1% or 151 respondents).
 - Cost of utilities (38.1% or 99 respondents).
 - Lack of sufficient homes for sale/housing choice (35.4% or 92 respondents).
 - Excessive down payments/closing costs (33.5% or 87 respondents).
 - Cost of homeowners insurance (33.5% or 87 respondents).
- When asked which housing types were most greatly needed in Bellevue, respondents selected the following: (1=not needed, 5=greatly needed).
 - Housing Choice for First Time Homebuyers with an average score of 4.1.
 - Single Family Housing with an average score of 3.8.
 - Rehabilitation of Renter-occupied housing with an average score of 3.5.

Section 2: Citizen Participation Program.

FUNDING/FINANCING PROGRAMS.

- When asked whether they would support using Local, State and Federal Grant Funds for various programs, participants supported the following:
 - Purchase, rehabilitate and resell vacant housing (80% Support).
 - Conduct an owner housing rehabilitation program (76.7% Support).
 - Establish a program to purchase and remove dilapidated houses to make affordable lots available for development (76.2% Support).
 - Provide down payment assistance to first-time homebuyers (72.2% Support).
 - Conduct a renter housing rehabilitation program (69.4% Support).

SERVICES FOR SENIORS.

- When asked to rate support services for Seniors in their Community, participants selected the following:
 - Highest Quality:
 - Law Enforcement with an average score of 3.06.
 - Volunteer Opportunities with an average score of 2.70.
 - Emergency Transportation with an average score of 2.59.
 - Lowest Quality:
 - Home repair/rehabilitation services with an average score of 2.02.
 - Case management/legal aid with an average score of 2.15.
 - Finance assistance/management with an average score of 2.15.
 - Aides for disabilities with an average score of 2.17.
- If you plan to change your housing situation in the next five years, which housing type would you be interested in? (133 total respondents: 55+ years old)
 - Single Family Home (59.4% or 79 respondents).
 - Purchase Townhome (27.8% or 37 respondents).
 - Rent Two-bedroom Apartment (15.8% or 21 respondents).

Section 2: Citizen Participation Program.

WORKFORCE HOUSING NEEDS SURVEY.

The City of Bellevue, in cooperation with major employers, conducted a **Workforce Housing Needs Survey** to determine the specific renter and owner housing needs of the Area's workforce. A total of **208 Surveys** were returned.

Survey participants were asked to provide information on such subjects as issues and barriers to obtaining affordable housing, place of employment, annual household income and in where participants would like to become either a homeowner or a renter. The following are highlights that were developed from the **Survey**. The complete **Survey** results are available in **Appendix I**.

EMPLOYMENT.

- Place of Employment: (180 total respondents)
 - Bellevue University (15% or 27 respondents).
 - Bellevue Public Schools (8.3% or 15 respondents).
 - Retired (6.7% or 12 respondents).
- Commute time: (191 total respondents)
 - Less than 10 minutes (28.3% or 54 respondents).
 - 10-20 minutes (25.7% or 49 respondents).
 - No commute/work from home (19.9% or 38 respondents).

INCOME.

- Household Income: (199 total respondents)
 - \$50K to \$74K (22.1% or 44 respondents).
 - Less than \$50K (20.1% or 40 respondents).
- Monthly Rent: (44 total respondents)
 - The majority (20.5%) of respondents paid between \$1,101 to \$1,250.
- Monthly Mortgage: (161 total respondents)
 - The majority (24.2%) of respondents have paid in full for their home followed by (18.6%) respondents paying between \$1,251 and \$1,500.

Section 2: Citizen Participation Program.

RESIDENCY/BARRIERS TO AFFORDABLE HOUSING.

- Place of Residence: (207 total respondents)
 - Inside City of Bellevue Corporate Limits (81.6% or 169 respondents).
 - Other (11.6% or 24 respondents).
 - Rural/Unincorporated Sarpy County (3.9% or eight respondents).
 - One mile or less from Bellevue (2.9% or six respondents).

- The majority (60.7%) of respondents are satisfied with their current housing situation.

- Future housing.
 - 60 respondents (41.4%) would like to purchase a home within the City of Bellevue Corporate Limits.
 - 117 respondents (77%) would like to purchase a single family home.

- When asked what issues or barriers were present to obtaining affordable suitable housing for their household, **renters** selected the following: (42 total respondents)
 - Cost of rent (97.6% or 41 respondents).
 - Lack of availability of decent rental units (73.8% or 31 respondents).
 - Cost of utilities (54.8% or 23 respondents).

- When asked what issues or barriers were present to obtaining affordable suitable housing for their household, **owners** selected the following: (123 total respondents)
 - Housing purchase price (59.3% or 73 respondents).
 - Lack sufficient homes for sale/housing choice (39.8% or 49 respondents).
 - Excessive down payments/closing costs (35% or 43 respondents).
 - Cost of utilities (34.1% or 42 respondents).

- When asked what amenities would make Bellevue a more attractive place to live or relocate, participants selected the following: (170 total respondents)
 - Leisure and Recreation activities (70% or 119 respondents).
 - Housing Choices (60.6% or 103 respondents).
 - Retail/Shopping (60% or 102 respondents).

Section 2: Citizen Participation Program.

HOUSING LISTENING SESSIONS.

The citizen participation program included **Housing “Listening Sessions”** with local housing developers/funders and non-profit organizations, local major employers and general citizenry. City staff and elected leadership were also in attendance. A total of three sessions were conducted at the Muller Administration Building on the Bellevue University campus. The following “consensus statements” highlight commentary from those in attendance at each of the three sessions.

- Employees working in Bellevue, specifically those with a \$15-\$20/hour wage, have a difficult time finding affordable housing. The development of housing, both owner and rental, with modern amenities and aimed at attracting persons and families of upper income has drastically increased the sale prices and monthly rents of existing housing units.
- There is a critical need for housing for independent living seniors in Bellevue. Much of the new housing stock created in Bellevue involves single family homes, generally sold at or above \$300,000. A development of small duplex, triplex and four-plex housing would prove very beneficial for Bellevue’s senior residents.
- A lack of developers interested in building in Bellevue creates issues with maintaining a healthy rate of housing development. Many cited flood and water issues, as well as high land costs as reasons why Bellevue is not an attractive location to build new housing.
- Existing special needs housing, especially older and dated units, is expensive to maintain and rehabilitate, resulting in many special needs populations finding appropriate housing in other nearby communities.
- Infill development of housing on existing vacant lots was identified as a priority for Bellevue. This initiative has had a high amount of support among the Bellevue City Council.
- Bellevue’s target demographic for housing should be among young professionals age 22 to 35 years, including military personnel stationed at Offutt Air Force Base. There is the potential for the United States Department of Defense to no longer provide on-base housing, which would leave many of Offutt’s young airmen without a home.
- Bellevue should invest in existing home repair and financial assistance programs.

SECTION 3

BELLEVUE COMMUNITY PROFILE.

INTRODUCTION.

This **Section** of the **Bellevue AHAP** provides a population, income, economic and housing profile of the Community. Presented are both trend and projection analysis. Emphasis is placed on five- and 10-year projections of change from **December, 2022, to December, 2032**. This planning period provides a reasonable time frame for development and allows the Consultant to propose demographic projections with a high level of confidence.

Population, income, economic and housing projections are critical in the determination of both housing demand and need in Bellevue and are the foundation of all major planning decisions. A variety of data sources, including 2000 and 2010 U.S. Census data, 2020 Census “Redistricting Data,” the 2016-2020 American Community Survey, Nebraska Department of Labor and the Bureaus of Economic Analysis & Labor Statistics were documented. On-site field work and analysis of Community development and preservation activities also provided insight to quality of life and living conditions in Bellevue. The statistical data, projections and associated assumptions presented in this Profile will serve as the very basic foundation for preparing the Community with a future housing stock capable of meeting the needs of its citizens.

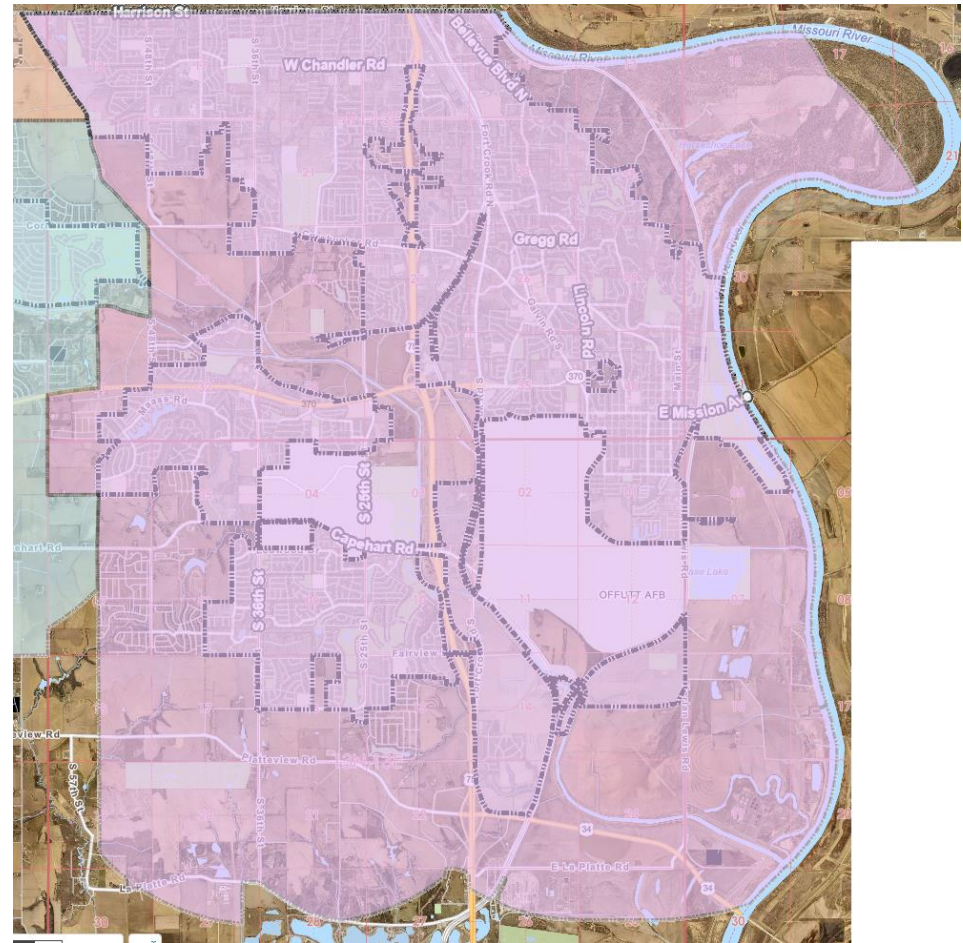
All statistical Tables are included in “Appendix II” of this Plan.



HOUSING MARKET AREA.

The **Housing Market Area** for the City of Bellevue is divided into two geographic areas: a **Primary** and a **Secondary Housing Market Area**. The **Primary Housing Market Area (purple)** for Bellevue includes the entire Community and its respective “Extra-Territorial Jurisdiction”. The **Secondary Housing Market Area** includes the entirety of the Omaha/Council Bluffs Metropolitan Statistical Area, which includes Sarpy County.

This **Secondary Market Area** provides additional support to Bellevue’s housing market area, as well as increased economic development opportunities and support. In order for Bellevue to continue to attract residents from the **Secondary Market Area**, the Community will need to provide a variety of housing types, owner and renter, at various price ranges, for all income levels and age groups with an emphasis on housing that is affordable for established income ranges.



POPULATION PROFILE.

The analysis and projection of local demographics are at the center of all planning decisions. This process assists in the understanding of important changes which have and will occur from 2022 to 2032. Estimating population is critical to a community planning process, especially as it relates to the provision of housing. Further, projecting population growth and/or decline of a community is extremely complex. Projections are based upon various assumptions about the future and must be carefully analyzed and continually reevaluated, due to the changing economic and social structure of the community.

Population Trends and Projections.

The City of Bellevue is the largest Community in Sarpy County and is home to some of the County's and, ultimately, the Omaha/Council Bluffs MSA's largest employers. This includes, but is not limited to Offutt Air Force Base, Bellevue Public Schools, Bellevue University, City of Bellevue Government and Nebraska Medicine's Bellevue Campus. These major employers, combined with aggressive housing development projects and leadership determined to maintain a high quality of life in Bellevue, contribute significantly to the desirability to live within, or in close proximity to the Community.

The population from the 2000 and 2010 Decennial Censuses recorded an increase in population for Bellevue, increasing from 44,382, in 2000, to 50,137, in 2010, or by 12.9 percent. The rate of population growth in Bellevue more than doubled by the 2020 Census, which documented a population of 64,176, or an increase of 28 percent from the 2010 Census. Local leadership attributes this increase to the large number of residential subdivisions that were annexed by the City of Bellevue between 2010 and 2020. A significant amount of annexation involved single family homes, generally owned by persons of moderate to upper incomes. **The current (2022) estimated population for Bellevue is 66,918, representing an increase of 4.3 percent since 2020.**

Currently, the Bellevue Extra-Territorial Jurisdiction maintains an estimated population of 6,580. Continued population growth in Bellevue, as well as surrounding Communities, will contribute to additional population increases in the Jurisdiction through 2027 and 2032.

Section 3: Bellevue Community Profile.

The five- and 10-year population projections identify continued population growth in Bellevue. Three scenarios that take into account both total jobs created and employment secured via in-migration are presented and defined, below:

- **Low:** minimal engagement from City leadership, housing stakeholders and major employers; ultimately, letting the “free market” dictate community growth and development.
- **Medium:** continued regular activity from City leadership, housing stakeholders and major employers, including standard annexation procedures. This projection closely represents the current trend of development and growth in Bellevue and is utilized in the projections documented in this **Affordable Housing Action Plan**.
- **High:** increased activity from City leadership and housing stakeholders, including standard annexation procedures, the creation of new jobs and an increase in the amount of in-migration securing employment. This also includes collaboration with local, state and federal funding sources and existing major employers in implementing community, economic and housing development activities.

**TABLE 3.1
POPULATION TRENDS AND PROJECTIONS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

	<u>Year</u>	<u>Population</u>	<u>Change</u>	<u>Total</u> <u>Percent</u>
	2000	44,382	--	--
	2010	50,137	+5,755	+12.9%
	2020	64,176	+14,039	+28.0%
	2022	66,918	+2,742	+4.3%
Low	2027	71,610	+4,692	+7.0%
Medium	2027	73,275	+6,357	+9.5%
High	2027	74,613	+7,695	+11.5%
Low	2032	74,948	+8,030	+12.0%
Medium	2032	78,963	+12,045	+18.0%
High	2032	81,640	+14,722	+22.0%

By 2027, the population of the City of Bellevue is projected to increase between 7 and 11.5 percent, or ranging from 71,610 to 74,613. A “medium” population projection of 73,275 was utilized for this Plan. The 2032 population projections highlight a continuing trend of population increase in Bellevue, ranging between 74,948 and 81,640. This Plan utilizes a “medium” 2032 population projection of 78,963. An estimated 43 percent of the 2027 and 2032 medium population projections will be the result of continued, anticipated annexations by the City of Bellevue.

Section 3: Bellevue Community Profile.

**TABLE 3.2
POPULATION AGE DISTRIBUTION
TRENDS AND PROJECTIONS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

<u>Age Group</u>	<u>2000</u>	<u>2010</u>	<u>2020</u>	<u>2022</u>	<u>2027</u>	<u>2032</u>	<u>2022-2027 Change</u>
19 and Under	13,382	14,572	17,288	17,497	18,976	20,170	+1,479
20-34	9,836	10,615	14,870	15,142	16,467	17,615	+1,325
35-54	12,905	13,762	15,435	16,342	18,175	19,809	+1,833
55-64	4,011	5,419	7,829	8,610	9,208	9,825	+598
65-74	2,683	3,428	4,874	5,096	5,602	6,112	+506
75-84	1,254	1,841	2,631	2,872	3,251	3,589	+379
85+	311	500	1,249	1,359	1,596	1,843	+237
Totals	44,382	50,137	64,176	66,918	73,275	78,963	+6,357
Median Age	33.5	34.8	34.9	35.2	35.6	36.2	+0.4

Age.

In 2022, the City of Bellevue is experiencing an estimated median age of 35.2 years, an increase from the 2020 median age of 34.8 years. **Median age is projected to continue to increase to 35.6 years by 2027 and 36.2 by 2032.**

The “19 and Under” and “35 to 54” age cohorts were the largest population cohorts in Bellevue, as per the 2000 and 2010 Censuses as well as the 2020 Estimate and remains the largest in the Community, today. Since 2000, the “19 and Under” and “55 to 64” age cohorts have maintained status as the two largest age cohorts in the Community. This trend is projected to continue through 2027 and 2032.

The Bellevue 55+ population is projected to increase by 2027, with the “55-64” age group projected to experience the largest population increase. It is important that a range of elderly services, amenities and appropriate housing be made available in Bellevue to **encourage senior/elderly populations to remain in their respective housing situations and, ultimately, remaining a resident of the City of Bellevue.**

Persons Per Household.

Persons per household remained stable in Bellevue, from 2000 to 2010, at 2.61. From 2010 to 2020, persons per household declined, slightly, to 2.57. Currently, an average of 2.55 persons exist as a single household in Bellevue. This number is projected to continue to decrease, slightly, by 2027 and 2032, to an estimated 2.53 and 2.49, respectively. An estimated 14,671 households in Bellevue consist of one or two persons.

INCOME PROFILE.

Information presented in the **Income Profile** of this **Bellevue AHAP** assists in determining the number of households within Bellevue (and Sarpy County) having the financial capacity to afford housing. In addition, the analysis of household incomes assist in determining the size, type and style of housing needed in the Community, in the future. Low cost and government subsidized housing are subject to Federal regulations, such as size and type, whereas upper income housing has few limitations.

Per Capita Income.

Per capita income is equal to the gross income of an area (State, County, City, Village) divided equally by the number of residents residing in the subject area. In 2022, per capita income in Sarpy County is an estimated \$60,465, an increase of approximately 46.5 percent from the 2010 per capita income of \$41,260. **By 2027, per capita income in Bellevue will increase an estimated 9.3 percent, to \$66,144.** By comparison, the State of Nebraska maintains a current estimated per capita income of \$59,960, with a projected 2027 per capita income of \$64,274.

The **median income** for all households in Bellevue, in **2022**, is estimated to be **\$78,393**. **By 2027, median income in Bellevue will increase an estimated 7.3 percent, to \$84,129.** The majority of Community residents are projected to have incomes at or above \$75,000. **For renter households, the median income in 2022 is estimated to be \$49,575 and, by 2027, increase to \$54,028, or 9 percent.** Median incomes for all households and, specifically, renter households, are projected to continue increasing by 2032.

<u>Income Group</u>	<u>2022</u>	<u>2027</u>	<u>2032</u>	<u>% Change 2022-2027</u>
<u>All Households</u>				
Less than \$10,000	1,012	1,063	1,063	+5.0%
\$10,000-\$19,999	1,469	1,501	1,501	+2.2%
\$20,000-\$34,999	2,975	2,990	2,990	+0.5%
\$35,000-\$49,999	3,036	3,050	3,166	+0.5%
\$50,000-\$74,999	4,538	4,711	4,896	+3.8%
\$75,000-\$99,999	4,366	4,782	5,128	+9.5%
\$100,000-\$149,999	5,437	5,823	6,726	+7.1%
\$150,000 or More	3,202	4,804	5,966	+50.0%
Totals	26,035	28,724	31,436	+10.3%
Median Income	\$78,393	\$84,129	\$86,596	+7.3%
<u>Renter Households</u>				
Less than \$10,000	330	290	290	-12.1%
\$10,000-\$19,999	616	578	578	-6.2%
\$20,000-\$34,999	1,492	1,456	1,456	-2.4%
\$35,000-\$49,999	1,508	1,522	1,638	+0.9%
\$50,000-\$74,999	1,926	2,124	2,257	+10.3%
\$75,000-\$99,999	1,339	1,692	1,930	+26.4%
\$100,000 or More	1,172	1,473	1,722	+25.7%
Totals	8,383	9,135	9,871	+9.0%
Median Income	\$49,575	\$54,028	\$55,993	+9.0%

Section 3: Bellevue Community Profile.

Cost Burdened/Housing Problems.

A number of households throughout the City of Bellevue are considered to be “**Cost Burdened**” and/or have various “**Housing Problems**”, as defined by the Department of Housing and Urban Development. A cost burdened household is one paying 30 percent or more of their income on housing costs, which may include mortgage, rent, utilities and property taxes. A household is considered to have housing problems if the housing unit is overcrowded (more than one person per room) and/or if the household lacks complete plumbing.

In 2022, an estimated 2,292 owner households in Bellevue, or 13 percent of all owner households, are cost burdened or have housing problems. By 2027, this number is expected to decrease to 2,094 households and to 1,886 owner households by 2032. Currently, an estimated 3,266 renter households in the Community of Bellevue, or 38.9 percent of all renter households, are cost burdened or have housing problems. By 2027 and 2032, an estimated 3,498 and 3,723 renter households, respectively, will be of cost-burden status.

The increase in cost burdened renter households may be attributed to a lack of affordable rental housing, especially for those of low- to moderate incomes, being constructed in the Community, combined with an absence of existing affordable rental housing, a lack of developer participation in local voucher programs for their prospective tenants and housing that is available for purchase or rent being either severely deteriorating or dilapidated and in extreme cases, experiencing health and safety issues such as mold, inadequate utilities, and deferred maintenance. The Bellevue Housing Agency maintains a wait list of nearly 600 prospective tenants in search of affordable housing in the Community.

Section 3: Bellevue Community Profile.

ECONOMIC PROFILE.

The following provides a general **Economic Profile** of the City of Bellevue. Included is a review of relevant labor force data, annual employment trends and the identification of major employers.

The City of Bellevue enjoys many economic development benefits that are provided by the local (County) Economic Development Corporation, known as **Grow Sarpy**, and the Nebraska Department of Economic Development. Bellevue implements the provisions set forth in the Local Option Municipal Economic Development Act, also known as LB840, to utilize local tax dollars for economic development purposes. The Community is also recognized as an “Economic Development Certified Community” which means, as per the Nebraska Department of Economic Development, have “*demonstrated preparedness for business growth and are ready to meet the needs of companies seeking new business and industrial locations.*” The following provides a general **Economic Profile** of Bellevue.

Employment Trends.

Between 2010 and 2022, the **unemployment rate** in the City of Bellevue ranged from a high of 4.8 percent to a low of 2.4 percent. During this period, the total number of **employed persons** increased by 1,780. By 2027, an estimated 27,459 persons will be employed in Bellevue, with an unemployment rate maintaining 2.4 percent.

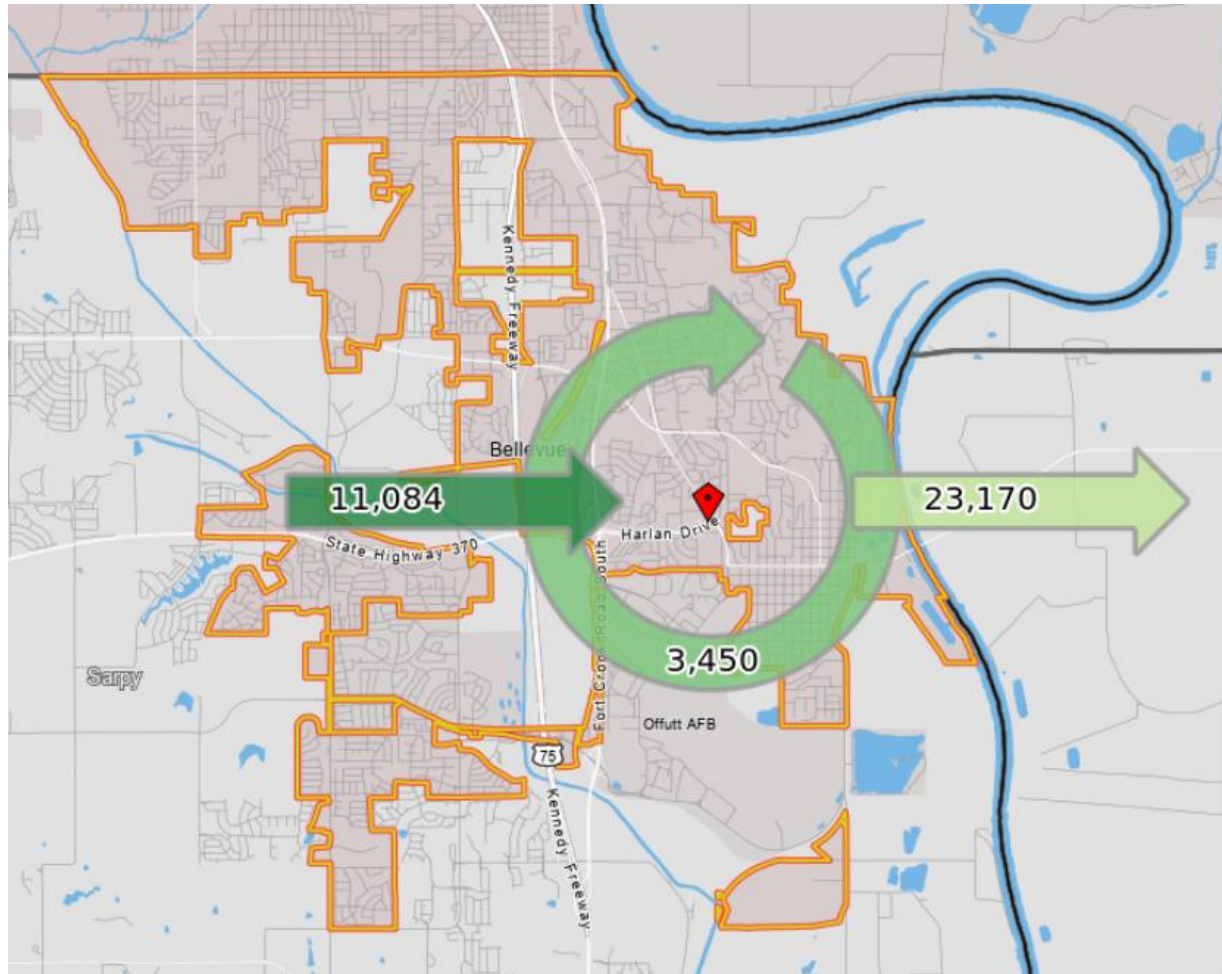
Employment By Type.

In 2022, an estimated 77,947 persons work in Sarpy County in a non-farm place of employment. The largest concentration of workers are employed in the Retail Trade, Transportation & Warehousing and Construction sectors, with an estimated 34.8 percent 27,168 total employees maintaining employment in these three sectors.



Section 3: Bellevue Community Profile.

The Center of Economic Studies, through the U.S. Census, estimates that 14,534 persons were employed in Bellevue in 2019. An estimated 11,084 persons travelled from outside the county for employment. Additionally, 23,170 persons reside in Bellevue, but are employed elsewhere.



HOUSING PROFILE.

Households.

Currently, an estimated 26,035 households reside in Bellevue, consisting of an estimated 17,652 owner and 8,383 renter households. By 2027, owner households will account for an estimated 68.2 percent of all households in the Community. Bellevue has experienced steady increase in the percentage of owner households in the Community since the 2000 Census.

Group quarters include both “institutionalized housing” such as skilled nursing centers and correctional facilities, as well as “non-institutionalized housing” including military barracks and college dormitories. Currently, the City of Bellevue maintains a group quarters population of 529, a slight increase from the 2020 estimated of 511 persons. The population in group quarters is projected to increase to 603 by 2027, which takes into account the completion of a new skilled nursing wing at the Eastern Nebraska Veterans Home (currently under construction).

**TABLE 3.4
SPECIFIC HOUSEHOLD CHARACTERISTICS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

<u>Year</u>	<u>Population</u>	<u>Group Quarters</u>	<u>Persons in Households</u>	<u>Households</u>	<u>Persons Per Household</u>
2000	44,382	223	44,159	16,937	2.61
2010	50,137	74	50,063	19,142	2.61
2020	64,176	511	63,665	24,765	2.57
2022	66,918	529	66,389	26,035	2.55
2027	73,275	603*	72,672	28,724	2.53
2032	78,963	686	78,277	31,436	2.49

**TABLE 3.5
TENURE BY HOUSEHOLD
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

<u>Year</u>	<u>Total Households</u>	<u>Owner</u>		<u>Renter</u>	
		<u>Number</u>	<u>Percent</u>	<u>Number</u>	<u>Percent</u>
2000	16,937	11,192	66.1%	5,745	33.9%
2010	19,142	12,779	66.7%	6,363	33.3%
2020	24,765	16,716	67.5%	8,049	32.5%
2022	26,035	17,652	67.8%	8,383	32.2%
2027	28,724	19,589	68.2%	9,135	31.8%
2032	31,436	21,565	68.6%	9,871	31.4%

Housing Units/Vacancy & Occupancy.

In 2022, the City of Bellevue contains an estimated 26,976 housing units, consisting of approximately 18,234 owner and 8,742 rental units. Of these 26,976 units, approximately 941 are vacant, resulting in an overall, estimated housing vacancy rate of 3.5 percent. The overall housing vacancy rate accounts for all vacant housing units in the Community, including units for sale, for rent, rented/sold but not currently occupied, seasonal/vacation housing, temporary housing for construction workers, and housing vacant due to other situations (used as storage, vacant and not actively being sold, owner temporarily residing in a group quarter housing program, etc.). The 941 vacant housing units consist of an estimated 582 owner and 359 rental units, equaling an owner housing vacancy rate of 3.2 percent and a rental housing vacancy rate of 4.1 percent.

TABLE 3.6
ESTIMATED HOUSING STOCK
OCCUPANCY / VACANCY STATUS
BELLEVUE, NEBRASKA
2022

a) Housing Stock	26,976 (O=18,234; R=8,742)
b) Vacant Housing Stock	941
c) Occupied Housing Stock	26,035
Owner Occupied	17,652
Renter Occupied	8,383
d) Housing Vacancy Rate	3.5% (941)
Owner Vacancy	3.2% (582)
Renter Vacancy	4.1% (359)
e) Adjusted Vacancy Rate*	0.7% (188)
Adjusted Owner Vacancy*	0.6% (116)
Adjusted Renter Vacancy*	0.8% (72)

* Includes only year-round units available for rent or purchase, meeting current housing code and modern amenities. Does not include units either not for sale or rent, seasonal units, or units not meeting current housing code.

The **Adjusted Housing Vacancy Rate (AHVR)** includes only vacant units that are available for year-round rent or purchase, meeting current housing code and having modern amenities. A vacancy rate of 6 percent is the minimum rate recommended for Bellevue, to have sufficient housing available for new and existing residents. **The overall, estimated AHVR for Bellevue is 0.7 percent, which includes an AHVR for owner housing of 0.6 percent and 0.8 percent for rental housing. This concludes that the Community of Bellevue has a deficiency of appropriate owner and rental housing.**

The City of Bellevue should take a position to upgrade the housing stock during the next five and 10 years. This can be accomplished by, both, building new homes and rehabilitating (economically feasible) existing housing units. Housing units that are severely deteriorated or dilapidated should be targeted for substantial rehabilitation or, in extreme cases, demolition and replacement.

Section 3: Bellevue Community Profile.

Housing Values & Gross Rent.

The cost of housing in any community is influenced by many factors, primarily the cost of construction, availability of land and infrastructure and, lastly, the organizational capacity of the community to combine these issues into an applicable format and secure the appropriate housing resources, including land and money. Bellevue is challenged to organize necessary resources to meet the needs of their residents, including both financial and organizational resources. A continued effort to upgrade wages, at both existing and new employment settings, should be a top priority.

The City of Bellevue maintains a current estimated median owner-occupied housing value of **\$169,200 in 2022**, representing an increase of 2 percent from the 2020 estimated median value of \$165,900 and a 22.7 percent increase from the 2010 estimated median value of \$137,800. Median housing values are projected to increase by an estimated 15.7 percent **by 2027 to \$184,100, or by 8.8 percent.**

In 2022, the estimated **median gross rent for Bellevue is \$1,045.** This represents an increase of 3.4 percent from the 2020 estimated median rent of \$1,010 and a 38 percent increase from the 2010 estimated median rent of \$757. **The estimated median gross rent in Bellevue is expected to increase by 8.6 percent, by 2027, to \$1,135.**

SECTION 4

HOUSING UNIT “TARGET” DEMAND & LAND USE ANALYSIS.

INTRODUCTION.

This **Section** of the **Bellevue AHAP** provides a **Housing Unit Target Demand and Land Use Needs Analysis**. The analysis includes the identification of **housing demand** for both **new housing development** and **housing rehabilitation activities**.

HOUSING DEMAND POTENTIAL.

Community leadership and local housing stakeholders and providers need to be focused on this housing demand and achieving reasonable goals that will effectively increase the quantity and quality of housing in the City of Bellevue. **To effectively determine housing unit demand for Bellevue, 10 separate components were reviewed. These included;**

- (1) housing demand based upon expected new population/households, during the next five years, including new housing construction and annexation of residential properties,**
- (2) need for affordable housing units for persons/families considered to be “cost burdened,”**
- (3) replacement of occupied housing in a “deteriorated to dilapidated” condition,**
- (4) address the owner and rental housing “vacancy deficiency” in the Community of Bellevue,**
- (5) development of affordable housing to secure current commuter workforce population,**
- (6) affordable housing demand for students living off-campus from Bellevue University,**
- (7) Off-Base affordable housing demand for military airmen/personnel employed at Offutt Air Force Base,**

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

- (8) determination of the local “pent-up” housing demand for existing residents,
- (9) determination of the seasonal/vacation and short-term housing demand for temporary populations and
- (10) determination of local housing development capacity in the City of Bellevue, during the next five and 10 years.

A determination of **housing unit rehabilitation and demolition demand for Bellevue**, during the next five years, including moderate and substantial housing rehabilitation and demolition and replacement, was also included in the determination of housing unit target demand. Statistical tables regarding **Housing Unit “Target” Demand** are included in “**Appendix II**” of this **Plan**.

New Households.

New households, the replacement of substandard housing and the assistance that can be provided to maintain affordable housing, for both its present and future households, are important considerations in the determination of a housing demand potential for any particular community.

The population for Bellevue is projected to increase during the next five and 10 years, due to the Community being a large center of commerce and population for Sarpy County, the Community’s association with the Omaha/Council Bluffs Metropolitan Statistical Area, recent housing development activity, expanding employment opportunities in close proximity to the Community and primary transportation corridors.

Currently (2022), the estimated population for the Community of Bellevue is 66,918 and is projected to increase to 73,275 by 2027 and 78,963 by 2032.

Overall, total households in Bellevue are projected to increase by an estimated 2,689 households by 2027 and an estimated 5,401 households by 2032. Household increases are projected for both owner and renter households.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

Cost Burdened Households.

According to HUD standards, a housing unit is considered to have problems if overcrowded (more than one person per room) and/or if the household lacks complete plumbing.

In 2022, an estimated **2,292 owner households** in the City of Bellevue, or 13 percent of all owner households, **are cost burdened or have housing problems. By 2027, this number is expected to decrease to 2,094 households and to 1,886 owner households by 2032.** Currently, an estimated **3,266 renter households** in Bellevue, or 38.9 percent of all renter households, **are cost burdened or have housing problems. By 2027 and 2032, an estimated 3,498 and 3,723 renter households, respectively, will be of cost-burden status.**

Substandard Units/Overcrowded Conditions.

A substandard unit, as defined by HUD, is a unit lacking complete plumbing, plus the number of households with more than 1.01 persons per room, including bedrooms, within a housing unit. The 2010 Census and Sarpy County Assessor produced data identifying substandard housing units and housing units having overcrowded conditions.

- Housing structural conditions, provided by the County Assessor identified **1,357 housing units in either “Fair+” or “Fair” condition and 20 units in either “Poor+” or “Poor” condition.** During the next five and 10 years, these structures should be targeted for moderate to substantial rehabilitation or demolition. Units targeted to be demolished should be replaced with appropriate, modern, safe and decent housing units, with a special focus on the local workforce populations.
- As per the 2016-2020 American Community Survey, 606 housing units in Bellevue had overcrowded conditions and 51 units lacked complete plumbing.

Housing Vacancy Deficiency (Demand).

Housing vacancy deficiency is defined as the number of vacant units lacking in a Community, whereby the total percentage of vacant, year-round and code acceptable housing units is less than 6 to 7 percent. A vacancy rate of 6 percent is the minimum rate recommended for Bellevue, to have sufficient housing available for new and existing residents.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

An **adjusted housing vacancy rate** considers only available, year-round, vacant housing units meeting the standards of local codes and containing modern amenities. Currently, the adjusted vacancy rate for Bellevue is 0.7 percent, including a 0.6 percent adjusted vacancy rate for owner housing units and 0.8 percent adjusted vacancy rate for rental housing units. **The City of Bellevue is experiencing a housing vacancy deficiency of both owner and rental housing.**

Current Commuter Workforce Population.

A large concentration of employees working in Bellevue commute from other nearby communities. A variety of available housing options, both for purchase and for rent, would provide the Community the ability to capture a portion of commuting employees, especially those currently working in Bellevue.

Off-Campus Housing for Students.

Currently, housing for students attending Bellevue University is entirely located off-campus. While University staff stated they are not currently experiencing issues with housing capacity, future housing planning activities will be necessary as enrollment continues to increase.

Off-Base Housing Demand for Military Airmen/Personnel

A desire exists among younger airmen to find both temporary and permanent housing away from Offutt Air Force Base. Many military personnel are waiting long periods of time before appropriate housing is available and are limited to on-base housing during that time. While “base housing” is routinely inspected and approved for occupation, most singles and young families with military backgrounds are desiring to live elsewhere in the Community of Bellevue.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

“Pent-Up” Housing Demand.

The **“Pent-Up” housing demand** is defined as those current residents of the Community needing and/or wanting to secure a different and/or affordable housing type during the next five and 10 years. This would include persons from all household types and income sectors of the Community, including elderly, families, special populations, etc., very-low to upper-income. This includes persons and families needing a different type of housing due to either a decrease or increase in family size, as well as households having the income capacity to build new and better housing. Most often, pent-up housing demand is created by renter households wanting to become a homeowner, or vice-a-versa.

Seasonal/Vacation and Short-Term Rental Housing.

Temporary housing situations are becoming increasingly popular in large communities similar to Bellevue. Communities supporting housing that allow for short-term living for temporary populations would allow for additional development of a variety of housing types. This could also include short-term housing for homeless and near-homeless populations in Bellevue.

Housing Development Capacity.

After the careful determination of housing need for each of the housing targets identified above, a local housing development capacity is calculated for the City of Bellevue during the next five and 10 years. The calculation is based on the Community’s ability to organize for housing development, land availability, accessibility to general contractors and other building trades and building supply/materials.

HOUSING UNIT TARGET DEMAND.

Table 4.1 on Page 4.7 identifies the estimated **Housing Unit Target Demand**, for **Bellevue** by 2027 and 2032.

The total estimated **housing unit “target” demand** for Bellevue, from 2022 to 2027, includes **1,912 housing units, including 1,098 owner and 814 rental units**, at an estimated development cost of **\$529.6, Million**. From 2022 to 2032, a total of **3,248 housing units, including 1,800 owner and 1,448 rental units**, at an estimated development cost of **\$986.1 Million** should be constructed in Bellevue.

An estimated **15 to 20 percent** of the total housing unit target demand, for both 2027 and 2032, should focus on **purchase-rehab-resale and/or re-rent housing activities**. This involves local entities purchasing existing housing that is in a deteriorating or dilapidated condition, utilizing local resources to rehabilitate the housing unit up to local development standards and codes and, finally, placing the rehabilitated unit on the market to be purchased or rented. Aggressive housing rehabilitation efforts in Bellevue could create housing opportunities at a more affordable cost, with minimal risk to both developers and prospective property owners. Target demand for housing rehabilitation and demolition/replacement is identified in this Section.

Of the 2027 housing demand of 1,912 total housing units, an estimated **82 units (32 owner, 50 rental)** should be targeted in **Downtown Bellevue** to support the creation of housing in close proximity to the Bellevue Central Business District and community services. By 2032, an estimated **58 owner and 92 rental housing units** should be developed in the **Downtown**, a total of **150 housing units**. Downtown housing development could also support the City’s desire to increase infill development opportunities on vacated lots in the Downtown.

A total of **1,195 housing units (636 owner, 559 rental)** should be part of a local workforce housing initiative in Bellevue by **2027**. By **2032**, the workforce housing unit demand includes **2,054 housing units (1,044 owner, 1,010 rental)**.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

**TABLE 4.1
HOUSING UNIT “TARGET” DEMAND
(MEDIUM POPULATION PROJECTIONS)
CITY OF BELLEVUE & EXTRA-TERRITORIAL JURISDICTION, NEBRASKA
2027/2032**

	<u>Owner</u>	<u>Rental</u>	<u>Total Housing Unit “Target” Demand*</u>	<u>Est. Required Housing Unit “Target” Demand Budget (Millions)</u>
2027:	1,098 / 630	814 / -	1,912 / 630	\$529.6 / \$248.8
2032:	1,800 / 1,068	1,448 / -	3,248 / 1,068	\$986.1 / \$443.2

***Housing Unit “Target” Demand, based on:**

- Expected New Households.
- Cost-Burdened Households.
- Replacement of Occupied “Deteriorated to Dilapidated” Housing Units.
- Owner & Rental Housing Vacancy Deficiency.
- Secure Current Commuter Labor Force.
- Off-Campus Student Housing Demand.
- Off-Base Housing Demand.
- “Pent Up” Housing Demand.
- Seasonal/Vacation Housing Demand.
- **Five- & 10-Year Housing Development Capacity.**

Housing Unit Target Demand includes both new construction and Purchase-Rehab-Resale or Re-Rent (an estimated 15% to 20% of the Total Housing Demand).

****Estimated Bellevue Downtown Housing Unit Demand (2027/2032):**
82 / 150 Total Units (32 / 58 Owner, 50 / 92 Rental).

****Estimated Bellevue Workforce Housing Unit Demand (2027/2032):**
1,195 / 2,054 Total Units (636 / 1,044 Owner, 559 / 1,010 Rental).

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

Table 4.2 identifies housing unit “target” demand, in relation to affordable housing needs (persons and families with an area median income of 80 percent or less) in the City of Bellevue, for 2027 and 2032. By 2027, an estimated 1,912 housing units should be constructed in Bellevue, of which 440 housing units (148 owner, 292 rental) should be designated as “affordable” housing units. This includes 118 owner and 248 rental units of new construction and 30 owner and 44 rental housing units involved as part of a purchase-rehab-resale/re-rent program.

By 2032, an estimated 3,248 housing units should be targeted in the Community of Bellevue, of which 744 housing units (272 owner, 472 rental) should be designated as “affordable” housing units. This includes 217 owner and 401 rental units of new construction and 55 owner and 71 rental housing units involved in a purchase-rehab-resale/re-rent program.

A population sector breakdown of the Affordable Housing Unit “Target” Demand highlights a need for 153 total elderly housing units, 247 total family housing units and 40 total units for persons with special needs by 2027 and a need for 245 total elderly housing units, 419 total family housing units and 80 total units for persons with special needs by 2032.

TABLE 4.2
AFFORDABLE* HOUSING UNIT “TARGET” DEMAND
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027/2032

	2027		2032	
	<u>Owner</u>	<u>Rental</u>	<u>Owner</u>	<u>Rental</u>
TOTAL UNITS:	148	292	272	472
New Construction:	118	248	217	401
Purchase-Rehab-Resale/Rent:	30	44	55	71
SECTOR:				
Elderly (55+):	49	104	80	165
Family:	87	160	162	257
Special Populations:	12	28	30	50

*Affordable Housing Units = < 80% Household AMI.

HOUSING DEMAND BY INCOME SECTOR.

Table 4.3 identifies the current **Area Median Income (AMI)** for varied levels of AMI percentages, for households in the Omaha/Council Bluffs Metropolitan Statistical Area (including the City of Bellevue), up to eight person households (PHH), as per HUD. AMI is determined by finding the “100 percent” median income of households in a given geographic area, ranging in household size from one- to eight persons. That “median” amount of income is considered to be “100 percent” for a geographic area for each household size category. For example, in the Table below, a four-person family in the Omaha/Council Bluffs MSA, with an annual family income of \$95,100 is considered to be making “100 percent of the local AMI”. This information allows for the eventual determination of “**affordability**” and associated **housing price points/products** for households of varied sizes.

TABLE 4.3								
AREA HOUSEHOLD INCOME (AMI)								
OMAHA-COUNCIL BLUFFS NE/IA METROPOLITAN STATISTICAL AREA, NEBRASKA								
(INCLUDING SARPY COUNTY/CITY OF BELLEVUE)								
2022								
	<u>1PHH</u>	<u>2PHH</u>	<u>3PHH</u>	<u>4PHH</u>	<u>5PHH</u>	<u>6PHH</u>	<u>7PHH</u>	<u>8PHH</u>
30% AMI	\$20,000	\$22,850	\$25,700	\$28,550	\$30,850	\$33,150	\$35,450	\$37,700
50% AMI	\$33,300	\$38,050	\$42,800	\$47,550	\$51,400	\$55,200	\$59,000	\$62,800
60% AMI	\$39,960	\$45,660	\$51,360	\$57,060	\$61,680	\$66,240	\$70,800	\$75,360
80% AMI	\$53,300	\$60,900	\$68,500	\$76,100	\$82,200	\$88,300	\$94,400	\$100,500
100%AMI	\$66,600	\$76,100	\$85,600	\$95,100	\$102,800	\$110,400	\$118,000	\$125,600
125%AMI	\$83,250	\$95,125	\$107,000	\$118,875	\$128,500	\$138,000	\$147,500	\$157,000

Source: U.S. Department of Housing and Urban Development, 2022.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

Table 4.4 identifies the estimated housing unit “target” demand by income sector for Bellevue by 2027 and 2032. Up to **210 housing units (74 owner, 136 rental) by 2027 and 334 units (130 owner, 204 rental) by 2032** should be built for persons of very low and low income, or **between 0 and 60 percent AMI**. Typically, rental housing units for these income groups are developed with the assistance of Local, State and Federal subsidies, such as Low-Income Housing Tax Credits (LIHTC), HUD Section 8 and State-wide housing trust funds and includes purchase-rehab-resale or re-rent program. An additional activity could include rehabilitating existing low- to moderate income housing for increased marketability and safety of local tenants.

A total of **937 housing units (469 owner, 468 rental) by 2027 and 1,562 units (754 owner, 808 rental) by 2032** should be constructed for persons of low to moderate income, or **between 61 and 125 percent AMI** should be targeted for construction throughout the Community. This income bracket represents much of the “missing middle” housing development product, considered to be in the highest demand among young professionals and workforce populations, but also in the smallest supply due to a lack of supportive funding availability, land and development costs, etc.

For the 126%+ AMI category, a total of **555 owner and 210 rental housing units** should be built by **2027** and **916 owner and 436 rental** units should be built by **2032**. This category represents moderate to upper income housing; generally, persons and families with the financial capacity to purchase a lot and build a house on their own. It is important to document the affordability of housing for upper income households, as it allows the City of Bellevue to compare housing demand across all income categories.

TABLE 4.4						
ESTIMATED HOUSING UNIT “TARGET” DEMAND BY						
AMI (MEDIUM POPULATION PROJECTION)						
BELLEVUE, NEBRASKA						
2027/2032						
	<u>Income Range</u>					
	<u>0-30%</u>	<u>31-60%</u>	<u>61-80%</u>	<u>81-125%</u>	<u>126%+</u>	
<u>2027</u>	<u>AMI</u>	<u>AMI</u>	<u>AMI</u>	<u>AMI</u>	<u>AMI</u>	<u>Totals</u>
Owner:	22	52	74	395	555	1,098
Rental:	48	88	156	312	210	814
<u>2032</u>						
Owner:	42	88	142	612	916	1,800
Rental:	76	128	268	540	436	1,448

NOTE: Includes New Construction & Purchase-Rehab-Resale or Re-Rent.

HOUSING DEMAND POTENTIAL FOR TARGET POPULATIONS & PRICE POINTS/HOUSING TYPES.

Target populations include elderly, family and special needs populations, per **Area Median Income (AMI)**. The housing products in the City of Bellevue include both owner and rental units of varied types. This will allow housing developers to pinpoint crucial information in the development of an affordable housing stock for the right population sector. The majority of new housing options in Bellevue should be directed towards family populations, especially the local workforce.

Tables 4.5A and 4.5B, Pages 4.12 and 4.13, identify housing target demand in the City of Bellevue, for specific population groups by 2027 and 2032. An estimated total of 382 owner and 270 rental units should be constructed by 2027 and 614 owner and 464 rental housing units by 2032 for local elderly (55+) populations. This could include, but is not limited to single family housing, duplexes/triplexes and townhomes for purchase/rent, assisted living facilities, senior independent living communities and maintenance-free living situations.

By **2027**, a total of **698 owner and 504 rental housing units** should be developed for **families**. By **2032**, family housing development should consist of **1,146 owner and 909 rental housing units**. Family housing includes a wide range of housing development concepts and generally includes all family types.

A total of **18 owner and 40 rental units by 2027 and 40 owner and 75 rental units by 2032** should be built to cater to local **special needs populations** or those with a cognitive and/or physical disability(ies). Unit development could potentially include skilled nursing facilities and group home housing for special needs populations striving to maintain a level of independence.

A portion of the housing development totals for each of the above-mentioned population sectors should focus on housing that meets the needs of the local workforce in the City of Bellevue. This includes 1,195 of the total 1,912 housing unit demand by 2027 and 3,054 of the 3,248 housing unit demand by 2032. A majority of workforce housing units should be designated towards family households.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

**TABLE 4.5A
HOUSING UNIT “TARGET” DEMAND – POPULATION SECTORS BY AMI
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027**

OWNER UNITS	<u>HOUSEHOLD AREA MEDIAN INCOME (AMI)</u>					<u>Totals</u>	Workforce <u>Sector</u>
	<u>0%-30%</u>	<u>31%-60%</u>	<u>61%-80%</u>	<u>81%-125%</u>	<u>126%+</u>		
Elderly (55+)	8	14	27	114	219	382	103
Family	10	34	43	267	344	698	524
Special Populations¹	<u>4</u>	<u>4</u>	<u>4</u>	<u>6</u>	<u>0</u>	18	9
<u>Subtotals</u>	22	52	74	387	563	1,098	636
RENTAL							
<u>UNITS*</u>							
Elderly (55+)	20	30	54	98	68	270	56
Family	20	48	92	202	142	504	493
Special Populations¹	<u>8</u>	<u>10</u>	<u>10</u>	<u>12</u>	<u>0</u>	40	10
<u>Subtotals</u>	48	88	156	312	210	814	559
Totals	70	140	230	699	773	1,912	1,195

Note: Housing Demand includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

* Includes lease- or credit-to-own units.

¹ Any person with a special housing need due to a cognitive and/or mobility disability.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

**TABLE 4.5B
HOUSING UNIT “TARGET” DEMAND – POPULATION SECTORS BY AMI
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2032**

OWNER UNITS	HOUSEHOLD AREA MEDIAN INCOME (AMI)					Totals	Workforce Sector
	0%-30%	31%-60%	61%-80%	81%-125%	126%+		
Elderly (55+)	10	22	48	180	354	614	155
Family	22	58	82	410	574	1,146	869
Special Populations¹	<u>10</u>	<u>8</u>	<u>12</u>	<u>10</u>	<u>0</u>	40	20
Subtotals	42	88	142	600	928	1,800	1,044
RENTAL UNITS*							
Elderly (55+)	36	47	82	168	131	464	100
Family	27	62	168	351	301	909	889
Special Populations¹	<u>13</u>	<u>19</u>	<u>18</u>	<u>21</u>	<u>4</u>	75	21
Subtotals	76	128	268	540	436	1,448	1,010
Totals	118	216	410	1,140	1,364	3,248	3,054

Note: Housing Demand includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

* Includes lease- or credit-to-own units.

¹ Any person with a special housing need due to a cognitive and/or mobility disability.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

Tables 4.6A and 4.6B, Pages 4.15 and 4.16 highlight proposed **housing types by price product** for the given AMI for Bellevue, by 2027 and 2032.

By 2027, the owner housing type in highest demand in the Community of Bellevue is projected to be units with three+ bedrooms, for persons or households at or above 126 percent AMI with an average affordable purchase price at or above \$403,700, a total of 445 owner housing units. Three+-bedroom rental units (158 total) with an average affordable monthly rent between \$952 and \$1,470, present the greatest demand in the City. **Three+-bedroom units at an average purchase price at or above \$210,600 and an estimated average monthly rent cost at or above \$650 are the most needed housing types for the workforce population in Bellevue.**

This trend holds true for the City of Bellevue through 2032, where the owner housing type in highest demand is projected to continue to be units with three or more bedrooms, for persons or households at or above 126 percent AMI. An average affordable purchase price is projected at or above \$516,700 and includes 744 owner housing units. Three+-bedroom rental units, with an average affordable monthly rent between \$1,190 and \$1,835, present the greatest demand in Bellevue. **Three+-bedroom units at an average purchase price at or above \$274,100 and an estimated average monthly rent cost at or above \$855 are the most needed housing types for the workforce population in Bellevue by 2032.**

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

**TABLE 4.6A
HOUSING UNIT “TARGET” DEMAND – SPECIFIC TYPES
BY PRICE POINT (PRODUCT) RANGE BY AMI (MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027**

PRICE – PURCHASE COST RANGE (Area Median Income)							
	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
OWNER UNITS*	\$0 to \$114,100*	\$117,800 to \$193,200*	\$197,145 to \$281,700*	\$300,100 to \$398,800	\$403,700*+		\$210,600*+
1 Bedroom	0	0	15	35	8	58	12
2 Bedroom	8	14	24	88	110	244	73
3+ Bedroom	14	38	35	264	445	796	551
Totals	22	52	74	387	563	1,098	636
PRICE – RENT COST RANGE (Area Median Income)							
	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
RENTAL UNITS**	\$0 to \$468**	\$475 to \$870**	\$890 to \$940**	\$952 to \$1,470**	\$1,480**+		\$650+**
1 Bedroom	10	16	28	54	38	146	45
2 Bedroom	20	35	54	100	70	279	177
3+ Bedroom	18	37	74	158	102	389	337
Totals	48	88	156	312	210	814	559

Note: Includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

*Average Affordable Purchase Price, 3.0 PPHH, (25% Income/90% Debt Coverage, 30 years @ 6.5%), with Market Adjustment.

**Average Affordable Monthly Rent, 2.5 PPHH, (25% Income) with Market Adjustment.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

**TABLE 4.6B
HOUSING UNIT “TARGET” DEMAND – SPECIFIC TYPES
BY PRICE POINT (PRODUCT) RANGE BY AMI (MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2032**

PRICE – PURCHASE COST RANGE (Area Median Income)

	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
OWNER UNITS*	\$0 to \$146,000*	\$150,800 to \$247,300*	\$252,350 to \$360,600*	\$384,200 to \$510,500	\$516,700*+		\$274,100*+
1 Bedroom	0	0	22	52	12	86	21
2 Bedroom	16	25	44	126	172	383	120
<u>3+ Bedroom</u>	<u>26</u>	<u>63</u>	<u>76</u>	<u>422</u>	<u>744</u>	<u>1,331</u>	<u>903</u>
Totals	42	88	142	600	928	1,800	1,044

PRICE – RENT COST RANGE (Area Median Income)

	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
RENTAL UNITS**	\$0 to \$600**	\$610 to \$1,075**	\$1,110 to \$1,175**	\$1,190 to \$1,835**	\$1,845**+		\$855+**
1 Bedroom	16	22	44	90	80	252	74
2 Bedroom	32	50	90	171	142	485	320
<u>3+ Bedroom</u>	<u>28</u>	<u>56</u>	<u>134</u>	<u>279</u>	<u>214</u>	<u>711</u>	<u>616</u>
Totals	76	128	268	540	436	1,448	1,010

Note: Includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

*Average Affordable Purchase Price, 3.0 PPHH, (25% Income/90% Debt Coverage, 30 years @ 6.5%), with Market Adjustment.

**Average Affordable Monthly Rent, 2.5 PPHH, (25% Income) with Market Adjustment.

HOUSING REHABILITATION/DEMOLITION DEMAND.

Table 4.7 identifies target rehabilitation and demolition needs in the City of Bellevue for 2027 and 2032. Up to 285 units by 2027 and 470 units by 2032 could be targeted for moderate rehabilitation in Bellevue at an estimated cost of \$9.1 Million and \$18.1 Million, respectively. Moderate rehabilitation generally includes cosmetic improvements to a housing unit, including but not limited to paint, doors, windows, landscaping, etc.

Up to 77 units by 2027 and 126 units by 2032 could be targeted for substantial rehabilitation in Bellevue at an estimated cost of \$3.1 Million and \$6.1 Million, respectively. Substantial rehabilitation focuses on the same elements of moderate rehabilitation, but also includes structural elements to a home that are in need of replacement, including bowing and/or sagging walls and roof lines and foundation issues.

Up to 33 housing units by 2027 and 54 occupied housing units by 2032 should be demolished and replaced due to dilapidated conditions and the structure not being cost effective to rehabilitate. The estimated cost of this housing development process will range between \$8.9 Million by 2027 to \$17.5 Million by 2032.

**TABLE 4.7
TARGET REHABILITATION &
DEMOLITION DEMAND & ESTIMATED COSTS
BELLEVUE, NEBRASKA
2027 / 2032**

	<u># Units / Est. Costs</u>
- Moderate Rehabilitation*	285 / 470 \$9,120,000 / \$18,100,000
- Substantial Rehabilitation*	77 / 126 \$3,100,000 / \$6,100,000
- Demolition (Occupied/Acquisition/Replacement)	33 / 54 \$8,910,000 / \$17,500,000

*Pending Appraisal Qualification.

HOUSING LAND USE NEEDS.

It is imperative for any community to designate the appropriate amount of land to support new housing development projects, both within and adjacent, but outside a community’s corporate limits. Residential development projects generally encompass three types: (1) infill development in older, existing residential neighborhoods, (2) acquisition and development of large tracts of vacant land inside a community’s corporate limits for “large scale” development, and (3) acquisition and development of land as part of a designated future residential “growth area”

Infill housing development projects have the advantage of utilizing existing infrastructure and utilities, but may be challenged by the lot dimensions and setback requirements of local development code. Concepts including “narrow housing” and “stacked housing” may be the most appropriate housing type for infill development projects.

“Large scale” development projects involve the acquisition of tracts of undeveloped land and can be utilized for multiple residential related projects, including single family residential subdivisions, apartment complexes and senior housing “continuum of care” campuses. The appropriate zoning classification and future land use designation must be in place for these projects to occur. Additionally, these types of projects could have a more significant impact on a community’s tax base and have a greater ability to encourage the development of both traditional and unique housing concepts and prototypes, potentially satisfying multiple community housing needs at once.

Residential “Growth Areas” identifies land outside, but adjacent a community’s corporate limits, and being specifically designated for residential development. Land areas in this location may be the most affordable to purchase, but may not have appropriate utilities and infrastructure in place. Residential developments in growth areas typically include large lot subdivisions and acreages. **“Build-through” subdivisions** are encouraged, so as to be in conformance with local development code in the event of annexation.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

The following provides a list of environmental criteria that should be avoided in selecting a site for housing development.

- Floodplain/wetland locations, which require lengthy public review process and consideration of alternative sites in the area.
- Sites in or adjacent to historic districts, buildings or archeological sites, which may result in expensive building modifications to conform to historic preservation requirements and a longer review process.
- Sites near airports, railroads or high volume traffic arteries, which may subject residents to high noise levels, air pollution and risks from possible accidents.
- Sites near tanks that store chemicals or petrochemicals of an explosive or flammable nature.
- Sites near toxic dumps or storage areas.
- Sites with steep slopes or other undesirable access conditions which may make them undesirable for use.

In addition to the previously mentioned criteria, the U.S. Department of Housing and Urban Development (HUD) provides guidelines for analyzing proposed housing sites. In Chapter 1 and Chapter 4 of the HUD 4571.1 Rev.-2, HUD addresses the importance and requirements of proposed site locations:

“Site location is of the utmost importance in the success of any housing development. Remote or isolated locations are to be avoided. Projects which, by their location or architectural design, discourage continuing relationships with others in the community will not be approved (are not acceptable). A primary concern is that the project not be dominated by an institutional environment.”

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

Table 4.8A and 4.8B, Pages 4.21 and 4.22, identifies the estimated land use projections and housing types per age sector for the City of Bellevue, Nebraska, by 2027 and 2032. Popular housing types in Bellevue will include single family units, patio home (single-level) units, town homes, duplexes/triplexes and apartment units. To meet the “new” construction housing unit demand, by 2027 and 2032, the City will need to designate up to 843 acres and 1,425 acres, respectively. Bellevue City staff report a current supply of an estimated 850 acres of residential land available for development

By **2027**, for persons age 18 to 54 years, a total of **716 owner** and **544 rental housing units** should be targeted to accommodate young professionals and workforce families, special needs populations, existing/new employees and persons of low-, moderate- and upper-income. An estimated **236 acres** will be needed for new and/or improved housing developments. By **2032**, an estimated **401 acres** of land will be needed to support the development of **1,186 owner** and **984 rental housing units** for persons of this age group.

An estimated **382 owner** and **270 rental housing units** should be designated for retirees, seniors and elderly populations by **2027**, comprising an estimated **115 acres**. By **2032**, an estimated **614 owner** and **464 rental housing units** should be designated senior populations, comprising an estimated **193 acres**.

By 2027, a total of 351 acres should be designated for residential development projects for all housing types and age groups and, by 2032, 594 acres in Bellevue. Land use requirements for new construction, workforce units and affordable housing units and the associated land use plan designation for each housing type are also highlighted in these tables.

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

TABLE 4.8A HOUSING UNIT “TARGET” DEMAND – HOUSING LAND USE PROJECTIONS/ PER HOUSING TYPE/ AGE SECTOR BELLEVUE, NEBRASKA 2027			
<u>Age Sector</u>	<u>Type of Unit</u>	<u>#Owner / #Rental</u>	<u>Est. Land Requirements (Acres)^</u>
18 to 54 Years**	Single Family Unit	554 / 58*	160
	Town Home Unit	110 / 86	32
	Duplex/Triplex Unit	40 / 120	20
	Apartment - 4+ Units***	12 / 280	24
Totals		716 / 544	236^
55+ Years	Single Family Unit	210 / 16	59
	Patio Home Unit	38 / 10	10
	Town Home Unit	86 / 32	19
	Duplex/Triplex Unit	28 / 104	16
	Apartment - 4+ Units***	20 / 108	11
Totals		382 / 270	115^
TOTAL UNITS / ACRES		1,098 / 814	351^
TOTAL UNITS / ACRES FOR NEW CONSTRUCTION, ONLY.		768 / 692	281^ / 843^ ^^
TOTAL WORKFORCE UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		508 / 425	195^ / 585^ ^^
TOTAL AFFORDABLE^^^ UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		118 / 248	53^ / 159 ^ ^^
*Includes Credit-To-Own Units. **Includes Housing for Families, Students and Persons with a Disability. ***Includes Housing in Downtown. ^Includes Public Right-of-Way. ^^Residential Land Use Plan Designation for New Construction, 3.0x Total Acres. ^^^Affordable Housing Units = <80% Household AMI.			

Section 4: Housing Unit “Target” Demand & Land Use Analysis.

TABLE 4.8B HOUSING UNIT “TARGET” DEMAND – HOUSING LAND USE PROJECTIONS/ PER HOUSING TYPE/ AGE SECTOR BELLEVUE, NEBRASKA 2032			
<u>Age Sector</u>	<u>Type of Unit</u>	<u>#Owner / #Rental</u>	<u>Est. Land Requirements (Acres)^</u>
18 to 54 Years**	Single Family Unit	920 / 94*	264
	Town Home Unit	188 / 155	58
	Duplex/Triplex Unit	60 / 221	35
	Apartment - 4+ Units***	18 / 514	44
Totals		1,186 / 984	401^
55+ Years	Single Family Unit	338 / 24	95
	Patio Home Unit	62 / 18	18
	Town Home Unit	142 / 54	33
	Duplex/Triplex Unit	40 / 178	28
	Apartment - 4+ Units***	32 / 190	19
Totals		614 / 464	193^
TOTAL UNITS / ACRES		1,800 / 1,448	594^
TOTAL UNITS / ACRES FOR NEW CONSTRUCTION, ONLY.		1,520 / 1,228	475^ / 1,425^ ^^
TOTAL WORKFORCE UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		1,005 / 754	304^ / 912^ ^^
TOTAL AFFORDABLE^^^ UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		217 / 401	106^ / 318 ^ ^^
*Includes Credit-To-Own Units. **Includes Housing for Families, Students and Persons with a Disability. ***Includes Housing in Downtown. ^Includes Public Right-of-Way. ^^Residential Land Use Plan Designation for New Construction, 3.0x Total Acres. ^^^Affordable Housing Units = <80% Household AMI.			

HOUSING DEVELOPMENT & REHABILITATION AREAS.

Housing rehabilitation or preservation activities are important for the City of Bellevue. Overall, the housing stock throughout Bellevue is in “Average” “Fair” or “Poor” condition as per the Sarpy County Assessor, suggesting that a large number of homes are in need of one or more forms of moderate rehabilitation including, but not limited to: siding, window and door replacement, paint, plumbing repairs, landscaping, porch repairs and landscaping.

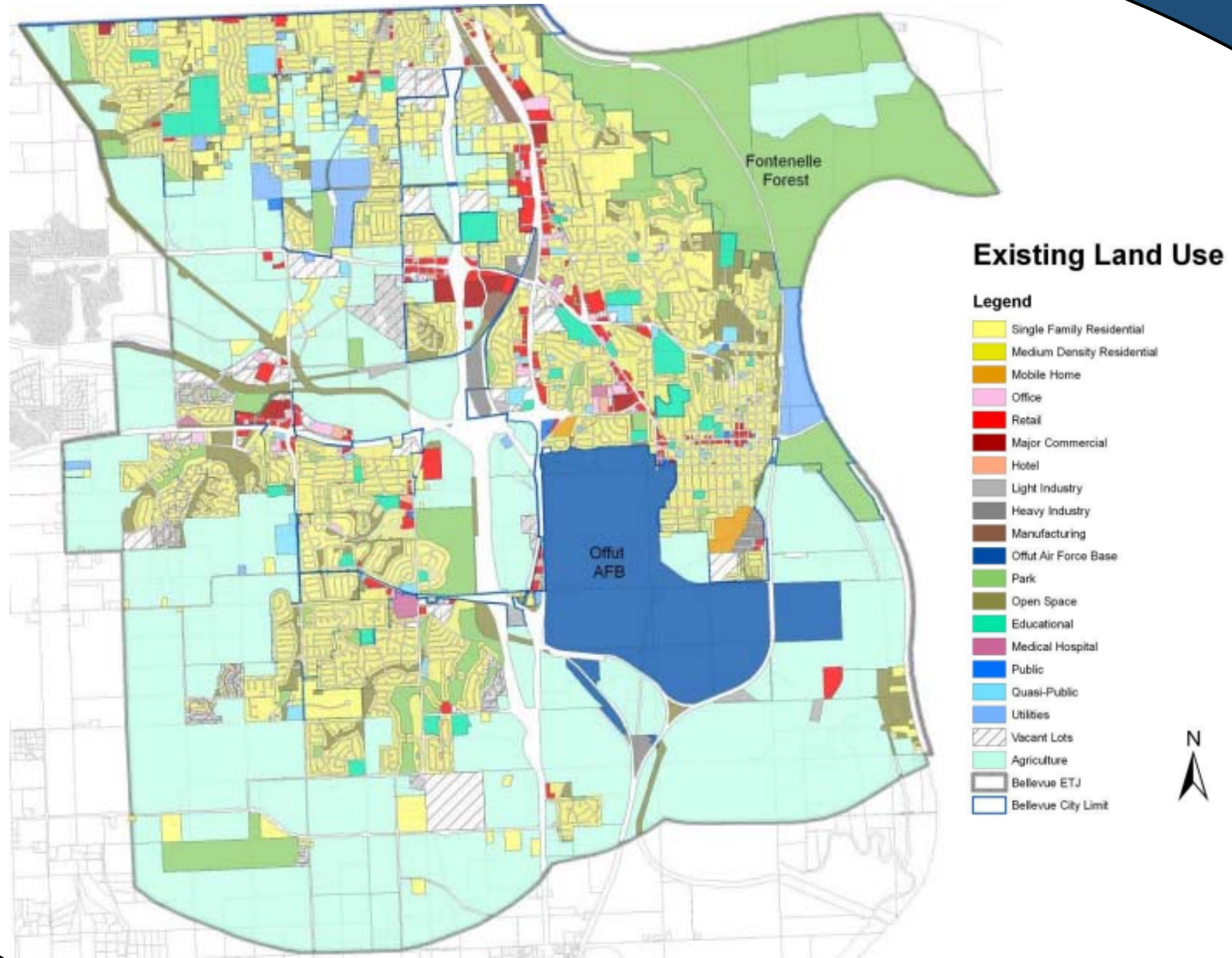
As per the 2021 Bellevue, Nebraska Comprehensive Plan, an estimated 295 acres within the Bellevue Corporate Limits consist of vacant lots and an additional 1,053.9 vacant lots exist within the Bellevue Extra-Territorial Planning Jurisdiction. Portions of these land areas would be suitable for both infill housing development and new residential subdivisions. The following illustrations highlight existing and future land uses, including residential, in the City of Bellevue and the Extra-Territorial Jurisdiction.

“Pockets” of areas where houses have deteriorated to the extent of needing substantial rehabilitation, or in some cases, demolition, exists in the Community. Generally, these pockets are located near the Downtown “core” and/or the oldest neighborhoods north and south of Downtown Bellevue. Housing that is not cost effective to be rehabilitated should be targeted for demolition and replacement to take advantage of the existing infrastructure for new affordable housing development. **Other community development activities should complement housing redevelopment and rehabilitation activities. This includes street paving, street lighting and sidewalk installation, implementing nuisance abatement and community cleanup activities and other local incentives that enhance vehicular and pedestrian safety.**

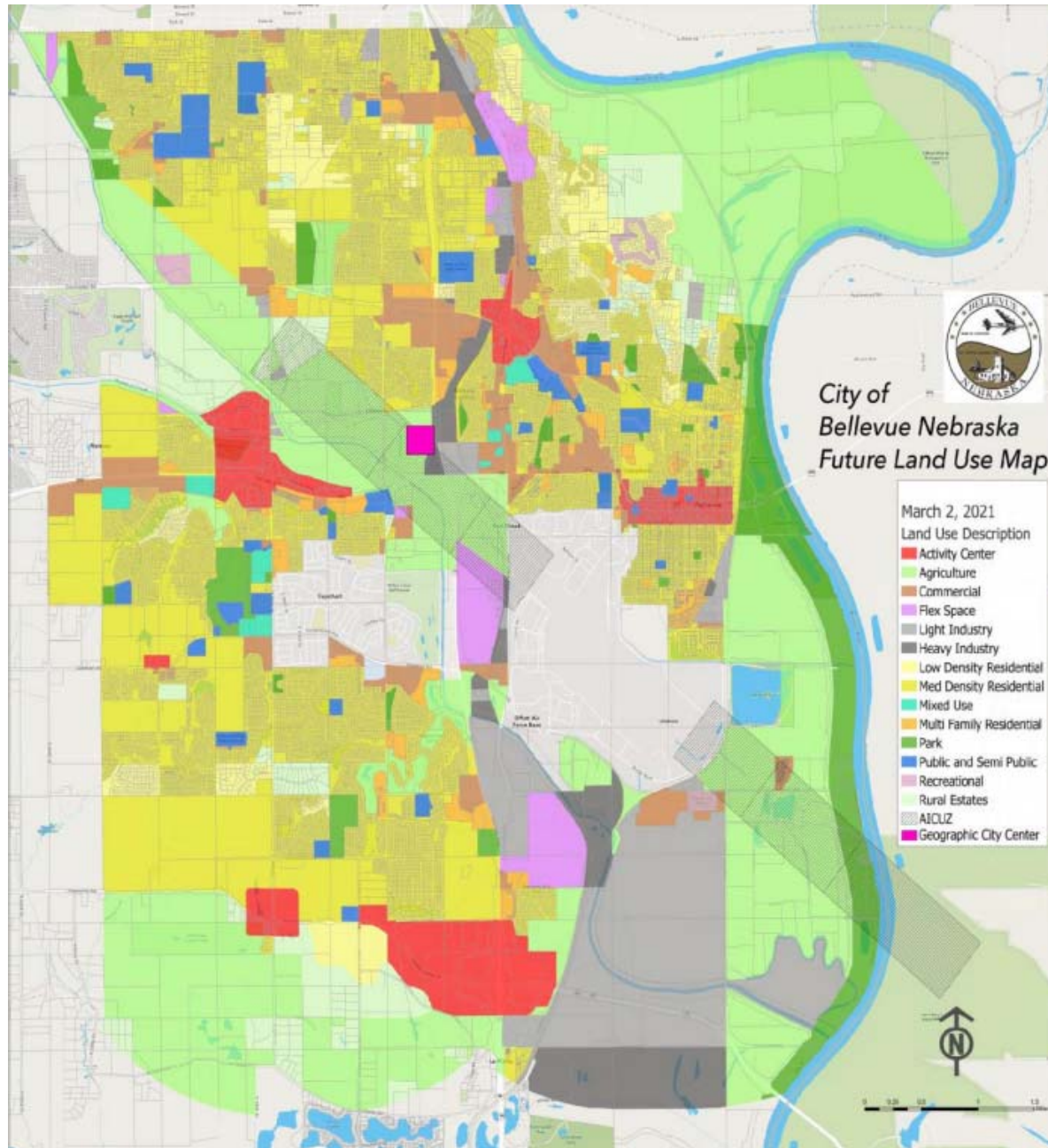
Utilize designated “**Redevelopment Areas**” in Bellevue where Tax Increment Financing (TIF) could be used as a tool of “**Community Enhancement**” for blighted and substandard properties. TIF can be used for public infrastructure and utility improvements associated with both new residential development and housing preservation/rehabilitation activities.

The City of Bellevue should address and identify vacant land suitable for new housing development. These areas should generally be free from of natural and man-made constraints to growth such as floodplains, steep topography and areas in close proximity to current developing areas and Community amenities. **Existing and Future Land Use Maps for the City of Bellevue and the Extra-Territorial Jurisdiction, as highlighted in the *Bellevue, Nebraska Comprehensive Plan*, completed in 2021, are presented on Pages 4.24 and 4.25, respectively.**

Section 4: Housing Unit “Target” Demand & Land Use Analysis.



Section 4: Housing Unit “Target” Demand & Land Use Analysis.



SECTION 5

HOUSING DEVELOPMENT & PRESERVATION INITIATIVES.

INTRODUCTION.

The following **Affordable Housing Development Initiatives**, for the City of Bellevue, Nebraska, address the housing issues, opportunities and needs of the Community and define the necessary housing activities for the successful implementation of selected affordable housing programs or projects. These **Initiatives** are needed for the implementation of specific, both new housing development and existing housing preservation programs and are the product of both **qualitative and quantitative research activities** performed on the local level.

A **qualitative research** process provided important information for the formation of these **Affordable Housing Development Initiatives**. A citizen participation and public input process included meetings with a local **Housing Steering Committee**, comprised of elected leadership, major employers and pertinent, local housing stakeholders, both public and private, and the implementation of a **Community “Housing Survey”** for the general population and a **“Workforce Housing Needs Survey”** for employees of major employers. A series of local **“Listening Sessions”** were also conducted with major employers, housing stakeholders/ providers/builders and the general public with the intent to understand multiple perspectives of the Bellevue housing stock and market.

Quantitative research included the analysis and projection of pertinent population, income, economic and housing data from local, State and National sources, all in an effort to understand past and present statistical trends and the projected **Housing Unit “Target” Demand** for the individuals and families of Bellevue.

The combined qualitative and quantitative research efforts allowed both the Consultant and the Steering Committee to prepare an **Affordable Housing Action Plan** that both identifies housing development projects that are a “fit” for the local market and adheres to the requirements set forth in *Nebraska Legislative Bill 866*.

Section 5: Housing Development & Preservation Initiatives.

Local leadership, housing stakeholders and Governmental entities have implemented a variety of housing initiatives that have been a significant benefit to the housing development in Bellevue. Much of this new housing was driven by new and expanded economic development activities, annexation of developed residential subdivisions and the implementation of existing housing development programs. It is recommended that all local, State and Federal housing development, rehabilitation, preservation and funding entities continue to provide housing choice and opportunity for both existing and prospective citizens of the Community.

Affordable Housing Development Initiatives address the important components of housing program implementation. The following identifies three primary categories in addressing housing issues in Bellevue.

- 1. Housing Development Partnerships & Education.**
 - **Housing Development Partnerships.**
 - **Housing Education.**

- 2. Housing Development, Rehabilitation & Preservation.**
 - **Housing Unit Target Demand & Budget.**
 - **Demand for Housing Types, Households & Income Sectors.**
 - **Residential Land Requirements.**
 - **Workforce Housing Demand.**
 - **Housing Rehabilitation & Preservation.**
 - **Elderly/Senior Affordable Housing.**
 - **Downtown Housing.**
 - **Special Needs Housing, including Homeless & Near-Homeless Needs.**
 - **Off-Campus Student Housing.**
 - **Off-Base Military Personnel Housing.**
 - **Zoning Regulations for the Development of Innovative/Alternative Housing Types.**
 - **Emergency Housing & Natural Disaster Preparedness.**
 - **Housing & Alternative Energy.**
 - **Impediments to Fair Housing Choice.**

- 3. Housing Study Implementation & Review.**
 - **Financing Activities for Housing Development in Bellevue.**
 - **Affordable Housing Action Plan Maintenance.**

AFFORDABLE HOUSING DEVELOPMENT & PRESERVATION INITIATIVES.

1. HOUSING DEVELOPMENT PARTNERSHIPS & HOUSING EDUCATION.

Housing Development Partnerships.

The creation and organization of both public and private **Housing Development & Preservation Partnerships (HDPPs)** is key to the successful production and improvement of the local housing stock and maximizing the opportunity to develop affordable housing for all price points for families and households at all income levels. Partnerships with **Grow Sarpy (GS), Lift Up Sarpy County (LUSC), Bellevue Housing Agency (BHA), Bellevue Chamber of Commerce (BCOC), Housing Foundation for Sarpy County (HFSC), Metropolitan Area Planning Agency (MAPA), Eastern Nebraska Community Action Partnership (ENCAP), Eastern Nebraska Office on Aging (ENOA)** and other local housing-related organizations and stakeholders will expand the capacity and ability to create housing in Bellevue. This process should be continued and refined to produce additional partners, such as major employers and foundations, to maximize the potential for both building new housing and preserving the existing housing stock throughout the Community.

The creation of HDPPs should include bringing both housing developers and general contractors to the team to accelerate affordable housing developments.

The following are important Steps in producing an effective HDPPs program and process in the Community.

- Create a **“mission statement”** that meets the overall housing cause or purpose, as it relates to the identified housing of needs and demands of the Community. Recruit local persons and organizations (both public and private) that match the **“mission statement”**.
- Based upon selected **HDPPs** and associated **“mission statements”**, each **HDPPs** will select and prioritize housing programs for both new construction and housing preservation (rehabilitation), with an accompanying timeline for implementation and identify **“most appropriate”** funding tools for the completion of each selected housing.

Attention should be given to increasing in-home health services and home maintenance, repair and modification of homes for elderly households, as well as providing additional affordable housing units, both owner and rental, both with or without supportive services. Housing for special populations should also be targeted to support populations with mental or physical disabilities.

Section 5: Housing Development & Preservation Initiatives.

- Train selected **HDPPs** to serve as local “**affordable housing advocates**” in meeting the local housing needs and, specially, serve as caseworkers for individuals and families unable to have either the income and/or knowledge to help themselves in securing safe, affordable housing.
- Consider the development of a locally-based **land bank program** to create an inventory of vacant, developable land for future residential development, with an emphasis on supporting infill lot developments. **City of Bellevue leadership identified a strong desire to focus on the development of vacant and underutilized lots in the Community’s older and established neighborhoods.**

Housing Education.

Elevating the “**housing intelligence**” of local **HDPPs** will be beneficial to the success of any housing program. Housing intelligence will be supplemented by providing the appropriate learning systems for educating HDPPs and their members on the processes of housing financing and development, including appropriate methods for prioritizing both new construction and housing rehabilitation programs in Bellevue. The following Steps for providing “housing intelligence” are recommended.

- Create a local “**Housing Development Education Program**” for **HDPPs**, complete with certification of pertinent housing development topics, including, but limited to housing need recognition, housing advocacy, housing financial planning and housing development.
- Train **HDPPs** to monitor and understand Local, State and Federal housing legislative proposals and policies that could impact both existing and future housing programs in the Community.
- **HDPPs** will need to fully understand the working connection between this **Affordable Housing Action Plan** and other, current, local planning initiatives that will, in some capacity, have an impact on the future development, rehabilitation and preservation of both the current and future housing stock in the Community. These other planning initiatives typically include the Comprehensive Plans and Zoning Regulations, Capital Improvement Plans, Public Facility/Utility Plans, Downtown Revitalization Studies, Hazard Mitigation Plans, etc. associated with the Community.

2. HOUSING DEVELOPMENT, REHABILITATION & PRESERVATION.

Future affordable housing development in the Community of Bellevue will need to be directed at meeting the housing needs and wants of all household and income sectors, including families, the elderly or retiree, the local workforce, veterans, homeless and near-homeless, minority groups and populations with special needs, from the very-low to the upper income family. Such an effort will require housing programs to be planned and implemented for new construction, housing rehabilitation and the preservation and/or replacement of housing for families residing in substandard/ dilapidated housing.

Future affordable housing development efforts should serve to address health, safety and social issues, as well as provide economic development opportunities. It should be the right of all persons and families in Bellevue to live in safe, decent and affordable housing. The results of new housing developments and the moderate- to substantial rehabilitation of existing housing will elevate the quality of life in the Community.

Housing Unit Target Demand & Budget.

- **The Affordable Housing Action Plan identifies an estimated Housing Unit “Target” Demand of 1,912 new units consisting of 1,098 owner and 814 rental housing units in Bellevue by 2027. The 2032 Housing Unit “Target” Demand will require an estimated 3,248 housing units, including 1,800 owner and 1,448 rental housing units.**
- In addition to the housing demand projections for the City of Bellevue, an estimated **630 owner housing units** should be constructed by 2027 and **1,068 owner housing units** by 2032 in the **Extra-Territorial Jurisdiction** of Bellevue. Housing built in the Extra-Territorial Jurisdiction should be considered for future annexation by the City of Bellevue.



An estimated 80 to 85 percent of the Housing Demand for Bellevue should be new construction, with the remaining housing need accomplished via a planned purchase-rehab-resale/re-rent of existing housing program.

Section 5: Housing Development & Preservation Initiatives.

Demand for Housing Types, Households & Income Sectors.

- By 2027, the Community of Bellevue should target the development of up to 1,912 housing units. This includes the development of **up to 440 affordable housing units in Bellevue (148 owner, 292 rental)** for persons of low income, or **between 0 and 80 percent AMI**. Typically, rental housing units for these income groups are developed with the assistance of Local, State and Federal subsidies, such as Low-Income Housing Tax Credits (LIHTC), HUD Section 8 and State-wide housing trust funds and includes purchase-rehab-resale or re-rent program. An additional activity could include rehabilitating existing low- to moderate income housing for increased marketability and safety of local tenants. **The Bellevue Housing Agency reports an estimated 600 persons are on a wait list for affordable rental housing.** This can be attributed to the absence of available housing units, combined with developers not participating in local Section 8 voucher program.

By 2027, an affordable price product for this AMI range would be a purchase price less than \$281,700 and an affordable monthly rent less than \$940.

- A total of **707 housing units (395 owner, 312 rental)** for persons/families of low to moderate income, or **between 81 and 125 percent AMI** should be targeted for construction throughout the Community by 2027. This income bracket represents much of the “middle income” housing development product, considered to be in the highest demand among young professionals and workforce populations, but also in the smallest supply due to a lack of supportive funding availability, land and development costs, etc. **By 2027, an affordable price product for this AMI range would be an approximate purchase price range between \$300,100 and \$398,800. An affordable monthly rent, by 2027, should range from \$952 to \$1,470.**
- In an effort to satisfy an **immediate housing need** in Bellevue, consider allowing **non-traditional housing developments** on existing residential locations. As an example, this could include allowing for the conversion of owner occupied housing to allow for single room occupancy rental units (for the purpose of housing availability for new major employers or temporary housing in the event of a natural disaster), accessory dwellings and developing homes specifically designed for lots typically not sized to local and/or national building and development codes. This could include the development of housing concepts and prototypes that include mixed use residential/commercial developments and single structure housing projects to increase housing density. Consider infill housing and accessory housing development programs including in-law suites, granny flats, conversion housing, single room occupancy housing and tiny homes as a means of creating more density in developed and older neighborhoods.

Section 5: Housing Development & Preservation Initiatives.

Residential Land Requirements.

- The **City of Bellevue** will need to both identify up to **843 acres by 2027** for the future development of “new” housing units. This includes up to 159 acres for affordable housing units and 585 acres for workforce-related housing. By **2032, 1,425 acres** should be identified for future development. This land use demand will require the City to revisit, review and, if necessary, modify the **Comprehensive Plan** and **Zoning Regulations** to identify future residential land use needs. Include exploring the need to modify Regulations to address the “**missing middle**” housing issue in the Community.

Workforce Housing Demand.

- **Bellevue should develop an estimated 636 owner and 559 rental housing units for the local workforce, by 2027. By 2032, a total of 1,044 owner and 1,010 rental units should be built for the Bellevue local workforce.** The successful implementation of workforce housing will depend on the creation of specific **HDPPs** to address specific work sectors. The involvement of major employees as a participant in HDPPs will be crucial in the successful implementation of various workforce housing programs.
- **Bellevue should target an owner workforce housing price product of \$210,600+ and a monthly rent of \$650+ by 2027. By 2032, a workforce housing price product of \$274,100+ for owner housing units and \$855+ monthly rent should be targeted for Bellevue.**
- The City of Bellevue should consider the development of a “**Work/Live Residential Campus,**” consisting of workforce housing located in close proximity to one or several major employers.



Section 5: Housing Development & Preservation Initiatives.

Housing Rehabilitation & Preservation.

- Plan and implement a comprehensive, community-wide program(s) of and promote housing rehabilitation and preservation in Bellevue, by 2027, including the demolition and replacement of dilapidated housing units. By 2027, an estimated **362 housing units**, both owner and rental, in Bellevue, are in need of **moderate- to substantial rehabilitation**. An additional **33 housing units** are in a condition that would **warrant removal and replacement**. **A total of 596 housing units will need moderate or substantial rehabilitation and 54 units will need to be demolished by 2032.**
- Create and develop partnerships with local non-profit housing providers, including Habitat for Humanity of Sarpy County that could be instrumental in providing new housing development projects that replace existing dilapidated housing or could satisfy a need for “infill” housing.
- Develop new housing stock on vacant lots, both existing and created via demolition. **Reinvestment in distressed neighborhoods**, including neighborhood cleanup activities, will boost the Community’s property value base, while providing additional affordable housing choices for prospective buyers and renters.
- Identify housing units in need of **moderate rehabilitation**. This includes homes needing “cosmetic” and minor “structural” improvements such as new siding, windows, paint, roof surface, doors, etc.
- Identify housing units in need of **substantial rehabilitation** in Bellevue. This includes homes needing the improvements identified above, but also includes repairs to structural and infrastructure elements of the house, such as foundation, baring walls and roof lines/ structural repairs and plumbing/electrical upgrades.
- Identify **occupied housing units** that should be **demolished and replaced** in Bellevue. Housing not cost effective for rehabilitation should be demolished and, eventually, replaced with sound, safe and affordable housing to take advantage of existing infrastructure.
- Establish and implement a **systematic code inspection program** for all housing structures, 60+ years of age, combined with a **rental housing licensing program** in Bellevue. Such a Program would prove beneficial to the overall condition/status of the housing stock in Bellevue.



Section 5: Housing Development & Preservation Initiatives.

Elderly/Senior Affordable Housing.

- A **Continuum of (Housing) Residential Care Program**, directed at persons and families 55+ years of age will need to be implemented in the Community to address several facets of elderly housing and supportive services needs to coincide with a projected growth in elderly population. Partnerships should be created with the local senior/retirement Community including nursing homes, assisted living and senior independent living facilities, Bellevue Chamber of Commerce, Bellevue Community Redevelopment Authority, Bellevue Housing Agency, as well as local homebuilders and home remodelers, realtors and financial institutions.

Attention should be given to increasing in-home health services and home maintenance, repair and modification of homes for elderly households, as well as providing additional affordable housing units, both owner and rental, both with or without supportive services.



- The Community of Bellevue should target up to **652 elderly housing units** by 2027. This would include up to **49 owner and 104 rental units affordable to persons and families of 0 to 80 percent AMI.**
- Local elderly housing providers should collaborate to address all facets of elderly housing and supportive service needs in Bellevue, including the increasing need for in-home services, memory care, maintenance and repair of homes occupied by elderly households in the Community and additional affordable housing, both owner and rental, for elderly persons with and without supportive service needs.
- Secure developable land, via a **Land Trust/Land Bank Program**, for future elderly housing and supportive services projects and associated activities.

Section 5: Housing Development & Preservation Initiatives.

- Plan and develop an “**intergenerational**” elderly housing product to allow for shared living of elderly persons with younger generations of family members or friends.
- Utilize programs and services through the **Eastern Nebraska Office on Aging** to **educate the public** regarding the benefits of safe and affordable senior housing. Develop a messaging platform and communications plan to highlight benefits and resident experiences. Promote programs and services designed to enhance emotional, physical and cognitive well-being, along with the benefits of recreation and leisure opportunities.
- **Continue to support the development of “Senior Residential Communities” in Bellevue. Development programs should be similar in size and scope to Bellwood Courts Apartments, or the recently completed “Freedom Village” garden home and apartment-style housing program.**

Downtown Housing.

- A **Downtown Housing Initiative**, with a detailed schedule of design and implementation is needed in the Community of Bellevue to ensure continued housing opportunities in the Downtown. Priority should be given to projects that utilize upper-level spaces of existing commercial buildings. The potential exists to **create additional Downtown housing, primarily units above the first floor of existing commercial buildings.** The majority of these units would be rental, developed as a result of a building conversion, re-use/repurpose program.



- In addition to new housing, Bellevue should continue to utilize **programs of redevelopment implementation**, including strategies for building structural rehabilitation and beautification, with additional recommendations for downtown housing development, infrastructure improvements and business recruitment and retention initiatives.

Section 5: Housing Development & Preservation Initiatives.

- **Infill development** on vacant/undeveloped parcels, both within and in close proximity to Downtown, should be a priority. Currently, two projects are being developed in or near Downtown Bellevue, including The Bridge Flats (a 53 unit luxury apartment development as part of the City’s recently established “Frontier District” downtown development project) and a townhome development at east 20th and Franklin Streets, near Washington Park and north of Downtown Bellevue.

Special Needs Housing, including Homeless & Near-Homeless Needs.

- Implement a **Comprehensive Special Needs Supportive Housing Program**, including but not limited to housing for homeless and near-homeless persons and families, persons with a disability, requiring special accommodations. An estimated **18 owner** and **40 rental housing units** should be planned and developed for **persons of special needs** in Bellevue, by 2027 and **40 owner** and **75 rental housing units** for special needs populations by 2032. Successful programs involve emergency shelters, transitional housing and group homes that encourage resident safety and/or handicap accessibility.
- A collaboration of local groups such as the Salvation Army, United Way of the Midlands and Sheltering Tree needs to plan and develop solutions to providing housing for Bellevue’s most vulnerable population groups.
- Encourage the development of rental housing utilizing the U.S. Department of Housing and Urban Development’s (HUD) Veteran Affairs Supportive Housing (VASH) voucher program. VASH provides housing assistance for homeless and near-homeless Veterans, in conjunction with HUD’s Housing Choice Voucher program, in addition to case management and clerical services via the U.S. Department of Veteran’s Affairs. A collaborated effort by local Veteran counseling and guidance centers and regional benefits administration offices would be beneficial for providing services, including housing, to local Veterans. **The Eastern Nebraska Veterans Home provides group home housing options for persons with a disability.**
- **Housing for local homeless and near-homeless populations** is a critical need in Bellevue. **Lift Up Sarpy County (LUSC)** is a local “**community response collaboration**” that creates opportunities for housing for local homeless and near-homeless populations, as well as creating strategies to eliminate food insecurity and provide education access in the Sarpy County area, including Bellevue. LUSC estimates five to six families per week are served due to homelessness. A February, 2022 point-in-time count documented 74 individuals contacting LUSC for services including the need for housing.

Section 5: Housing Development & Preservation Initiatives.

Continued collaboration with local, County and Regional partners, including but not limited to Bellevue Housing Agency, Housing Foundation for Sarpy County, Heartland Hope Mission, Methodist Hospital Foundation, Legal Aid of Nebraska and Nebraska Affordable Housing Fund can all play a continued role in alleviating homelessness in Bellevue.

Off-Campus Student Housing.

- Currently, housing for students attending Bellevue University is entirely located off-campus. Bruin Village provides apartment and loft-style housing units south of the main campus. Additionally, Bellevue University has also partnered with Betz Road Apartments, Lloyd Street Apartments and Pinehill Park Apartments to offer housing to students. While University staff stated they are not currently experiencing issues with housing capacity, future housing planning activities will be necessary as enrollment continues to increase. This will need to include **future site identification, land acquisition and partnerships with local builders/developers** willing to construct housing at a price product that meets the financial capabilities of the student population.



Off-Base Military Personnel Housing.

- **Offutt Air Force Base** representatives serving on the Bellevue AHAP Steering Committee identified a desire among younger airmen to find both temporary and permanent housing off-base. Many military personnel are waiting long periods of time before appropriate housing is available and are limited to on-base housing during that time. While “base housing” is routinely inspected and approved for occupation, most singles and young families with military backgrounds are desiring to live elsewhere in the Community. The immediate need for off-base housing for military personnel is high, with AHAP Steering Committee members identifying a need to ensure those personnel members do not cost-burden themselves.

City of Bellevue leadership and HDPPs should establish a “military housing occupation program” that primarily assists airmen stationed at Offutt who desire to find off-base housing in the City of Bellevue. This could include property acquisition and maintenance, down payment assistance for military households and the acquisition of rental properties to be reserved for military personnel and families.

Section 5: Housing Development & Preservation Initiatives.

Emergency Housing & Natural Disaster Preparedness.

- Prepare an emergency housing “plan of action” in an effort to assist the City of Bellevue in providing temporary, short-term shelter to those affected by natural disaster, including post-disaster housing repair, reconstruction and/or household relocation plans. Utilize recommendations set forth in the *Nebraska Housing Impact Analysis*.
- Local, State, Federal “disaster housing partners” will play a critical role in ensuring the provision of housing for persons and families affected by catastrophic natural disaster. Partners should include local governments, the office of the Sarpy County Emergency Manager, Nebraska Investment Finance Authority, Nebraska Department of Economic Development, Nebraska Emergency Management Agency, Federal Emergency Management Agency and U.S. Department of Housing and urban Development.
- Create and monitor a list of residential properties in Bellevue requiring housing repair/rehabilitation or replacement, due to the 2019 flooding incident and assist in securing needed funding, above and beyond insurance assistance to aid families.
- Develop a City of Bellevue “**Emergency Operations Plan**” that includes initiatives for providing temporary housing for persons and families affected by natural disaster.
- Encourage local landlords to allow persons and families displaced by natural disaster to temporarily reside in vacant, non-occupied housing units.
- Review and revise comprehensive planning, land use, zoning and subdivision regulation documents as a means of limiting or eliminating housing development in areas where a natural disaster, such as flooding, could frequently occur.

Section 5: Housing Development & Preservation Initiatives.

Zoning Regulations for the Development of Innovative/Alternative Housing Types.

- **Existing Community Zoning Regulations** should be reviewed/updated to ensure that any “new” innovative Zoning concepts exist to maximize affordable housing development opportunities. This would include the review/evaluation of density standards, lot sizes, set-backs, street widths, etc. to allow for the development of innovative/alternative housing unit types, as identified below. Currently, Bellevue maintains 12 residential and mixed use development zoning districts that exclusively allow for the development of housing in a variety of capacities as a permitted use.
 - ✓ **Accessory Dwelling Units**, also known as “ADUs,” “In-Law Suites” or “Granny Flats,” provide additional affordable housing opportunities in communities. Accessory Housing structures are typically constructed on established built residential lots, typically of 600 sq. ft. or less. These units must meet all local Building/Housing Code requirements. **Currently, the City of Bellevue does not have a definition regarding ADUs;**
 - ✓ **Tiny Houses**, a residential development concept currently being considered in many communities, today, is an inexpensive affordable housing option. Tiny Houses, constructed as small as 200 sq. ft., are being built in both open, vacant lots and planned subdivisions, equipped with all amenities necessary to meet local Building/Housing Code requirements;
 - ✓ **Single Room Occupancy (SRO) Housing**, typically developed as expanded dormitory-style housing, consisting of six, eight or more units per building, SRO housing is a suitable housing type for young professionals entering the workforce, as well as families in housing transitional; **and**
 - ✓ **“Work/Live Residential Campus,”** consisting of workforce housing of varied types and price points developed in close proximity to one or several major employers in a “walkable” campus setting.

Section 5: Housing Development & Preservation Initiatives.

Housing & Alternative Energy.

- Encourage housing developers throughout the Community to take advantage of **“tools of alternative energy implementation,”** such as personal wind energy conversion systems, solar panels and geothermal technology to make housing more energy efficient and reduce utility costs for the unit occupant.
- Promote the use of **modern energy conservation methods** to reduce the consumption of energy in residential sectors.
- **Utilize local Zoning Regulations and building codes** to control the placement and operation of alternative energy systems. Local Zoning Regulations should be able to control the placement of individual energy systems to limit their impact on adjacent property and the visual character of residential, commercial and industrial areas.
- Promote the development of vocational **education opportunities** at both **Public and Private School Systems** to educate the future workforce in alternative energy design, fabrication of equipment and maintenance.
- Promote the **expanded use of solar and geothermal exchange energy systems** for applications throughout the Community’s **Extra-Territorial Jurisdiction.**
- Consider implementing a **“pilot” alternative energy program** at a developing residential subdivision in the Community. An alternative energy source(s) could generate 100 percent of the energy needs for heating and cooling, as an example, promoting affordable development.
- Promote the **rehabilitation of residential buildings throughout the Community** utilizing weatherization methods and energy efficient or **“green building” materials** in conformance to the **“LEED” Certified Building techniques.**
- **Expand awareness of available incentives** that could assist in replacing old lighting fixtures, or heating and cooling systems in housing units with new energy efficient systems that reduce consumption and energy costs.

Section 5: Housing Development & Preservation Initiatives.

Impediments to Fair Housing Choice.

- The Community of Bellevue should continue efforts to eliminate **all barriers and impediments to fair housing choice**. Both public and private sectors of the Community should play a role in this process, including local government, schools, churches and the private sector.
- Create and support the efforts of a **Community-Wide “Fair Housing Advisory Group”** through the provision of adequate resources for the delivery of fair housing activities. Local Housing Authorities, with the assistance of the Bellevue Housing Agency and Housing Foundation for Sarpy County should take the lead role in this important housing activity. **Activities of the Advisory Group could include the following:**
 - ✓ Create an **“Action Plan”** to identify strategies to further affordable housing opportunities.
 - ✓ Host a **“Housing Fair”** for developers and contactors to promote existing market opportunities that exist for the development of affordable housing.
 - ✓ Promote **“Equal Housing Opportunities”** on flyers, brochures and local newspapers.
- Address the **primary impediments to fair housing choice** throughout the Community. Respondents to both the **Housing Survey** and **Workforce Housing Needs Survey** identified impediments to fair housing for **homeowners** as housing prices and a lack of sufficient homes for sale. For **renter households**, impediments included the high cost of monthly rent and a lack of decent rental units at an affordable price range.
- The Community of Bellevue should utilize existing **Fair Housing Policies** and **Property Maintenance Codes** to ensure all current and future residents of the Community do not experience any discrimination in housing choice and that properties are not overtaken by debris, potentially leading to unsafe and unhealthy conditions.



Section 5: Housing Development & Preservation Initiatives.

- Address the **housing needs of persons with a disability(ies)**, by planning and implementing fully accessible housing, both for rent and for sale. Include supportive services where necessary. It is recommended that, at a minimum, 10 percent of new housing added to the housing stock should be fully accessible for persons with a physical and/or sensory disability.
- **Support bilingual and impoverished families** in their search for affordable housing. This could include housing counseling, homeownership classes and information on fair lending practices.



3: HOUSING STUDY IMPLEMENTATION & REVIEW.

This **Plan** contains a variety of qualitative and quantitative information from local, State and Federal data sources and Survey implementation. Documented statistics and citizen input provide a clear and concise understanding of local housing needs that will assist local governments and organizations (public, private and non-profit) in creating and maintaining a resilient, sustainable Community.

Financing Activities for Housing Development.

- Housing developers doing business in Bellevue should consider both public and private funding sources when constructing new or improving the local housing stock and, thus, be encouraged to pursue securing any and all available tools of financing assistance to do so. This assistance is available from the Nebraska Investment Finance Authority, Nebraska Department of Economic Development, Midwest Housing Development Fund, Federal Home Loan Bank and the Department of Housing and Urban Development in the form of grants, tax credits and mortgage insurance programs.
- First and foremost, **HDPPs** in **Bellevue** are encouraged to **establish or expand existing local, housing-related Foundations** for the purpose of financing housing development activities. Program concepts could include the following:
 - ✓ Investment funding for individual owner and rental housing rehabilitation programs.
 - ✓ Development of a community purchase-rehab-resale and re-rent program. Vacated housing on the real estate market in need of rehabilitation could be purchased by **HDPPs** or a local economic development entity, for the purpose of being rehabilitated into a viable, livable housing unit for persons and families generally of moderate income. The house is then put back on the market for sale by a local realtor or other housing-related agency.
 - ✓ Gap financing and/or developer incentives for the construction of new, affordable housing units.
 - ✓ Down payment and closing cost assistance via low- or no-interest loans for persons and families purchasing a home in Bellevue. Housing purchase price maximums and household income thresholds can be determined by **HDPPs**.
 - ✓ First or second mortgage assistance for prospective or current homeowners, including reduced rate or deferred payment loans.

Section 5: Housing Development & Preservation Initiatives.

- Continue utilizing **Tax Increment Financing (TIF)** to assist developers in financing new housing developments, specifically for land purchase, preparation and public facility/utility requirements.
- In 2020, the “**Middle Income Workforce Housing Investment Act**” (*Legislative Bill 866*) was adopted to supply matching grants to non-profit development entities with a background in housing development. This funding opportunity is only available to communities in Douglas, Lancaster and Sarpy Counties and must take place in a qualified Census Tract. Construction of new owner-occupied housing after-construction appraised value, or a housing rehabilitation project that exceeds 50 percent of a unit’s before-construction assessed value, must range from \$125,000 to \$275,000. The housing project must not benefit from low-income housing tax credit or state or federal subsidy programs.

Affordable Housing Action Plan Maintenance.

- This **Bellevue AHAP** should be reviewed annually by local housing providers and partnerships, including the City of Bellevue, Bellevue Chamber of Commerce, Bellevue Housing Agency, Housing Foundation for Sarpy County, local business leadership and school systems, local Foundations and other important for-profit and non-profit groups and organizations and local housing stakeholders.
- **Engaging local organizations and housing stakeholders** in the planning and implementation of new housing programs will make the use of housing funds more effective and encourage investors to make better informed decisions that target the Community’s needs and desires for new and improved housing types. All of this will result in stability and growth for the Community.
- Maintain a current and modern Comprehensive Plan for the Community, as well as Zoning and Subdivision Regulation documents, in an effort to continue efficient, sustainable housing development. These documents are critical to any community as it strives to maintain a strong quality of life and enhance local community sustainability and resiliency. A proactive City Council and Planning Commission will have the ability to effectively govern and direct housing development/redevelopment activities with current documents.
- Establish an **annual review process of local Comprehensive Planning** and associated **Zoning and Subdivision Regulation documents**. The Bellevue Planning Commission, City Council and local governmental volunteers and community and economic development groups should all be involved in this review. This will ensure a consistent vision for community and economic growth and development.

SECTION 6

FIVE-YEAR AFFORDABLE HOUSING ACTION PLAN.

INTRODUCTION.

The greatest challenge for Bellevue, during the next **five years, or by 2027**, will be to develop housing units for low- to moderate-income families, the elderly and special population households, with attention given to workforce households. **The Programs listed have a specific focus on persons/families with incomes at or below 80 percent of Area Median Income.** The successful implementation of the “**Five-Year Affordable Housing Action Plan**” will involve a **five-step implementation process** including the following:

- 1) Coordination of Bellevue/Sarpy County Housing Stakeholders, to create appropriate **Housing Development Partnerships**, per specific affordable housing activities;
- 2) Secure a professional “**Affordable Housing Development Specialist**” to plan and implement affordable housing projects in Bellevue;
- 3) Secure affordable **housing developers and contractors to work as a team** with Housing Development Partnerships and the Housing Development Specialist in selecting, prioritizing and producing appropriate affordable housing projects in Bellevue;
- 4) Secure both public and **private donations for funding affordable housing projects**; and
- 5) Implementation of **affordable housing activities** via property acquisition, infrastructure installation and project construction.

The planning and implementation of affordable housing programs for persons/families of 0 to 80 percent AMI could be combined with other both owner and rental housing demand, in the City of Bellevue, at 81 percent+ AMI, as identified in this Plan, in an effort to create mixed use income housing programs while maintaining development cost efficiency.

PLACE-BASED DEVELOPMENT COMPONENTS.

Each **Affordable Housing Program** identified in this **Bellevue Five-Year Housing Action Plan** should incorporate “**Place-Based**” **Development Components**, as identified by the Nebraska Investment Finance Authority, whereby development supports each community’s quality of life and availability of resources including, but not limited to: public safety, community health, education and cultural elements.

ACCESS AND LINKAGES:

- Does the housing program have adequate accessibility and walkability to other neighborhoods and centers in the Community?
- What is the program’s proximity to local services and amenities?
- Can people utilize a variety of transportation modes, such as sidewalks, streets, automobiles, bicycles and public transit, to travel to and from the housing program?
- Is the housing program visible from other neighborhoods or parts of the City?
- Is public parking available for visitors to the housing program?

COMFORT AND IMAGE:

- Is the proposed housing program located in a safe neighborhood?
- Are there historic attributes to consider for the proposed housing program?
- Is the neighborhood of the proposed housing program clean and safe for all residents?
- Are there any environmental impacts that could hinder the development of a housing program?

USES AND ACTIVITIES:

- How will the proposed housing program be used? By young families and local workforce? By elderly or special needs populations?
- Are there amenities proposed, or existing and nearby to the housing program that will keep local residents active, including parks and recreation opportunities?
- Does the housing program include a central gathering space for program residents, as well as Community residents?

SOCIABILITY:

- Will the housing program be developed in a way that will allow residents to socialize and interact with one another?
- Will people take pride in living at the proposed housing program?
- Are diverse populations encouraged to reside at the housing program?
- Does the housing program present a welcoming environment for both current and prospective residents?

ORGANIZATIONAL/OPERATIONAL PROGRAMS.

1. Land Bank Program.

Purpose:

The City of Bellevue, in partnership with **local Housing Stakeholders**, create a non-governmental, non-profit (501c) organization, or utilize an existing area Foundation to establish a **Land Bank Program** for the purpose of securing land and distressed properties for both future affordable housing development and redevelopment activities throughout **Bellevue**.

Estimated Cost (annual operational): \$750,000.

2. Maintain Local Housing Investment Funding Programs.

Purpose:

The City of Bellevue, with assistance from the **Housing Foundation for Sarpy County, Bellevue Community Foundation** and other **local housing and economic development stakeholders in the Community**, create a “pool” or “bank” of funds to invest in needed gap financing for local affordable housing development and rehabilitation activities. This is coupled with encouraging the involvement of **major employers and local/regional housing developers** with assisting employees in obtaining affordable housing through first-time homebuyer and down payment assistance programs as well as financial support to local developers constructing workforce housing.

Estimated Cost (annual fund drive): \$1,200,000.

3. Establish an Area-Wide Housing Disaster/Pandemic Recovery Program.

Purpose:

The City of Bellevue, with the assistance of **Sarpy County Emergency Management Agency** and **Local Housing Stakeholders**, create a locally-funded program designed to assist persons and families living in housing affected by natural disaster and/or COVID-19. In combination with State and Federal disaster grant programs, funding for this **Program** should include funding via local foundations, financial lending institutions and private donations.

Estimated Cost (annual): \$450,000.

AFFORDABLE HOUSING REHABILITATION/PRESERVATION PROGRAMS.

4. Owner/Rental Housing Rehabilitation/Preservation Program.

Purpose:

The City of Bellevue, with the assistance of **Local Housing Contractors** and **Housing Stakeholders**, as well as personal investment among housing property owners/developers, should set a 2027 goal of **125 to 140 housing units** to receive moderate rehabilitation and **75 to 90 housing units** to receive substantial rehabilitation. Identify Community block areas with excessive deterioration and dilapidation of housing units, especially areas where Tax Increment Financing can supplement a project. This could also include utilizing a Purchase-Rehab-Resale and/or Re-Rent Program providing housing for low- to moderate-income family households (0% to 80% AMI).

Estimated Moderate Rehabilitation Cost: \$29,000 to \$42,000 per unit.
Estimated Substantial Rehabilitation Cost: \$47,000 to \$55,000 per unit.
Estimated Cost Subsidy: 40% to 80% per unit.

5. Owner/Rental Housing Demolition/Replacement Program.

Purpose:

The City of Bellevue and **Local Housing Stakeholders**, with the assistance of **Local Housing Contractors** and personal investment among housing property owners/developers, should set a 2027 goal of **30 housing units**, to be purchased/donated, demolished and replaced with new, innovative affordable housing types, for families/elderly.

Estimated Purchase/Demolition/Construction Cost: \$265,000-\$332,000 per unit.
Estimated Cost Subsidy: 45% to 60% per unit.

AFFORDABLE HOUSING FOR ELDERLY/SENIOR POPULATIONS.

6. Affordable Elderly (55+ Years) Rental Housing Program.

Purpose:

Develop **one- or two-bedroom independent living senior duplex/triplex, townhome, “garden home” or apartment units, standard amenities and the potential for maintenance-free living options**, to meet the affordable rental housing needs of low- to moderate income elderly households (0% to 80% AMI). This **Program** would include **up to 104 units** and should feature a variety of living options and on-site amenities. The Program could involve assistance from the **Bellevue Housing Agency, Housing Foundation for Sarpy County, local specialized senior housing providers and housing developers.**

Total Estimated Cost: \$17,500,000.

Estimated Cost Subsidy: 60% or \$10,500,000.

7. Elderly (55+ Years) Owner Housing Program.

Purpose:

Develop up to **50 two+-bedroom owner units**, scattered site or in a designated residential subdivision/retirement community, with standard amenities, to meet the housing needs of low- to moderate income elderly households (31% to 80% AMI). This could be coupled with a Purchase-Rehab-Resale or Re-Rent Housing Program and/or an Infill Housing Development Program. The **Program** could involve assistance from the **Bellevue Housing Agency, Housing Foundation for Sarpy County and local contractors/builders.**

Total Estimated Cost: \$15,950,000.

Estimated Cost Subsidy: 40% or \$6,380,000.

AFFORDABLE HOUSING FOR FAMILIES & SPECIAL NEEDS POPULATIONS.

8. General Affordable & Workforce Rental Housing Program.

Purpose:

Develop up to **160 one-, two- or three-bedroom affordable housing units, including single-room-occupancy rental units, duplex/triplex, townhome or general rental apartment units**, Community-wide, with standard amenities, to meet the rental housing needs of families and individuals (0% to 80% AMI). **Program** should be combined with a **Workforce Employer Housing Assistance Program**. **Partnerships with local major employers, Bellevue Housing Agency, Housing Foundation for Sarpy County and local housing developers/contractors are recommended. Potential tenants could also include off-campus housing for students of Bellevue University and off-base housing for military personnel of Offutt Air Force Base.**

Estimated Cost: \$29,600,000.

Estimated Cost Subsidy: 60% or \$17,760,000.

9. Affordable Homeownership Program.

Purpose:

Develop up to **80 two+-bedroom owner affordable housing units**, Community-wide on scattered sites or in a residential subdivision, with standard amenities, to meet the housing needs of low- to moderate income family households (0% to 80% AMI). **Program** should be combined with a **Workforce Employer Housing Assistance Program**, a **Purchase-Rehab-Resale or Re-Rent Housing Program** and/or an **Infill Housing Development Program**. **Partnerships with Bellevue Housing Agency, Housing Foundation for Sarpy County and local housing developers/contractors are recommended.**

Estimated Cost: \$25,800,000.

Estimated Cost Subsidy: 40% or \$10,320,000.

10. Special Needs Population Affordable Housing Program.

Purpose:

Plan and implement an **Affordable Housing Program** of up to **40 units** of owner and rental housing for **Bellevue** residents with special needs and with very-low to low-income households (0% to 80% AMI). This includes handicap accessible housing, both new construction and existing housing rehabilitation, and appropriate group home housing for persons with a cognitive and/or physical disability. **Partnerships with the Bellevue Housing Agency, Housing Foundation for Sarpy County, Lift Up Sarpy County, United Way of the Midlands, local non-profit organizations and local contractors/builders are recommended.**

Estimated Cost: \$10,200,000.

Estimated Cost Subsidy: 70% or \$7,140,000.

11. Homeless and Near-Homeless Housing Program.

Purpose:

Plan and implement a **Program** of up to **24 units** of rental housing for **Bellevue** residents experiencing homelessness and near-homelessness, including transitional and/or overnight/temporary emergency shelter and group home housing for very-low income and impoverished households. **Partnerships with the Bellevue Housing Agency, Housing Foundation for Sarpy County, Lift Up Sarpy County, United Way of the Midlands, local non-profit organizations and local contractors/builders are recommended.**

Estimated Cost: \$3,900,000.

Estimated Cost Subsidy: 90% or \$3,510,000.

Bellevue Housing Survey

Survey Submits 530

Where do you reside? If Other, identify where and why.

Answer Choice	Response Count	Response Percentage
Inside the City of Bellevue Corporate Limits	445	84%
One Mile or Less from Bellevue	21	3%
Rural/Unincorporated Sarpy County	23	4%
Other	40	7%
Total Responses	529	

Gender

Answer Choice	Response Count	Response Percentage
Male	141	26%
Female	369	70%
Prefer not to answer	16	3%
Total Responses	526	

What is your current age?

Answer Choice	Response Count	Response Percentage
18-24	9	1%
25-34	75	14%
35-44	133	25%
45-54	110	20%
55-64	114	21%
65-74	64	12%
75-84	21	3%
85+	2	0%
Total Responses	528	

Appendix I: Bellevue Survey Results.

Number of persons in your household?

Answer Choice	Response Count	Response Percentage
1	65	12%
2	196	37%
3	90	17%
4	90	17%
5+	85	16%
Total Responses	526	

Please indicate your household income range.

Answer Choice	Response Count	Response Percentage
Less Than \$50K	110	21%
\$50K-\$74K	111	21%
\$75K-\$99K	92	18%
\$100K-\$149K	102	19%
\$150K-\$199K	52	10%
\$200K-\$249K	20	3%
\$250K-\$299K	10	1%
\$300K or More	14	2%
Total Responses	511	

If you do not live in Bellevue, are you interested in moving to the Community?

Answer Choice	Response Count	Response Percentage
Yes	63	39%
No	97	60%
Total Responses	160	

Which type of housing do you currently live in?

Answer Choice	Response Count	Response Percentage
Single Family House (Own)	384	72%
Single Family House (Rent)	49	9%

Appendix I: Bellevue Survey Results.

Duplex/Triplex (Own)	2	0%
Duplex/Triplex (Rent)	5	0%
Townhome (Own)	5	0%
Townhome (Rent)	8	1%
Manufactured/Mobile Home (Own)	1	0%
Manufactured/Mobile Home Rent)	2	0%
Rental Apartment	57	10%
Condominium	0	0%
Acreage	3	0%
Other	11	2%
Total Responses	527	

How many bedrooms do you have in your current home?

Answer Choice	Response Count	Response Percentage
One	23	4%
Two	70	13%
Three	256	48%
Four+	177	33%
Total Responses	526	

Are you satisfied with your current housing situation?

Answer Choice	Response Count	Response Percentage
Yes	347	66%
No	178	33%
Total Responses	525	

If No, please explain.

TOP RESPONSES: Housing unit is too small. Housing unit needs extensive repair/rehabilitation.

I can not afford to live where I do now. I desire to live in another Community.

Total Responses	168
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Appendix I: Bellevue Survey Results.

What (estimated) percentage of your net family income do you spend, annually, on housing (includes rent/utilities, principal & interest payment, taxes, insurance)?

Answer Choice	Response Count	Response Percentage
0%-15%	82	15%
16%-30%	167	32%
31%-40%	115	22%
41%-50%	83	16%
50% or More	68	13%
Total Responses	515	

In the last 18 months, have you or your family been homeless and/or near-homeless?

Answer Choice	Response Count	Response Percentage
Yes	56	10%
No	466	89%
Total Responses	522	

Are you, or has anyone in your household, experienced a loss of employment income and/or housing due to the COVID-19 Pandemic?

Answer Choice	Response Count	Response Percentage
Yes	122	23%
No	402	76%
Total Responses	524	

If Yes, have you received pay for the time you were not working?

Answer Choice	Response Count	Response Percentage
Yes, I used paid leave	20	11%
Yes, I received full pay but do not have to take leave	11	6%
Yes, I received partial pay	20	11%
No, I received no pay	125	71%
Total Responses	176	

Appendix I: Bellevue Survey Results.

Also, over the past three months, have you paid your monthly rent or mortgage on time?

Answer Choice	Response Count	Response Percentage
Yes	447	89%
No	55	10%
Total Responses	502	

How confident are you that your household will be able to pay your next rent or mortgage payment on time?

Answer Choice	Response Count	Response Percentage
No confidence	22	4%
Slight Confidence	30	5%
Moderate Confidence	93	18%
High Confidence	356	70%
Payment is/will be deferred	3	0%
Total Responses	504	

Which of the following housing issues have you experienced as a result of the COVID-19 Pandemic? Check all that apply.

Answer Choice	Response Count	Response Percentage
Deferred rent/mortgage payment	46	26%
Delayed housing construction	34	19%
Delayed relocation	37	21%
Difficulty obtaining a mortgage loan or other financial assistance	51	29%
Other	51	29%
Total Responses	175	

What are some of the issues or barriers you experience with obtaining affordable, suitable housing for your household? Please check all that apply.

Answer Choice	Response Count	Response Percentage
Lack of handicap accessible housing	19	12%
Lack of adequate public transportation	32	21%

Appendix I: Bellevue Survey Results.

Lack of knowledge of fair housing rights	21	14%
Cost of rent	129	86%
Restrictive zoning/building codes	5	3%
Job status	28	18%
Attitudes of landlords & neighbors	57	38%
Lack of availability of decent rental units in your price range	106	71%
Use of background checks	12	8%
Excessive application fees and/or rental deposits	67	44%
Cost of utilities	51	34%
Lack of educational resources about tenant responsibilities	9	6%
Age of existing rental housing	38	25%
Condition of existing rental housing	67	44%
Other	12	8%
Total Responses	149	

How much are you currently paying for your monthly rent?

Answer Choice	Response Count	Response Percentage
No Rent Payment	66	32%
Less Than \$400	5	2%
\$400-\$600	7	3%
\$601-\$800	19	9%
\$801-\$950	22	10%
\$951-\$1,100	16	7%
\$1,101-\$1,250	23	11%
\$1,251-\$1,500	18	8%
\$1,501-\$1,750	16	7%
\$1,751-\$1,999	3	1%
\$2,000+	6	2%
Total Responses	201	

Appendix I: Bellevue Survey Results.

What is the most your family could afford for monthly rent?

Answer Choice	Response Count	Response Percentage
No Rent Payment	44	22%
Less Than \$400	8	4%
\$400-\$600	19	9%
\$601-\$800	25	12%
\$801-\$950	25	12%
\$951-\$1,100	19	9%
\$1,101-\$1,250	20	10%
\$1,251-\$1,500	20	10%
\$1,501-\$1,750	10	5%
\$1,751-\$1,999	4	2%
\$2,000+	5	2%
Total Responses	199	

What are some of the issues or barriers you experience with obtaining affordable, suitable housing for your household? Please check all that apply.

Answer Choice	Response Count	Response Percentage
Lack of handicap accessible housing	32	11%
Lack of adequate public transportation	51	19%
Lack of knowledge of fair housing rights	22	8%
Housing purchase prices/cost to own	160	59%
Restrictive zoning/building codes	26	9%
Job status	23	8%
Attitudes of immediate neighbors	40	14%
Mortgage lending application requirements	29	10%
Excessive down payment/closing costs	94	35%
Cost of utilities	103	38%
Lack of educational resources about homeowner responsibilities	21	7%
Cost of homeowners insurance	89	33%

Appendix I: Bellevue Survey Results.

Lack of sufficient homes for sale/housing choice	96	35%
Age of existing housing	60	22%
Condition of existing housing	83	30%
Inability to get a loan	15	5%
Other	32	11%
Total Responses	268	

What is your monthly mortgage payment?

Answer Choice	Response Count	Response Percentage
Paid in Full	78	21%
Less Than \$400	4	1%
\$400-\$600	8	2%
\$601-\$800	24	6%
\$801-\$1,000	28	7%
\$1,001-\$1,250	51	13%
\$1,251-\$1,500	63	17%
\$1,501-\$2,000	78	21%
\$2,001-\$2,500	20	5%
\$2,501-\$2,999	10	2%
\$3,000+	6	1%
Total Responses	370	

Appendix I: Bellevue Survey Results.

What is the most your family could afford for a home?

Answer Choice	Response Count	Response Percentage
Less Than \$100K	26	7%
\$100K-\$175K	88	24%
\$176K-\$250K	99	27%
\$251K-\$300K	60	16%
\$301K-\$400K	46	12%
\$401K-\$500K	16	4%
\$501K+	26	7%
Total Responses	361	

Single Family Housing

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	54	10%
2	38	7%
3 (Somewhat Needed)	93	18%
4	97	19%
5 (Greatly Needed)	219	43%
Mean	3.78	
Median	4	
Total Responses	501	

Appendix I: Bellevue Survey Results.

Rental Housing (General)

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	86	17%
2	45	9%
3 (Somewhat Needed)	115	23%
4	70	14%
5 (Greatly Needed)	174	35%
Mean	3.41	
Median	3	
Total Responses	490	

Condominiums/Townhomes

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	107	21%
2	62	12%
3 (Somewhat Needed)	119	24%
4	90	18%
5 (Greatly Needed)	114	23%
Mean	3.09	
Median	3	
Total Responses	492	

Appendix I: Bellevue Survey Results.

Duplex/Triplex Housing Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	128	26%
2	59	12%
3 (Somewhat Needed)	136	28%
4	68	14%
5 (Greatly Needed)	93	19%
Mean	2.87	
Median	3	
Total Responses	484	

Rehabilitation of Owner-occupied Housing Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	59	12%
2	47	9%
3 (Somewhat Needed)	137	28%
4	97	20%
5 (Greatly Needed)	134	28%
Mean	3.42	
Median	3	
Total Responses	474	

Appendix I: Bellevue Survey Results.

Rehabilitation of Renter-occupied Housing

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	61	13%
2	40	8%
3 (Somewhat Needed)	113	24%
4	110	23%
5 (Greatly Needed)	144	30%
Mean	3.5	
Median	4	
Total Responses	468	

Housing Choices for First-Time Homebuyers

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	31	6%
2	28	5%
3 (Somewhat Needed)	82	16%
4	85	17%
5 (Greatly Needed)	259	53%
Mean	4.06	
Median	5	
Total Responses	485	

Appendix I: Bellevue Survey Results.

Independent/Group Home Housing for Persons with a Mental/Physical Disability

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	63	13%
2	55	11%
3 (Somewhat Needed)	132	28%
4	82	17%
5 (Greatly Needed)	136	29%
Mean	3.37	
Median	3	
Total Responses	468	

Senior Independent Living Housing – Owner & Rental

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	82	17%
2	46	9%
3 (Somewhat Needed)	123	25%
4	104	21%
5 (Greatly Needed)	126	26%
Mean	3.3	
Median	3	
Total Responses	481	

Appendix I: Bellevue Survey Results.

Licensed Assisted Living, with Specialized Services (i.e. health, food prep, recreation services, etc.)

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	82	17%
2	53	11%
3 (Somewhat Needed)	143	30%
4	94	20%
5 (Greatly Needed)	98	20%
Mean	3.16	
Median	3	
Total Responses	470	

Housing in Downtown (Work/Live)

Answer Choice	Response Count	Response Percentage
1 (Not Needed/Sufficient Supply)	115	24%
2	54	11%
3 (Somewhat Needed)	145	31%
4	57	12%
5 (Greatly Needed)	90	19%
Mean	2.9	
Median	3	
Total Responses	461	

Are you planning to change your current housing situation in the next five years?

Answer Choice	Response Count	Response Percentage
Yes	311	67%
No	147	32%
Total Responses	458	

Appendix I: Bellevue Survey Results.

If Yes, why are you planning to change your current housing situation?

Answer Choice	Response Count	Response Percentage
Need local affordable housing.	59	18%
Need larger housing.	75	23%
Present home in poor state of repair.	13	4%
Need senior/elderly housing.	25	7%
Need specially adapted home.	7	2%
Need to be closer to relatives who are in the area.	2	0%
Need independent housing.	9	2%
Need to "downsize".	44	13%
Need to be closer to employment.	10	3%
Need to be closer to a dependent.	0	0%
Death, divorce or other change in family structure requiring a move.	11	3%
Other	66	20%
Total Responses	321	

Which of the following places do you desire to rent or purchase a home? If "Other", where and why?

Answer Choice	Response Count	Response Percentage
Inside the City of Bellevue Corporate Limits	173	47%
One Mile or less from Bellevue	38	10%
Rural/Unincorporated Sarpy County	64	17%
Other	90	24%
Total Responses	365	

Which one of the following housing types are you most like to purchase?

Answer Choice	Response Count	Response Percentage
Single Family	269	72%
Attached Townhouse or Duplex/Triplex Unit	21	5%
Residential Acreage	24	6%
Mobile Home	1	0%

Appendix I: Bellevue Survey Results.

Patio Home/Slab Home	2	0%
Tiny Home	8	2%
Upper Level/Downtown	3	0%
Apartment	19	5%
Senior Living Community	26	6%
Total Responses	373	

How many bedrooms would your family need?

Answer Choice	Response Count	Response Percentage
1	16	4%
2	97	25%
3	157	41%
4+	107	28%
Total Responses	377	

Will you support your Community using Local, State and/or Federal grant funds to conduct an owner housing rehabilitation program?

Answer Choice	Response Count	Response Percentage
Yes	380	76%
No	115	23%
Total Responses	495	

Will you support your Community using Local, State and/or Federal grant funds to conduct a renter housing rehabilitation program?

Answer Choice	Response Count	Response Percentage
Yes	341	69%
No	150	30%
Total Responses	491	

Appendix I: Bellevue Survey Results.

Will you support your Community establishing a program to purchase and remove dilapidated houses to make affordable lots available for development?

Answer Choice	Response Count	Response Percentage
Yes	375	76%
No	117	23%
Total Responses	492	

Will you support your Community securing State and/or Federal grant dollars to purchase, rehabilitate and resell vacant housing?

Answer Choice	Response Count	Response Percentage
Yes	397	80%
No	99	19%
Total Responses	496	

Will you support your Community securing State and/or Federal grant dollars to provide down payment assistance to first-time homebuyers?

Answer Choice	Response Count	Response Percentage
Yes	357	72%
No	137	27%
Total Responses	494	

Case Management/Legal Aid

Answer Choice	Response Count	Response Percentage
1 (poor)	44	26%
2 (Fair)	67	39%
3 (Good)	44	26%
4 (Excellent)	13	7%
Mean	2.15	
Median	2	
Total Responses	168	

Appendix I: Bellevue Survey Results.

Cultural/Language Assistance

Answer Choice	Response Count	Response Percentage
1 (poor)	33	20%
2 (Fair)	67	41%
3 (Good)	50	31%
4 (Excellent)	10	6%
Mean	2.23	
Median	2	
Total Responses	160	

Continuing Education Opportunities

Answer Choice	Response Count	Response Percentage
1 (poor)	41	22%
2 (Fair)	50	27%
3 (Good)	57	31%
4 (Excellent)	31	17%
Mean	2.44	
Median	2	
Total Responses	179	

Employment Opportunities/Training

Answer Choice	Response Count	Response Percentage
1 (poor)	45	25%
2 (Fair)	60	34%
3 (Good)	50	28%
4 (Excellent)	21	11%
Mean	2.27	
Median	2	
Total Responses	176	

Appendix I: Bellevue Survey Results.

Adult Care Services

Answer Choice	Response Count	Response Percentage
1 (poor)	37	21%
2 (Fair)	62	35%
3 (Good)	56	32%
4 (Excellent)	19	10%
Mean	2.33	
Median	2	
Total Responses	174	

Health Services (Mental, Physical, etc.)

Answer Choice	Response Count	Response Percentage
1 (poor)	35	19%
2 (Fair)	54	30%
3 (Good)	49	27%
4 (Excellent)	39	22%
Mean	2.52	
Median	2	
Total Responses	177	

Food/Meals-On-Wheels

Answer Choice	Response Count	Response Percentage
1 (poor)	19	11%
2 (Fair)	64	37%
3 (Good)	62	36%
4 (Excellent)	25	14%
Mean	2.55	
Median	3	
Total Responses	170	

Appendix I: Bellevue Survey Results.

Home Health & Memory Care

Answer Choice	Response Count	Response Percentage
1 (poor)	34	20%
2 (Fair)	67	39%
3 (Good)	50	29%
4 (Excellent)	19	11%
Mean	2.32	
Median	2	
Total Responses	170	

Counseling Services

Answer Choice	Response Count	Response Percentage
1 (poor)	36	21%
2 (Fair)	67	40%
3 (Good)	49	29%
4 (Excellent)	14	8%
Mean	2.25	
Median	2	
Total Responses	166	

Aides for Disabilities

Answer Choice	Response Count	Response Percentage
1 (poor)	44	26%
2 (Fair)	61	37%
3 (Good)	46	28%
4 (Excellent)	13	7%
Mean	2.17	
Median	2	
Total Responses	164	

Appendix I: Bellevue Survey Results.

Home Repair/Rehabilitation Services

Answer Choice	Response Count	Response Percentage
1 (poor)	60	35%
2 (Fair)	60	35%
3 (Good)	36	21%
4 (Excellent)	14	8%
Mean	2.02	
Median	2	
Total Responses	170	

Transportation/Auto Repair

Answer Choice	Response Count	Response Percentage
1 (poor)	56	32%
2 (Fair)	46	26%
3 (Good)	48	27%
4 (Excellent)	25	14%
Mean	2.24	
Median	2	
Total Responses	175	

Finance Assistance/Management

Answer Choice	Response Count	Response Percentage
1 (poor)	52	31%
2 (Fair)	55	33%
3 (Good)	39	23%
4 (Excellent)	20	12%
Mean	2.16	
Median	2	
Total Responses	166	

Appendix I: Bellevue Survey Results.

Housing (Permanent, Transitional, etc.)

Answer Choice	Response Count	Response Percentage
1 (poor)	47	27%
2 (Fair)	61	35%
3 (Good)	45	26%
4 (Excellent)	19	11%
Mean	2.21	
Median	2	
Total Responses	172	

Law Enforcement

Answer Choice	Response Count	Response Percentage
1 (poor)	15	8%
2 (Fair)	29	16%
3 (Good)	68	37%
4 (Excellent)	69	38%
Mean	3.06	
Median	3	
Total Responses	181	

Senior Social & Recreation Activities

Answer Choice	Response Count	Response Percentage
1 (poor)	32	17%
2 (Fair)	67	37%
3 (Good)	59	32%
4 (Excellent)	21	11%
Mean	2.39	
Median	2	
Total Responses	179	

Appendix I: Bellevue Survey Results.

Emergency Transportation

Answer Choice	Response Count	Response Percentage
1 (poor)	36	20%
2 (Fair)	43	24%
3 (Good)	54	30%
4 (Excellent)	43	24%
Mean	2.59	
Median	3	
Total Responses	176	

Volunteer Opportunities

Answer Choice	Response Count	Response Percentage
1 (poor)	23	13%
2 (Fair)	45	25%
3 (Good)	68	38%
4 (Excellent)	39	22%
Mean	2.7	
Median	3	
Total Responses	175	

Specialized Services (Veteran, Homeless, etc.)

Answer Choice	Response Count	Response Percentage
1 (poor)	35	20%
2 (Fair)	58	33%
3 (Good)	61	34%
4 (Excellent)	21	12%
Mean	2.39	
Median	2	
Total Responses	175	

Appendix I: Bellevue Survey Results.

If you plan to change your housing in five years, which of the following housing types would you be most interested in moving to? Check your top three (3).

Answer Choice	Response Count	Response Percentage
Single Family Home	149	70%
Duplex - Rent	16	7%
Duplex - Purchase	17	8%
Town Home - Rent	22	10%
Town Home for Purchase	52	24%
Nursing Home/Long-Term Care	2	0%
Apartment for Purchase	8	3%
Assisted Living Housing	19	9%
One Bedroom Apartment - Rent	6	2%
Two Bedroom Apartment - Rent	31	14%
Tiny Home	22	10%
Upper Level/Downtown Housing	13	6%
Other	15	7%
Total Responses	211	

Appendix I: Bellevue Survey Results.

Please provide any additional comments regarding the future of housing in your Community.

I pay really high taxes in Sarpy county and don't have a full understanding of what they go toward. I'd be willing to pay more if I saw the benefits.

We need to provide incentives to residents to fix up their rundown homes in Bellevue. It's sad that we are putting luxury apartment buildings in the midst of all of the rundown homes and expecting that people will pay outlandish prices to rent these homes. We need rentals that people who live in Bellevue can actually afford. Most of us would also like to keep the green open spaces that we have and not fill them with high-rise apartment buildings. Also we need a skate park for kids and teens!!!

One thought I have concerning housing in Bellevue and the greater Omaha area is that there needs to be a law or ordinance requiring all apartment buildings to require an outdoor space for each apartment, a patio or deck at the very least. Every residence should have a space where people can be outdoors but also a place to grow plants and food, if only in pots. Additionally, there should be spaces conveniently located where people can grow gardens if they do not have a space where they live.

Need more first time homeowners house right at 200k. Create some large developments. Say 300 plus home or multiple 100 plus home SID's.

Better infill. Displacement policies to allow residents to age alongside new development.

As a teacher in Bellevue, I consistently see a need for more affordable housing in the community. Families are desperate for homes and apartments that are in decent condition yet also affordable.

I would like to see more affordable ranch style homes and apartments, especially for single parents and/or seniors who want to downsize from a home. Rent and cost of new affordable is high in this area. I did not answer some of the questions re senior support services because I am not sure what is available in some of these areas. The survey should have a section one could mark "unsure".

Don't build more than the fire and police department can support. There are enough issues right now with what we have and not enough police to help. Take care of what we have first then build more. It would be nice to have information about the housing situation before asking questions in this survey.

Appendix I: Bellevue Survey Results.

There really needs to be affordable housing for single income households. By affordability I mean not having to work a full time job and a second part time job, just to scrape by

My husband has Multiple Sclerosis. As this progresses, we will need safe housing for us. Bellevue has nothing to offer. There needs to be more affordable senior housing in Bellevue.

I would like to see more programs to help tenants when they have problems with landlords

It would be nice for a single person who makes around \$30k a year to be able to get into a decently nice house in a safe neighborhood. That might be asking too much.

Affordable housing should be blended in throughout the city and we need to ensure it's not all isolated by itself as it could cause additional social and economic issues. Access to safe Pedestrian, Vehicular, and Public Transit should also be considered to minimize isolation of any areas around the city, as well as consideration of access to goods and services for all neighborhoods. We should consider zoning for tiny + small house communities as well to help many first time home buyers+ veterans

Affordable housing needs to also be safe and livable. Currently, the income ranges is huge in Bellevue/Sarpy county. Homeowners need programs to help with repairs and landlords need the ability to keep homes in repair as well and not place that burden solely on renters

There needs to be affordable housing and landlords who accept Section 8 vouchers. Plus more available housing.

A tiny home would be terrific if I have a good sized yard for my pups.

I think it's really hard to find affordable housing that is in good move-in condition. Houses are way overpriced and many of them need to be repainted or need to be updated. In addition, for people like me, who are "empty nesters," it's hard to find a duplex, townhouse, or condo when you need to downsize. In addition, if you find one of these options, you can't even look at them because the monthly HOA fees are overpriced as well. Taxes are another issue to factor in as well.

We love Bellevue, but want an affordable house to buy.

Appendix I: Bellevue Survey Results.

Bellevue has enough housing!! Not enough community programs for youth and elderly and not enough recreational activities for adults/youth. Nothing to do in the city of Bellevue but eat at restaurants.

The city/county/government should not make changes to people's living areas without their consent

WHEN I LOOK AROUND MY OWN NEIGHBORHOOD IT IS APARENT WE NEED MORE CODE NNFORCEMENT. THERE ARE BUSINESS PROPERTYS THAT LOOK MORE LIKE JUNK YARDS THAN PLACES OF BUSINESS. HOMES WITH SO MUCH JUNK IN THEIR YARDS THEY LOWER THE VALUE OF OTHER HOMES.

Badly need level flooring so we can walk around our home, stirs prevent this at the moment and have caused 3 hospital stays in the last few months. Had broken shoulder and broken arm, also painful knees and an inability to breath going up and down stairs, unable to bring up the laundry until someone visits and helps us.

Need Homes with 5 or more bedrooms that are affordable for very low-income class people \$30,000 to \$40,000 a year.

Wish Bellevue had more options for cleaner parks/ activities with kids & access to lore new homes besides celebrity homes. If you go to much north you are in south O, if you go further south you're way too far from any major places- even grocery. If you go east you're on Offutt or in a flood zone, if you go west you're in farm land or Papillion/Gretna.

Too many landlords and corps owning tons of houses and charging astronomical rents. Communities should bar corporations and businesses from snapping up single family homes to use as rental housing. Rental pricing should also be indexed to a fraction of inflation instead of landlords being allowed to up rents for unimproved unchanged houses and calling it "market rate".

My husband and I purchased our first home in Bellevue because we felt that we got 'more house' for our budget in this community. I continue to believe that Bellevue has a good entry point for first time homebuyers, though the cost of real estate overall has gone up. I think that Bellevue could benefit from more condo/townhome style housing options, at a lower price point, and in the older parts of town. More development in these areas would be great to see!

Appendix I: Bellevue Survey Results.

Parking. A premium should be placed on availability of parking. Living in the middle of Omaha, right off of the busiest street, has lead me to realize that parking is far more valuable than one would assume.

You better get more retail which would Provide more jobs which would bring in more housing.

Stop using tax money to funding these type of projects. We can do it by ourselves

We need more ranch style homes in Bellevue. We need to have incentives for Military to stay in Nebraska similar to Iowa. I am 90% disabled so I don't qualify for tax free housing. My retirement check is taxed in NE. I am throwing money away living here. I love Bellevue but can't see continuing to throw my hard earned money away.

Bellevue rent rates are too high for the quality of living. Landlords rely too heavily on DoD stipends which hurt all others who are not affiliated with Offutt AFB or their contractors.

Retirement was planned for the near future but may be delayed due to the current cost of housing. Homes and rental apartment costs keep rising at an alarming rate. I worry that housing may become unaffordable in the near future when I am living on a reduced fixed income.

It is not the city's job to be a real estate agent or investment broker and therefore no city funds should be going to line private owners pockets.

Sarpy county taxes are ridiculous. They continue to go up but I do not see the benefits

There has to be more affordable housing options for seniors with limited fixed incomes

We have two homes in the neighborhood that have been vacant for more than a decade, one of them not occupied at all and the other sporadically rented, but mainly left vacant. Both are eyesores and in disrepair., it seems the city allows this. City ordinances need to be better enforced, we are seeing other houses in our area near Fontanelle Forest going downhill from the state they were in when we moved here over a decade ago.

Solve the problem with jobs that pay well rather than subsidizing housing for low income persons.

Appendix I: Bellevue Survey Results.

Need one story, minimal stairs, houses in Bellevue.

Must be handicap accessible and in a safe neighborhood.

I work in Bellevue but live in Omaha (the Breakers). I would love to move to Bellevue, but either the cost of newly built apartments is equivalent to where I currently live (which is insane) or the apartments I have checked out are poorly run (bad management) and/or in bad condition.

The builders need to stop developing \$200/sq ft luxury homes. We can only afford \$100-\$110/ sq ft homes and nothing in the inventory meets our desires. We want something built in the last 40 years that isn't astronomically priced for 2,000 sq ft You can't find that anywhere in Bellevue now. We left town.

I hope any changes do not create a city like feel to Olde Town Bellevue. I support senior independent living and would like more updated affordable options (market value) that wouldn't include disabled with seniors. My apartment which is HUD covers both and community options like enjoying the patio are overtaken by the younger tenants with disabilities and the smokers. Making it fairly useless for others.

...in an area with lower property taxes; this has been a theme in my responses and I am so discouraged and disappointed by our leadership in Bellevue.

There's such a thing as Support Services for Seniors? Huh. Perhaps it should be better communicated.

Would prefer to sacrifice government funding in order to retain independence from being told which kind of housing our city must have.

We live here, they don't, and, their priorities should NOT have to be ours!

Bellevue needs a better bus system. The Mayer needs to step up on his game and STOP keeping all the money to himself and get Bellevue more fun stuff like Omaha has. More fun stores. More fun stuff to do. A new library in like the 68123 area. Keep the mean/rude people away.

Appendix I: Bellevue Survey Results.

I am concerned - specifically with Old Towne that there are more and more rental properties. The pride of ownership is dwindling quickly - no longer are the homes friendly looking and well kept, but overgrown and intimidating with broken sidewalks, unkept yards, trash everywhere. I feel like we need programs to help build the sense of community and show pride in our homes - rentals or not. It would be lovely if there could be programs to help and activities to help build community.

We need more income based housing

I would like to see more housing opportunities for me people being released from prison. So many people can't get a place to live with owners being so bias about who they rent their places to. I understand their concerns but everyone deserves a second chance. We wouldn't have so many homeless people and reoffenders if our society would learn to give people another chance.

Tiny Homes community should be built in Bellevue.

A lack of services and culture greatly reduce the value of housing in Bellevue without a commensurate reduction in price relative to the rest of the metro.

Would like to move back to Bellevue but cant find anything that we can afford

Overall it seems as though we try and depend on the government to assist in supporting our communities and residents that is socialize government if I wanted to live in China I would move there.

Affordable house... why is every affordable housing effort only concerned on subsidies and redistribution of wealth or power over people via control of purse strings? Lets get busy and redesign single family housing to be more efficient IE make the cost lower by value engineering and lowering costs by design, construction and operation. Mass production, common features... make them like cars or cell phones or even food production not one of a kind high cost items every single time.

I suppose it as long as it's actually affordable housing not \$350,000 duplexes etc.

Appendix I: Bellevue Survey Results.

When I moved here last spring, I tried to find housing but was unable to before getting my current job. I lived in a hotel for a month then found a temp 1-bed apartment for three months until I found this house - after losing out on several other houses. I was then able to send for my family. Thus, price was not top priority having a place to live was.

All of the questions being asked are pointless. As city administration, you already know how dismal the affordable housing market is. You know, and you still put money over people when making decisions. You want an affordable housing action plan, but you also want to continue building luxury housing in an area that doesn't need/warrant it. Lets be honest and see this survey for exactly what it is, an excuse to make it look like you're doing something.

I think the word affordable means different things to different people. To some, it means subsidized housing for low-income families. To others, it means housing that is reasonably priced for working middle class families. I think to get accurate responses to surveys like this, and to honestly and realistically involve the public, you need to better describe what type of housing you mean when you say "affordable".

The availability of good quality, senior friendly housing and service options will determine if I move to or stay in the Bellevue area. If I can't find that, I will likely move to a more senior friendly area. Since I don't have to work, I would rather quit my job and leave Bellevue than stay in a community that doesn't enable me to have a good quality of life as I age.

Property taxes are so high and filling the pockets of the people who need it least.

Taxes too high in Bellevue for quality of roads and businesses

I support affordable single family homes---NOT the continual building of apartments. I also recommend the complete restoration of those apartments which are substandard in Bellevue---several come to mind---not everyone can afford new apartment living---make single family homes more accessible to moderate income people

Rent, hourly pay etc just don't add up. WE ARE OUT HERE STRUGGLING!!!!!!!

There are no affordable apartments for my young adult children. They are just starting out and it is very hard to find an apartment in the \$500-700 range which they could afford.

Appendix I: Bellevue Survey Results.

A tax break needs to happen for people that have lived in their homes for a long time and the taxes keep going up. It is great that the home values rise but if you buy a home 27 years ago it is because you can afford it. When you retire you shouldn't have to pay higher taxes on your current home that have lives in for a long time.

Bellevue needs to stop creating so many apartments and create nice spaces for single family homes. They, also, need to find a way to lower property taxes and stop raising them annually...by ALOT. They would benefit from cleaning up the homes and properties that already exist. Lastly, it would be nice if they allowed backyard chickens and other hobby farming as long as people are responsible.

All new construction and remodels should include Level 2 (240v) charging. Paying residential rate for EV charging is by far the cheapest energy for transportation and it does not fluctuate like gas prices. All auto manufacturers are going electric so lets not build/remodel for the past.

Reliable public transportation is a bigger issue which impacts the decision on where to live.

There is virtually no housing in Bellevue that is actually affordable for the average resident. Even the new apartments going up charge \$1000 for a one bedroom. Bellevue needs truly affordable housing for families.

I will like to get some help to buy a house for my family

I feel there is a need to develop housing and rehab help for the seniors! I have noticed a lot of homes and apartments going up but are they truly affordable! I see that they are more expensive that seniors have no option! We only get so much each month and have to cut food and necessities to be able to have a roof and utilities! We struggle from month to month! Those that have money have no idea! Walk in our shoes and see what it truly is like!! The immigrants get everything when coming here!

You need single family homes catering to empty nesters and millennials who want a home that doesn't take all of their money. How about 1500 SqFt nice homes with postage stamp yards? I have dogs so need at least a small fenced yard which townhomes and duplexes don't offer. If they did, I would move right away. My 29 year old daughter refuses to move back to Nebraska because of tax burdens here. Until Nebraska can get that fixed, affordable housing is just words, not a real thing.

Appendix I: Bellevue Survey Results.

Bellevue needs rentals in the under 700.00. With the increased rent being charged there is way more elders moving in with family and young workers moving back in with parents. This causes way more mental angst. Stops families from growing. There are many instances where low cost affordable rentals not being available in Bellevue has resulted in folks moving away.

I am looking to rent, rent to own or purchase within Bellevue. The rent and cost to own is too high. I live with my parents due to a divorce and I have a single income less the 50k. I pay my parents M.U.D bill as rent.

Teach trades in schools to give people real skills needed for work then we need real living wages to keep up with inflation so people can afford housing the way our parents did.

BAN INVESTORS FROM STEALING PROPERTIES FROM REAL PEOPLE.

Bellevue needs a variety of housing types from the missing middle housing category. There need to be more options other than single-family homes and large multi-family apartment complexes; options such as duplexes, tri-plexes, tiny homes, and smaller apartments buildings to meet the needs of residents and help them age in place.

I'm more concerned about what my kids can afford. Not affordable fir them

A community like a Del Webb community for over 55 would be fantastic. Over 55 want to stay active and need more activities closer to home.

Need new/more businesses to move to Bellevue and pay their share of taxes to even have a chance for young couples to make it in Bellevue. Instead, Bellevue keeps raising taxes and giving breaks to big business. Focus on the average Bellevue resident.

Bellevue needs full hook up long term camping areas

I support providing assistance for affordable housing, but know how the city of Bellevue works, I'm sure it won't actually provide the assistance intended.

Bellevue Workforce housing Needs Survey

Survey Submits 208

OPEN QUESTION

Place of Employment

TOP RESPONSES: Bellevue University, Bellevue Public Schools, Retired.

Total Responses 180

Where do you reside?

Answer Choice

Response Count

Response Percentage

Inside the City of Bellevue Corporate Limits

169

81%

One Mile or less from Bellevue

6

2%

Rural/Unincorporated Sarpy County

8

3%

Other

24

11%

Total Responses

207

If Other, where and why?

Apartments are more affordable

La Vista - it was the most affordable option

Omaha, with my parents while I house hunt

Total Responses

13

Do you commute into Bellevue for work?

Answer Choice

Response Count

Response Percentage

Yes

47

23%

No

156

76%

Total Responses

203

Appendix I: Bellevue Survey Results.

How far do you commute for work?

Answer Choice	Response Count	Response Percentage
No Commute/Work From Home	38	19%
Less Than 10 Minutes	54	28%
10-20 Minutes	49	25%
21-30 Minutes	29	15%
31-40 Minutes	17	8%
41-50 Minutes	4	2%
51-60 Minutes	0	0%
61+ Minutes	0	0%
Total Responses	191	

Number of persons in your household?

Answer Choice	Response Count	Response Percentage
1	24	11%
2	64	31%
3	51	25%
4	32	15%
5+	33	16%
Total Responses	204	

Do you currently rent or own your home?

Answer Choice	Response Count	Response Percentage
Rent	43	20%
Own	162	79%
Total Responses	205	

If you are a RENTER, How much are you currently paying for your monthly rent?

Answer Choice	Response Count	Response Percentage
No Rent Payment	18	30%
Less Than \$400	5	8%

Appendix I: Bellevue Survey Results.

\$400-\$600	2	3%
\$601-\$800	4	6%
\$801-\$950	8	13%
\$951-\$1,100	5	8%
\$1,101-\$1,250	9	15%
\$1,251-\$1,500	4	6%
\$1,501-\$1,750	5	8%
\$1,751-\$1,999	0	0%
\$2,000+	0	0%
Total Responses	60	

If you are an OWNER, what is your gross monthly mortgage payment?

Answer Choice	Response Count	Response Percentage
Paid in Full	40	24%
Less Than \$400	0	0%
\$400-\$600	2	1%
\$601-\$800	11	6%
\$801-\$1,000	16	9%
\$1,001-\$1,250	16	9%
\$1,251-\$1,500	30	18%
\$1,501-\$1,750	17	10%
\$1,751-\$2,000	13	7%
\$2,001-\$2,500	10	6%
\$2,501-\$2,999	6	3%
\$3,000+	2	1%
Total Responses	163	

Appendix I: Bellevue Survey Results.

Are you satisfied with your current housing situation?

Answer Choice	Response Count	Response Percentage
Yes	125	60%
No	81	39%
Total Responses	206	

If No, please explain.

TOP RESPONSES: Rent/Mortgage is too high. Housing unit needs extensive rehabilitation. I need a new place to live.

Total Responses	78
-----------------	----

Please indicate your household income range.

Answer Choice	Response Count	Response Percentage
Less Than \$50K	40	20%
\$50K-\$74K	44	22%
\$75K-\$99K	32	16%
\$100K-\$149K	34	17%
\$150K-\$199K	29	14%
\$200K-\$249K	9	4%
\$250K-\$299K	4	2%
\$300K or More	7	3%
Total Responses	199	

What are some of the issues or barriers you experience with obtaining affordable, suitable housing for your household? Please check all that apply.

Answer Choice	Response Count	Response Percentage
Lack of handicap accessible housing	7	13%
Lack of adequate public transportation	9	17%
Lack of knowledge of fair housing rights	3	5%
Cost of rent	43	82%
Restrictive zoning/building codes	2	3%

Appendix I: Bellevue Survey Results.

Job status	11	21%
Attitudes of landlords & neighbors	20	38%
Lack of availability of decent rental units in your price range	34	65%
Use of background checks	5	9%
Excessive application fees and/or rental deposits	21	40%
Cost of utilities	27	51%
Lack of educational resources about tenant responsibilities	4	7%
Age of existing rental housing	16	30%
Condition of existing rental housing	21	40%
Other	8	15%
Total Responses	52	

CHECKBOXES

What are some of the issues or barriers you experience with obtaining affordable, suitable housing for your household? Please check all that apply.

Answer Choice	Response Count	Response Percentage
Lack of handicap accessible housing	13	10%
Lack of adequate public transportation	22	17%
Lack of knowledge of fair housing rights	10	7%
Housing purchase prices/cost to own	78	60%
Restrictive zoning/building codes	15	11%
Job status	9	6%
Attitudes of immediate neighbors	25	19%
Mortgage lending application requirements	16	12%
Excessive down payment/closing costs	48	37%
Cost of utilities	43	33%
Lack of educational resources about homeowner responsibilities	16	12%
Cost of homeowners insurance	39	30%
Lack of sufficient homes for sale/housing choice	53	41%

Appendix I: Bellevue Survey Results.

Age of existing housing	30	23%
Condition of existing housing	39	30%
Inability to get a loan	10	7%
Other	11	8%
Total Responses	129	

Where would you like to rent or purchase a home?

Answer Choice	Response Count	Response Percentage
Inside the City of Bellevue Corporate Limits	60	41%
One Mile or less from Bellevue	23	15%
Rural/Unincorporated Sarpy County	26	17%
Other	36	24%
Total Responses	145	

Which one of the following housing types would you most like to purchase?

Answer Choice	Response Count	Response Percentage
Single Family	117	76%
Attached Townhouse or Duplex/Triplex Unit	6	3%
Residential Acreage	11	7%
Mobile Home	0	0%
Patio Home/Slab Home	0	0%
Tiny Home	1	0%
Upper Level/Downtown	0	0%
Apartment (rent)	8	5%
Senior Living Community	9	5%
Total Responses	152	

Appendix I: Bellevue Survey Results.

How many bedrooms would your family need?

Answer Choice	Response Count	Response Percentage
1	3	1%
2	34	22%
3	67	44%
4+	48	31%
Total Responses	152	

What is the most your family could afford for monthly rent?

Answer Choice	Response Count	Response Percentage
No Rent Payment	11	8%
Less Than \$400	5	3%
\$400-\$600	7	5%
\$601-\$800	11	8%
\$801-\$950	15	11%
\$951-\$1,100	14	10%
\$1,101-\$1,250	19	14%
\$1,251-\$1,500	20	15%
\$1,501-\$1,750	11	8%
\$1,751-\$1,999	8	6%
\$2,000+	9	6%
Total Responses	130	

Appendix I: Bellevue Survey Results.

What is the most your family could afford for a home?

Answer Choice	Response Count	Response Percentage
Less Than \$100K	20	13%
\$100K-\$200K	58	39%
\$201K-\$300K	43	29%
\$301K-\$400K	12	8%
\$401K-\$500K	7	4%
\$501K+	8	5%
Total Responses	148	

What amenities would make Bellevue a more attractive place to live or relocate?

Answer Choice	Response Count	Response Percentage
Child Care	35	20%
Education	54	31%
Retail/Shopping	102	60%
Restaurants	89	52%
Housing Choices	103	60%
Entertainment	94	55%
Leisure & Recreation Activities	119	70%
Medical Care Services	44	25%
Other	22	12%
Total Responses	170	

**TABLE 1
POPULATION TRENDS AND PROJECTIONS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

	<u>Year</u>	<u>Population</u>	<u>Total</u>		<u>Annual</u>	
			<u>Change</u>	<u>Percent</u>	<u>Change</u>	<u>Percent</u>
	2000	44,382	--	--	--	--
	2010	50,137	+5,755	+12.9%	+575.5	+1.3%
	2020	64,176	+14,039	+28.0%	+1,403.9	+2.8%
	2022	66,918	+2,742	+4.3%	+1,371	+2.1%
Low	2027	71,610	+4,692	+7.0%	+938	+1.4%
Medium	2027	73,275	+6,357	+9.5%	+1,271	+1.9%
High	2027	74,613	+7,695	+11.5%	+1,539	+2.3%
Low	2032	74,948	+8,030	+12.0%	+803	+1.2%
Medium	2032	78,963	+12,045	+18.0%	+1,204	+1.8%
High	2032	81,640	+14,722	+22.0%	+1,472	+2.2%

NOTE 1: An estimated population of 6,580 persons (2,393 households) currently reside in the Bellevue Extra-Territorial Jurisdiction, outside the Corporate Limits.

NOTE 2: An estimated 43 percent of the 2027 and 2032 population projections in Bellevue are due to anticipated annexations by City of Bellevue Leadership

Source: 2000, 2010 Census & 2020 Census “Redistricting Data”, City of Bellevue, Nebraska.
Hanna:Keelan Associates, P.C., 2022.

**TABLE 2
POPULATION AGE DISTRIBUTION
TRENDS AND PROJECTIONS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

Age Group	2000	2010	Change	2020	2022	2027	2032	2022-2027 Change
19 and Under	13,382	14,572	+1,190	17,288	17,497	18,976	20,170	+1,479
20-34	9,836	10,615	+779	14,870	15,142	16,467	17,615	+1,325
35-54	12,905	13,762	+857	15,435	16,342	18,175	19,809	+1,833
55-64	4,011	5,419	+1,408	7,829	8,610	9,208	9,825	+598
65-74	2,683	3,428	+745	4,874	5,096	5,602	6,112	+506
75-84	1,254	1,841	+587	2,631	2,872	3,251	3,589	+379
85+	311	500	+189	1,249	1,359	1,596	1,843	+237
Totals	44,382	50,137	+5,755	64,176	66,918	73,275	78,963	+6,357
Median Age	33.5	34.8	+1.3	34.9	35.2	35.6	36.2	+0.4

*Estimated data, subject to margin of error.
Source: 2000, 2010 Census & 2020 Census Redistricting Data.
Hanna:Keelan Associates, P.C., 2022.

**TABLE 3
SPECIFIC HOUSEHOLD CHARACTERISTICS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

<u>Year</u>	<u>Population</u>	<u>Group Quarters</u>	<u>Persons in Households</u>	<u>Households</u>	<u>Persons Per Household</u>
2000	44,382	223	44,159	16,937	2.61
2010	50,137	74	50,063	19,142	2.61
2020	64,176	511	63,665	24,765	2.57
2022	66,918	529	66,389	26,035	2.55
2027	73,275	603*	72,672	28,724	2.53
2032	78,963	686	78,277	31,436	2.49

*Includes completion of 30 skilled nursing units at Eastern Nebraska Veterans Home.
Source: 2000, 2010 Census & 2020 Census Redistricting Data.
Hanna:Keelan Associates, P.C., 2022.

**TABLE 4
TENURE BY HOUSEHOLD
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

<u>Year</u>	<u>Total Households</u>	<u>Owner</u>		<u>Renter</u>	
		<u>Number</u>	<u>Percent</u>	<u>Number</u>	<u>Percent</u>
2000	16,937	11,192	66.1%	5,745	33.9%
2010	19,142	12,779	66.7%	6,363	33.3%
2020	24,765	16,716	67.5%	8,049	32.5%
2022	26,035	17,652	67.8%	8,383	32.2%
2027	28,724	19,589	68.2%	9,135	31.8%
2032	31,436	21,565	68.6%	9,871	31.4%

Source: 2000, 2010 Census & 2020 Census Redistricting Data.
Hanna:Keelan Associates, P.C., 2022.

1	2	3	4	5	6	7+
<u>Person</u>	<u>Persons</u>	<u>Persons</u>	<u>Persons</u>	<u>Persons</u>	<u>Persons</u>	<u>Persons</u>
6,105	8,566	3,914	2,791	1,534	856	569

*Estimate subject to margin of error. Total 2020 estimated households = 24,335.
Source: 2016-2020 American Community Survey.

<u>Income Group</u>	<u>2010 Est*</u>	<u>2020 Est.*</u>	<u>2022</u>	<u>2027</u>	<u>2032</u>	<u>% Change 2022-2027</u>
<u>All Households</u>						
Less than \$10,000	883	961	1,012	1,063	1,063	+5.0%
\$10,000-\$19,999	1,409	1,434	1,469	1,501	1,501	+2.2%
\$20,000-\$34,999	3,011	2,990	2,975	2,990	2,990	+0.5%
\$35,000-\$49,999	3,080	3,048	3,036	3,050	3,166	+0.5%
\$50,000-\$74,999	4,291	4,445	4,538	4,711	4,896	+3.8%
\$75,000-\$99,999	3,115	3,931	4,366	4,782	5,128	+9.5%
\$100,000-\$149,999	2,636	4,972	5,437	5,823	6,726	+7.1%
<u>\$150,000 or More</u>	<u>918</u>	<u>2,554</u>	<u>3,202</u>	<u>4,804</u>	<u>5,966</u>	+50.0%
Totals	19,343	24,335	26,035	28,724	31,436	+10.3%
Median Income	\$70,647	\$76,761	\$78,393	\$84,129	\$86,596	+7.3%
<u>Renter Households.</u>						
Less than \$10,000	625	554	330	290	290	-12.1%
\$10,000-\$19,999	898	839	616	578	578	-6.2%
\$20,000-\$34,999	1,489	1,650	1,492	1,456	1,456	-2.4%
\$35,000-\$49,999	1,492	1,630	1,508	1,522	1,638	+0.9%
\$50,000-\$74,999	1,084	1,915	1,926	2,124	2,257	+10.3%
\$75,000-\$99,999	347	1,246	1,339	1,692	1,930	+26.4%
<u>\$100,000 or More</u>	<u>349</u>	<u>1,065</u>	<u>1,172</u>	<u>1,473</u>	<u>1,722</u>	+25.7%
Totals	6,284	8,899	8,383	9,135	9,871	+9.0%
Median Income	\$36,307	\$47,390	\$49,575	\$54,028	\$55,993	+9.0%
* Specified Data Used. 2020 Estimate subject to margin of error. Source: 2006-2010 & 2016-2010 American Community Survey. Hanna:Keelan Associates, P.C., 2022.						

**TABLE 7
PER CAPITA INCOME
SARPY COUNTY, NEBRASKA / STATE OF NEBRASKA
2010-2027**

<u>Year</u>	<u>Sarpy County</u>		<u>State of Nebraska</u>	
	<u>Per Capita Income</u>	<u>Percent Change</u>	<u>Per Capita Income</u>	<u>Percent Change</u>
2010	\$41,260	--	\$41,428	--
2011	\$45,744	+10.9%	\$45,674	+10.2%
2012	\$46,801	+2.3%	\$46,670	+2.2%
2013	\$46,842	+0.1%	\$46,653	-0.0%
2014	\$49,216	+5.1%	\$48,957	+4.9%
2015	\$50,887	+3.4%	\$50,556	+3.3%
2016	\$49,745	-2.2%	\$49,360	-2.4%
2017	\$50,658	+1.8%	\$50,204	+1.7%
2018	\$52,560	+3.8%	\$52,023	+3.6%
2019	\$54,037	+2.8%	\$53,419	+2.7%
2020	\$57,570	+6.5%	\$56,869	+6.5%
2022	\$60,465	+5.0%	\$59,960	+5.4%
2010-2022	\$41,260-\$60,465	+46.5%	\$41,428-\$59,960	+44.7%
2022-2027	\$60,465-\$66,144	+9.3%	\$59,960-\$64,274	+7.2%

Source: Bureau of Economic Analysis, 2022.
Hanna:Keelan Associates, P.C., 2022.

**TABLE 8
RACE AND HISPANIC ORIGIN
CITY OF BELLEVUE, NEBRASKA
2010 & 2020***

<u>Race</u>	<u>2010</u>		<u>2020 Est.*</u>	
	<u>Number</u>	<u>% of Total</u>	<u>Number</u>	<u>% of Total</u>
White	36,226	75.0%	51,234	80.1%
Black	2,777	5.7%	3,801	5.9%
Native American	386	0.9%	375	0.6%
Asian	1,336	2.8%	1,957	3.1%
<u>Other</u>	<u>7,559</u>	<u>15.6%</u>	<u>6,603</u>	10.3%
Totals	48,284	100.0%	63,970	100.0%
Hispanic Origin	6,696	13.8%	10,606	16.5%

*Specified Data Used. Subject to margin of error.
Source: 2010 Census & 2016-2020 American Community Survey.

TABLE 9	
PERSONS RECEIVING SOCIAL SECURITY INCOME	
SARPY COUNTY, NEBRASKA	
2020	
<u>Social Security Income-2019</u>	<u>Number of Beneficiaries</u>
<u>Retirement Benefits</u>	
Retired Workers	20,355
Wives & Husbands	870
Children	250
<u>Survivor Benefits</u>	
Widows & Widowers	1,465
Children	850
<u>Disability Benefits</u>	
Disabled Persons	2,950
Wives & Husbands	25
Children	720
Total	27,485
<u>Aged 65 & Older</u>	
Men	9,415
Women	12,210
Total	21,625
<u>Supplemental Security Income-2020</u>	<u>Number of Beneficiaries</u>
Aged 65 or Older	208
Blind and Disabled	1,408
Total	1,616
N/A=Not Available.	
Source: Department of Health and Human Services, Social Security Administration, 2022.	

**TABLE 10
ESTIMATED HOUSEHOLDS BY INCOME
COST BURDENED WITH HOUSING PROBLEMS
CITY OF BELLEVUE, NEBRASKA
2000-2032**

	2000*	2018*	2022	2027	2032
<u>Owner Inc. Rng.</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>
0%-30% AMI	1,127 / 844	705 / 530	652 / 498	579 / 426	492 / 378
31%-50% AMI	1,526 / 960	1,185 / 730	1,026 / 710	981 / 668	919 / 599
51%-80% AMI	3,574 / 1,004	1,815 / 670	1,994 / 572	2,131 / 532	2,346 / 490
81%+ AMI	10,765 / 560	8,980 / 535	13,980 / 512	15,898 / 468	17,808 / 419
Totals	16,992 / 3,368	12,685 / 2,465	17,652 / 2,292	19,260 / 2,094	20,735 / 1,886
	2000*	2018*	2022	2027	2032
<u>Renter Inc. Rng.</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>	<u># / #CB-HP</u>
0%-30% AMI	757 / 538	1,165 / 995	1,232 / 1,042	1,290 / 1,105	1,336 / 1,152
31%-50% AMI	864 / 621	1,545 / 1,145	1,844 / 1,189	1,975 / 1,231	2,091 / 1,276
51%-80% AMI	1,848 / 400	1,970 / 725	2,025 / 760	2,091 / 789	2,164 / 826
81%+ AMI	2,268 / 109	3,110 / 240	3,282 / 275	3,779 / 373	4,280 / 469
Totals	5,737 / 1,664	7,790 / 3,105	8,383 / 3,266	8,898 / 3,498	9,315 / 3,723

= Total Households. #CB-HP = Households with Cost Burden – Housing Problems.

*Specified Data Used.

Source: 2000 & 2014-2018 CHAS Data.

Hanna:Keelan Associates, P.C., 2022.

**TABLE 11
EMPLOYMENT DATA TRENDS AND PROJECTIONS
BELLEVUE, NEBRASKA
2010-2027**

<u>Year</u>	<u>Number of Employed Persons</u>	<u>Change</u>	<u>Percent Unemployment</u>
2010	25,151	--	4.8%
2011	25,418	+267	4.7%
2012	25,901	+483	4.2%
2013	26,285	+384	3.9%
2014	26,236	-49	3.4%
2015	26,805	+569	2.9%
2016	25,710	-1,095	3.1%
2017	25,662	-48	3.2%
2018	25,860	+198	3.2%
2019	26,278	+418	3.2%
2020	25,588	-690	4.6%
2021	26,148	+560	2.8%
2022*	26,931	+783	2.4%
2027	27,459	+528	2.4%
2010-2027	25,151-27,459	2,308	4.8%-2.4%

*Estimate as of August, 2022.

Source: Nebraska Department of Labor, Labor Market Information, 2022.

Hanna:Keelan Associates, P.C., 2022.

TABLE 12	
WORKFORCE EMPLOYMENT BY TYPE	
SARPY COUNTY, NEBRASKA	
AUGUST, 2022	
<u>Workforce</u>	
Non-Farm Employment (Wage and Salary)	77,947
Agriculture Forestry, Fishing & Hunting.	0
Mining, Quarrying and Oil/Gas Extraction.	*
Utilities.	*
Construction.	8,321
Manufacturing.	3,807
Wholesale Trade.	3,711
Retail Trade.	9,141
Transportation & Warehousing.	9,706
Information.	863
Finance & Insurance.	5,821
Real Estate & Rental/Leasing.	749
Professional, Scientific & Technical Services.	3,519
Management of Companies & Enterprises.	1,189
Administrative/Support/Waste.	2,369
Educational Services.	*
Health Care & Social Assistance.	6,579
Arts, Entertainment & Recreation.	1,169
Accommodation & Food Service.	6,136
Other Services (except Public Administration).	2,744
Federal Government.	2,966
State Government.	253
Local Government.	5,852
*Data not available because of disclosure suppression.	
Source: Nebraska Department of Labor, Labor Market Information, 2022.	

**TABLE 13
TRAVEL TIME TO WORK
BELLEVUE, NEBRASKA
2019 ESTIMATE***

9 Minutes or Less	10-19 Minutes	20-29 Minutes	30-39 Minutes	40 Minutes or More
3,469	11,780	9,358	3,901	2,543

*Subject to margin of error.
Source: 2015-2019 American Community Survey.

**TABLE 14
INFLOW/OUTFLOW JOB COUNTS (ALL JOBS)
BELLEVUE, NEBRASKA
2019**

	<u>Count</u>	<u>Share</u>
Employed in Bellevue	14,534	100.0%
Employed in Bellevue but Living Outside	11,084	76.3%
Employed and Living in Bellevue	3,450	23.7%
Living in Bellevue	26,260	100.0%
Living in Bellevue but Employed Outside	23,170	87.0%
Living and Employed in Bellevue	3,450	13.0%

*Subject to margin of error.
Source: Census Longitudinal Employment-Household Dynamics 2022.

**TABLE 15
HOUSING STOCK PROFILE / UNITS IN STRUCTURE
BELLEVUE, NEBRASKA
2010 & 2020 ESTIMATE**

<u>Year</u>	<u>Number of Units</u>				<u>Total</u>
	<u>1 Unit</u>	<u>2-9 Units</u>	<u>10+ Units</u>	<u>Other*</u>	
2010	15,519	1,838	2,702	439	20,498
2020**	19,181	2,089	3,838	478	25,586

*Includes mobile homes and trailers.

**Specified Data Used. 2010 & 2020 estimate subject to margin of error.

Source: 2006-2010 & 2016-2020 American Community Survey.

**TABLE 16
HOUSING STOCK PROFILE
DEFINING SUBSTANDARD HOUSING – HUD
BELLEVUE, NEBRASKA
2010 & 2020 ESTIMATE**

	<u>Complete Plumbing</u>			<u>Lack of Complete Plumbing</u>		<u>Units with 1.01+ Persons per Room</u>	
	<u>Totals</u>	<u>Number</u>	<u>% of</u>	<u>Number</u>	<u>% of</u>	<u>Number</u>	<u>% of</u>
			<u>Totals</u>		<u>Totals</u>		<u>Totals</u>
2010	19,343	19,274	99.6%	69	0.4%	433	2.2%
2020*	24,335	24,284	99.8%	51	0.2%	606	2.5%

*Specified Data Used. 2010 & 2020 estimate subject to margin of error.

Source: 2006-2010 & 2016-2020 American Community Survey.

TABLE 17 ESTIMATED HOUSING STOCK OCCUPANCY / VACANCY STATUS BELLEVUE, NEBRASKA 2022	
a) Housing Stock	26,976 (O=18,234; R=8,742)
b) Vacant Housing Stock	941
c) Occupied Housing Stock	26,035
Owner Occupied	17,652
Renter Occupied	8,383
d) Housing Vacancy Rate	3.5% (941)
Owner Vacancy	3.2% (582)
Renter Vacancy	4.1% (359)
e) Adjusted Vacancy Rate*	0.7% (188)
Adjusted Owner Vacancy*	0.6% (116)
Adjusted Renter Vacancy*	0.8% (72)
<p>* Includes only year-round units available for rent or purchase, meeting current housing code and modern amenities. Does not include units either not for sale or rent, seasonal units, or units not meeting current housing code.</p>	
<p>Source: Hanna:Keelan Associates, P.C., 2022.</p>	

Appendix II: Bellevue Table Profile.

**TABLE 18
OWNER OCCUPIED HOUSING VALUE
CITY OF BELLEVUE, NEBRASKA
2010-2027**

	<u>Less than \$100,000</u>	<u>\$100,000 To \$199,999</u>	<u>\$200,000 To \$299,999</u>	<u>\$300,000 To \$399,000</u>	<u>\$400,000 To \$499,000</u>	<u>\$500,000 or More</u>	<u>Totals</u>
2010*	1,991	9,584	1,415	107	61	81	13,059
Median Value	\$137,800						
2020*	1,539	8,837	3,552	1,056	217	235	15,436
Median Value	\$165,900						
2022	\$169,200						
2027	\$184,100						

*Specified Data Used. 2010 & 2020 estimate subject to margin of error.
Source: 2006-2010 & 2016-2020 American Community Survey.
Hanna:Keelan Associates, P.C., 2022.

**TABLE 19
GROSS RENT
CITY OF BELLEVUE, NEBRASKA
2010-2027**

	<u>Less than \$500[^]</u>	<u>\$500 to \$599</u>	<u>\$600 to \$699</u>	<u>\$700 to \$799</u>	<u>\$800 to \$899</u>	<u>\$900 to \$999</u>	<u>\$1,000 or More</u>	<u>Totals</u>
2010*	920	850	864	1,080	563	648	1,359	6,284
Median Rent	\$757							
2020*	943	332	497	829	989	985	4,324	8,899
Median Rent	\$1,010							
2022	\$1,045							
2027	\$1,135							

*Specified Data Used. 2010 & 2020 estimate subject to margin of error.
[^]Includes "no cash rent".
Source: 2006-2010 & 2016-2020 American Community Survey.
Hanna:Keelan Associates, P.C., 2022.

TABLE 20
HOUSING UNIT “TARGET” DEMAND
(MEDIUM POPULATION PROJECTIONS)
CITY OF BELLEVUE & EXTRA-TERRITORIAL JURISDICTION, NEBRASKA
2027/2032

	<u>Owner</u>	<u>Rental</u>	<u>Total Housing Unit “Target” Demand*</u>	<u>Est. Required Housing Unit “Target” Demand Budget (Millions)</u>
2027:	1,098 / 630	814 / -	1,912 / 630	\$529.6 / \$248.8
2032:	1,800 / 1,068	1,448 / -	3,248 / 1,068	\$986.1 / \$443.2

***Housing Unit “Target” Demand, based on:**

- Expected New Households.
- Cost-Burdened Households.
- Replacement of Occupied “Deteriorated to Dilapidated” Housing Units.
- Owner & Rental Housing Vacancy Deficiency.
- Secure Current Commuter Labor Force.
- Off-Campus Student Housing Demand.
- Off-Base Housing Demand.
- “Pent Up” Housing Demand.
- Seasonal/Vacation Housing Demand.
- **Five- & 10-Year Housing Development Capacity.**

Housing Unit Target Demand includes both new construction and Purchase-Rehab-Resale or Re-Rent (an estimated 15% to 20% of the Total Housing Demand).

****Estimated Bellevue Downtown Housing Unit Demand (2027/2032):**
82 / 150 Total Units (32 / 58 Owner, 50 / 92 Rental).

****Estimated Bellevue Workforce Housing Unit Demand (2027/2032):**
1,195 / 2,054 Total Units (636 / 1,044 Owner, 559 / 1,010 Rental).

Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 21
AREA HOUSEHOLD INCOME (AMI)
OMAHA-COUNCIL BLUFFS NE/IA METROPOLITAN STATISTICAL AREA, NEBRASKA
(INCLUDING SARPY COUNTY/CITY OF BELLEVUE)
2022

	<u>1PHH</u>	<u>2PHH</u>	<u>3PHH</u>	<u>4PHH</u>	<u>5PHH</u>	<u>6PHH</u>	<u>7PHH</u>	<u>8PHH</u>
30% AMI	\$20,000	\$22,850	\$25,700	\$28,550	\$30,850	\$33,150	\$35,450	\$37,700
50% AMI	\$33,300	\$38,050	\$42,800	\$47,550	\$51,400	\$55,200	\$59,000	\$62,800
60% AMI	\$39,960	\$45,660	\$51,360	\$57,060	\$61,680	\$66,240	\$70,800	\$75,360
80% AMI	\$53,300	\$60,900	\$68,500	\$76,100	\$82,200	\$88,300	\$94,400	\$100,500
100%AMI	\$66,600	\$76,100	\$85,600	\$95,100	\$102,800	\$110,400	\$118,000	\$125,600
125%AMI	\$83,250	\$95,125	\$107,000	\$118,875	\$128,500	\$138,000	\$147,500	\$157,000

Source: U.S. Department of Housing and Urban Development, 2022.

TABLE 22
ESTIMATED HOUSING UNIT “TARGET” DEMAND BY
AMI (MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027/2032

	<u>Income Range</u>					<u>Totals</u>
	<u>0-30%</u>	<u>31-60%</u>	<u>61-80%</u>	<u>81-125%</u>	<u>126%+</u>	
2027	<u>AMI</u>	<u>AMI</u>	<u>AMI</u>	<u>AMI</u>	<u>AMI</u>	
Owner:	22	52	74	395	555	1,098
Rental:	48	88	156	312	210	814
2032						
Owner:	42	88	142	612	916	1,800
Rental:	76	128	268	540	436	1,448

NOTE: Includes New Construction & Purchase-Rehab-Resale or Re-Rent.

Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 23
AFFORDABLE* HOUSING UNIT “TARGET” DEMAND
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027/2032

	2027		2032	
	<u>Owner</u>	<u>Rental</u>	<u>Owner</u>	<u>Rental</u>
TOTAL UNITS:	148	292	272	472
New Construction:	118	248	217	401
Purchase-Rehab-Resale/Rent:	30	44	55	71
SECTOR:				
Elderly (55+):	49	104	80	165
Family:	87	160	162	257
Special Populations:	12	28	30	50

*Affordable Housing Units = < 80% Household AMI.
 Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 24
HOUSING UNIT “TARGET” DEMAND – POPULATION SECTORS BY AMI
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027

OWNER UNITS	HOUSEHOLD AREA MEDIAN INCOME (AMI)					Totals	Workforce Sector
	0%-30%	31%-60%	61%-80%	81%-125%	126%+		
Elderly (55+)	8	14	27	114	219	382	103
Family	10	34	43	267	344	698	524
Special Populations¹	<u>4</u>	<u>4</u>	<u>4</u>	<u>6</u>	<u>0</u>	18	9
Subtotals	22	52	74	387	563	1,098	636
RENTAL							
UNITS*							
Elderly (55+)	20	30	54	98	68	270	56
Family	20	48	92	202	142	504	493
Special Populations¹	<u>8</u>	<u>10</u>	<u>10</u>	<u>12</u>	<u>0</u>	40	10
Subtotals	48	88	156	312	210	814	559
Totals	70	140	230	699	773	1,912	1,195

Note: Housing Demand includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

* Includes lease- or credit-to-own units.

¹ Any person with a special housing need due to a cognitive and/or mobility disability.

Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 25
HOUSING UNIT “TARGET” DEMAND – SPECIFIC TYPES
BY PRICE POINT (PRODUCT) RANGE BY AMI
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027

PRICE – PURCHASE COST RANGE (Area Median Income)

	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
OWNER UNITS*	\$0 to	\$117,800 to	\$197,145 to	\$300,100 to	\$403,700*+		\$210,600*+
	<u>\$114,100*</u>	<u>\$193,200*</u>	<u>\$281,700*</u>	<u>\$398,800</u>	<u>\$403,700*+</u>		
1 Bedroom	0	0	15	35	8	58	12
2 Bedroom	8	14	24	88	110	244	73
3+ Bedroom	<u>14</u>	<u>38</u>	<u>35</u>	<u>264</u>	<u>445</u>	796	551
Totals	22	52	74	387	563	1,098	636

PRICE – RENT COST RANGE (Area Median Income)

	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
RENTAL UNITS**	\$0 to	\$475 to	\$890 to	\$952 to	\$1,480***		\$650+**
	<u>\$468**</u>	<u>\$870**</u>	<u>\$940**</u>	<u>\$1,470**</u>	<u>\$1,480***</u>		
1 Bedroom	10	16	28	54	38	146	45
2 Bedroom	20	35	54	100	70	279	177
3+ Bedroom	<u>18</u>	<u>37</u>	<u>74</u>	<u>158</u>	<u>102</u>	389	337
Totals	48	88	156	312	210	814	559

Note: Includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

*Average Affordable Purchase Price, 3.0 PPHH, (25% Income/90% Debt Coverage, 30 years @ 6.5%), with Market Adjustment.

**Average Affordable Monthly Rent, 2.5 PPHH, (25% Income) with Market Adjustment.

Source: Hanna:Keelan Associates, P.C., 2022.

**TABLE 26
HOUSING UNIT “TARGET” DEMAND – POPULATION SECTORS BY AMI
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2032**

OWNER UNITS	HOUSEHOLD AREA MEDIAN INCOME (AMI)					Totals	Workforce Sector
	0%-30%	31%-60%	61%-80%	81%-125%	126%+		
Elderly (55+)	10	22	48	180	354	614	155
Family	22	58	82	410	574	1,146	869
Special Populations¹	<u>10</u>	<u>8</u>	<u>12</u>	<u>10</u>	<u>0</u>	40	20
Subtotals	42	88	142	600	928	1,800	1,044
RENTAL UNITS*							
Elderly (55+)	36	47	82	168	131	464	100
Family	27	62	168	351	301	909	889
Special Populations¹	<u>13</u>	<u>19</u>	<u>18</u>	<u>21</u>	<u>4</u>	75	21
Subtotals	76	128	268	540	436	1,448	1,010
Totals	118	216	410	1,140	1,364	3,248	3,054

Note: Housing Demand includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

* Includes lease- or credit-to-own units.

¹ Any person with a special housing need due to a cognitive and/or mobility disability.

Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 27
HOUSING UNIT “TARGET” DEMAND – SPECIFIC TYPES
BY PRICE POINT (PRODUCT) RANGE BY AMI
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2032

PRICE – PURCHASE COST RANGE (Area Median Income)							
	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
OWNER UNITS*	\$0 to \$146,000*	\$150,800 to \$247,300*	\$252,350 to \$360,600*	\$384,200 to \$510,500	\$516,700*+		\$274,100*+
1 Bedroom	0	0	22	52	12	86	21
2 Bedroom	16	25	44	126	172	383	120
<u>3+ Bedroom</u>	<u>26</u>	<u>63</u>	<u>76</u>	<u>422</u>	<u>744</u>	<u>1,331</u>	<u>903</u>
Totals	42	88	142	600	928	1,800	1,044
PRICE – RENT COST RANGE (Area Median Income)							
	(0%-30%)	(31%-60%)	(61%-80%)	(81%-125%)	(126%+)	Totals	Workforce
RENTAL UNITS**	\$0 to \$600**	\$610 to \$1,075**	\$1,110 to \$1,175**	\$1,190 to \$1,835**	\$1,845**+		\$855+**
1 Bedroom	16	22	44	90	80	252	74
2 Bedroom	32	50	90	171	142	485	320
<u>3+ Bedroom</u>	<u>28</u>	<u>56</u>	<u>134</u>	<u>279</u>	<u>214</u>	<u>711</u>	<u>616</u>
Totals	76	128	268	540	436	1,448	1,010

Note: Includes both New Construction and Purchase-Rehab-Resale/Re-Rent Activities.

*Average Affordable Purchase Price, 3.0 PPHH, (25% Income/90% Debt Coverage, 30 years @ 6.5%), with Market Adjustment.

**Average Affordable Monthly Rent, 2.5 PPHH, (25% Income) with Market Adjustment.

Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 28 HOUSING UNIT “TARGET” DEMAND – HOUSING LAND USE PROJECTIONS/ PER HOUSING TYPE/ AGE SECTOR BELLEVUE, NEBRASKA 2027			
Age Sector	Type of Unit	#Owner / #Rental	Est. Land Requirements (Acres)^
18 to 54 Years**	Single Family Unit	554 / 58*	160
	Town Home Unit	110 / 86	32
	Duplex/Triplex Unit	40 / 120	20
	Apartment - 4+ Units***	12 / 280	24
Totals		716 / 544	236^
55+ Years	Single Family Unit	210 / 16	59
	Patio Home Unit	38 / 10	10
	Town Home Unit	86 / 32	19
	Duplex/Triplex Unit	28 / 104	16
	Apartment - 4+ Units***	20 / 108	11
Totals		382 / 270	115^
TOTAL UNITS / ACRES		1,098 / 814	351^
TOTAL UNITS / ACRES FOR NEW CONSTRUCTION, ONLY.		768 / 692	281^ / 843^ ^^
TOTAL WORKFORCE UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		508 / 425	195^ / 585^ ^^
TOTAL AFFORDABLE^^^ UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		118 / 248	53^ / 159 ^ ^^
<p>*Includes Credit-To-Own Units. **Includes Housing for Families, Students and Persons with a Disability. ***Includes Housing in Downtown. ^Includes Public Right-of-Way. ^^Residential Land Use Plan Designation for New Construction, 3.0x Total Acres. ^^^Affordable Housing Units = <80% Household AMI.</p>			
<p>Source: Hanna:Keelan Associates, P.C., 2022.</p>			

TABLE 29 HOUSING UNIT “TARGET” DEMAND – HOUSING LAND USE PROJECTIONS/ PER HOUSING TYPE/ AGE SECTOR BELLEVUE, NEBRASKA 2032			
Age Sector	Type of Unit	#Owner / #Rental	Est. Land Requirements (Acres)^
18 to 54 Years**	Single Family Unit	920 / 94*	264
	Town Home Unit	188 / 155	58
	Duplex/Triplex Unit	60 / 221	35
	Apartment - 4+ Units***	18 / 514	44
Totals		1,186 / 984	401^
55+ Years	Single Family Unit	338 / 24	95
	Patio Home Unit	62 / 18	18
	Town Home Unit	142 / 54	33
	Duplex/Triplex Unit	40 / 178	28
	Apartment - 4+ Units***	32 / 190	19
Totals		614 / 464	193^
TOTAL UNITS / ACRES		1,800 / 1,448	594^
TOTAL UNITS / ACRES FOR NEW CONSTRUCTION, ONLY.		1,520 / 1,228	475^ / 1,425^ ^^
TOTAL WORKFORCE UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		1,005 / 754	304^ / 912^ ^^
TOTAL AFFORDABLE^^^ UNITS/ACRES FOR NEW CONSTRUCTION, ONLY.		217 / 401	106^ / 318 ^ ^^
<p>*Includes Credit-To-Own Units. **Includes Housing for Families, Students and Persons with a Disability. ***Includes Housing in Downtown. ^Includes Public Right-of-Way. ^^Residential Land Use Plan Designation for New Construction, 3.0x Total Acres. ^^^Affordable Housing Units = <80% Household AMI.</p>			
Source: Hanna:Keelan Associates, P.C., 2022.			

**TABLE 30
HOUSING STRUCTURAL CONDITIONS SURVEY
BELLEVUE, NEBRASKA
2022**

	<u>Single Family</u>	<u>Multifamily</u>	<u>Totals</u>
Excellent	0	--	0
Very Good+	1	--	1
Very Good	46	--	46
Good+	238	--	238
Good	1,218	63	1,281
Average+	3,958	--	3,958
Average	12,092	427	12,519
Fair+	1,143	--	1,143
Fair	214	23	237
Poor+	17	--	17
Poor	3	3	6
Totals	18,930	516	19,446

Source: Sarpy County Assessor, 2022.

TABLE 31 TARGET REHABILITATION & DEMOLITION DEMAND & ESTIMATED COSTS BELLEVUE, NEBRASKA 2027 / 2032	
	<u># Units / Est. Costs</u>
- Moderate Rehabilitation*	285 / 470
	\$9,120,000 / \$18,100,000
- Substantial Rehabilitation*	77 / 126
	\$3,100,000 / \$6,100,000
- Demolition (Occupied/Acquisition/Replacement)	33 / 54
	\$8,910,000 / \$17,500,000
*Pending Appraisal Qualification. Source: Hanna:Keelan Associates, P.C., 2022.	

APPENDIX III **AFFORDABLE HOUSING FUNDING SOURCES/PARTNERSHIPS.**

INTRODUCTION.

Appendix III of this **Bellevue AHAP** provides a discussion of **affordable housing funding sources and partnerships** for the City of Bellevue. Included is a discussion of various affordable housing development options, funding opportunities and important partnerships for the successful implementation of housing initiatives in Nebraska Communities, today. The City can consider these and other successful affordable housing models in the development of needed housing.

FUNDING SOURCE & PARTNERSHIPS.

To produce new and upgrade existing renter and owner-occupied housing in Bellevue, a public/private partnership must occur to access affordable housing programs, which will reduce the cost of development and/or long-term operations. The following information identifies various funding sources, programs and strategies available to assist in financing future housing activities in a County and the Communities. The (strategic) combination of two or more sources can assist in reducing development and/or operational costs of proposed affordable housing projects.

LOCAL FUNDING OPTIONS.

Local funding for use in housing development and improvement programs are limited to two primary sources (1) local tax base and (2) dollars secured via state and federal grant and loan programs, which are typically only available to local units of government (Village, City or County).

Local Tax Base.

Tax Increment Financing (TIF) can use added property tax revenues, created by growth and development in a specific area, to Finance improvements within the boundaries of a designated Redevelopment Area. Utilizing the Nebraska Community Development Law, each community in Nebraska has the authority to create a Community Redevelopment Authority (CRA) or Community Development Agency (CDA).

Appendix III: Affordable Housing Funding Sources/Partnerships.

A City or Village with a CRA or CDA has the authority to use TIF for commercial, industrial and residential redevelopment activities. The CRA/CDA can utilize TIF for public improvements and gain the revenue associated with these improvements. The tax increment is the difference between the taxes generated on an existing piece of property and the taxes generated after the redevelopment occurs. One hundred percent (100%) of the increment can be captured for up to 15 years, by the CRA and used for public improvements in a designated Redevelopment Area. Every Community in Nebraska is eligible to utilize TIF, after a CRA or CDA has been established and a Blight and Substandard Determination Study has been completed by the Community. TIF may be used for infrastructure improvements, public façade improvements in the Downtown and to purchase land for commercial or industrial development and for the development of workforce housing. **Additionally, “Nebraska Legislative Bill 496” allows for TIF funds to assist in funding the development of workforce housing.**

The City of Bellevue has an established CDA and associated Redevelopment Areas. The CDA has experience in utilizing TIF for a variety of community and economic development projects, including affordable housing.

Other Local Options.

Bellevue Housing Agency – Public Housing Authorities or Agencies can sponsor affordable housing programs. The Housing Agency is empowered by existing legislation to become involved in all aspects of affordable housing in the Community. The Housing Agency has access to a variety of sources of funding, as well as the ability to secure tax exempt bond financing for local based housing projects. **The Bellevue Housing Agency provides both tenant and project-based Section 8 Rental Assistance.**

Local Major Employers and/or Community Foundation Assistance – This is a common occurrence today within many cities and counties nationwide, in an effort to provide housing opportunities to low- and moderate-income persons and families. Major local employers and community foundations are becoming directly involved in housing developments and improvements. These Foundations and/or major Employers could provide the following:

- a) Direct grants;
- b) Low interest loans;
- c) Letter of Credit, for all or a percentage of loans;
- d) GAP Financing – provides financing to cover the unfunded portion of development costs, as a deferred or less than market rate loan to the development;

Appendix III: Affordable Housing Funding Sources/Partnerships.

- e) Mortgage Interest Rate Subsidy – provides buy down of a conventional loan;
- f) Purchase Bonds/Tax Credits – make a commitment to purchase either/both taxable/tax exempt bonds and/or low-income tax credits utilized to Finance housing development.

The previously described local funding options could be used separately or “pooled” together and utilized in equal proportions for the implementation of County-wide housing programs.

STATE PROGRAMS.

State programs available to assist in funding a community housing initiative include resources available from the **Department of Economic Development (NDED), Nebraska Investment Finance Authority (NIFA), Nebraska Department of Environment & Energy (NDEE) and Nebraska Department of Health and Human Services (NDHHS)**. The following describes the primary housing funding programs provided by these State agencies.

Nebraska Department of Economic Development (NDED).

The **2022 Annual Action Plan**, prepared and administered by the NDED, has the following, approximate allocations of State and Federal funds available for housing activities.

- \$25.9 Million – Community Development Block Grant
- \$7.7 Million – HOME Investment Partnership Fund
- \$683,130 – Housing Opportunities for Persons with AIDS
- \$1.0 Million – Emergency Solutions Grant Program
- \$5.9 Million – Federal Housing Trust Fund
- \$12.7 Million – Nebraska Affordable Housing Trust Fund
- \$1.2 Million – Nebraska Homeless Shelter Assistance Trust Funds

Appendix III: Affordable Housing Funding Sources/Partnerships.

NDED administers the non-entitlement **Community Development Block Grant (CDBG)** program, available to local Community and County municipalities for financing housing, planning and public works projects. All Nebraska Counties and Communities are an eligible applicant for CDBG funds. **The City of Bellevue receives an annual allocation of CDBG funds, from the Department of Housing and Urban Development, as an “entitlement community”.** The remaining Nebraska Communities are classified as non-entitlement Communities and compete annually for CDBG funds for various community and economic development programs, including housing. Nebraska Communities, with a population of 5,000+ are eligible for multi-year CDBG funding from the Comprehensive Revitalization Category of funding.

NDED also administrates **HOME** Program funds. HOME funds are available to authorized, local or regional based **Community Housing Development Organizations (CHDOs)** for affordable housing repair and/or new construction, both rental and owner. An annual allocation of HOME funds is established for CHDOs based on individual housing programs. HOME funds are also available to private developers, via a local non-profit as gap financing on affordable housing projects.

NDED is allocating **CDBG Disaster Recovery (CDBG-DR)** funds to support Nebraska’s disaster relief, long-term recovery and restoration efforts as a result of the 2019 flooding disaster. HUD has allocated \$108.9 million to the fund, which Nebraska local government will be able to apply for. NDED’s CDBG-DR webpage will be continually updated to serve as an informational resource for potential grantees.

The primary goals of the **Housing Opportunities for Persons with AIDS (HOPWA) Program** is to help provide activities that serve persons with HIV/AIDS throughout the State of Nebraska. Activities of **HOPWA** include short-term rent/mortgage assistance, permanent housing replacement and supportive services.

The **Emergency Solutions Grant Program (ESG)** resources are allocated to non-profit agencies throughout Nebraska to provide ESG-eligible homeless and at-risk of homelessness services for the Nebraska Balance of State Continuum of Care (CoC) system.

Federal Housing Trust Fund (HTF) resources are primarily used for rental development and acquisition, rental rehabilitation and operating assistance and operating reserves for extremely low income persons at or below 30% AMI. As identified within the *AP-30: Methods of Distribution and the HTF Allocation Plan*, funds are distributed to projects through the following set-asides: LIHTC 9%, Targeted Needs and Permanent Housing.

Appendix III: Affordable Housing Funding Sources/Partnerships.

Nebraska Affordable Housing Trust Fund (NAHTF) – The NAHTF is available to assist in funding affordable housing programs. The Trust Fund is administered by the NDED and is used to match with Low-Income Housing Tax Credit allocations, for new affordable rental housing, funding of non-profit operating assistance, financing distressed rental properties and the acquisition/rehabilitation of existing rental programs.

The City of Bellevue is a member of the **Metropolitan Area Planning Agency (MAPA)**, which provides local planning coordination and development activities to the Omaha/Council Bluffs Metropolitan Statistical Area. MAPA provides assistance to members on a variety of issues of regional significance, including transportation planning, strategic planning and needs assessments, grant assistance for economic development and planning efforts for environmental issues.

Middle Income Workforce Housing Investment Fund.

In 2020, the “**Middle Income Workforce Housing Investment Act**” (**Legislative Bill 866**) was adopted to supply matching grants to non-profit development entities with a background in housing development. This funding opportunity is only available to communities in Douglas, Lancaster and Sarpy Counties and must take place in a qualified Census Tract. Construction of new owner-occupied housing after-construction appraised value, or a housing rehabilitation project that exceeds 50 percent of a unit’s before-construction assessed value, must range from \$125,000 to \$275,000. The housing project must not benefit from low-income housing tax credit or state or federal subsidy programs.

Nebraska Historic Tax Credit (NHTC).

On April 16, 2014, Legislative Bill 191 was signed into law, which created the Nebraska Historic Tax Credit. This new historic tax credit will serve as a valuable incentive to allow Nebraska real property owners to offset Nebraska income, deposit or premium tax amounts equal to twenty percent of "eligible expenditures" on "improvements" made to "historically significant real property." Nebraska is now the 36th state to provide a historic tax credit at the state level, which is a tax credit that is separate and distinct from the federal historic tax credit.

The NHTC establishes a \$15,000,000 tax credit pool and the Nebraska State Historical Society (SHPO) will handle the annual allocation of the credits for the 2015 through 2022 tax years.

Appendix III: Affordable Housing Funding Sources/Partnerships.

The program encourages the preservation of the State's historic buildings for the following important outcomes:

- Incentives for redevelopment of historic properties and districts across the State.
- Private investment in historic buildings, downtowns and neighborhoods.
- New uses for underutilized and substandard buildings.
- Jobs and economic development in Nebraska communities, both rural and urban.
- Creation of housing units.
- Revitalized communities through preservation of historically significant buildings and districts.
- More heritage tourism in communities.

Basic provisions of the NHTC:

- Twenty percent (20%) Nebraska tax credit for eligible expenditures made to rehabilitate, restore or preserve historic buildings.
- Maximum of \$1 million in credits for a project, a dollar-for-dollar reduction in state tax liability.
- Tax credits can be transferred with limitations.
- Rehabilitation work must meet generally accepted preservation standards.
- Detached, single-family residences do not qualify.

To qualify, a historic property must be:

- Listed individually in the National Register of Historic Places or
- Located within a district listed in the National Register of Historic Places or
- Listed individually under a certified local preservation ordinance or
- Located within a historic district designated under a certified local preservation ordinance.

The minimum project investment must equal or exceed:

- The greater of \$25,000 or 25% of the property's assessed value (for properties in Omaha and Lincoln).
\$25,000 (for properties located elsewhere).

Appendix III: Affordable Housing Funding Sources/Partnerships.

Nebraska Investment Finance Authority (NIFA).

NIFA is a major provider of funding for affordable housing development in Nebraska. The primary program is the **Section 42 Low Income Housing Tax Credits (LIHTC)** utilized to help finance both new construction and rehabilitation of existing rental projects. **LB 884-State Low-Income Housing Tax Credit** is another source of funding for affordable housing administered by NIFA in a process similar to that of the LIHTC process.

A popular LIHTC Program is the CROWN (Credit-to-Own). CROWN is a lease-to-own housing program developed to bring home ownership within reach of very low-income households while assisting local governments in revitalizing their neighborhoods. The objectives of the program are to:

1. Construct housing that is decent, safe and permanently affordable for low income residents;
2. Develop strong public/private partnerships to solve housing problems;
3. Offer renters a real plan to own a home; and
4. Restore unused, vacant, in-fill lots to become a neighborhood asset.

CROWN utilizes the LIHTC program as one financing tool. Other sources of financing may be HOME funds, NAHTF, Federal Home Loan Bank funding, local government grants and loans and traditional development financing sources. **CRANE** (Collaborative Resources Alliance for Nebraska) is a LIHTC set-a-side program for targeted resources, for community development and housing programs. NIFA also provides the Single Family Mortgage Program – This program provides a less than current market interest rate for First-time Homebuyers in Nebraska. Local lender participation is encouraged in this Program.

Community Housing Development Corporation (CHDO)/Community Action Partnership/Economic Development District.

The Community Action Partnership serving a particular Community or County can provide housing and weatherization programs in a specified service area. A Community Action Partnership (CAP) also provides community social services, emergency services, family development and nutrition programs. Nebraska Communities and Counties should work with their CAP to provide safe, accessible, affordable housing to its residents.

Appendix III: Affordable Housing Funding Sources/Partnerships.

Eastern Nebraska Community Action Partnership (ENCAP) serves Bellevue as a CHDO. The Nebraska Housing Developers Association is a State-wide organization providing important housing capacity building and support for local housing development corporations. Community, Economic and Housing Development Grant administration is provided by both ENCAP and MAPA.

Blueprint Nebraska.

A collaboration of State-wide business, industry and civic leaders, released a 2019 ‘**Blueprint Nebraska**’ report to propel sustained economic prosperity for all Nebraskans. The Blueprint includes the creation of a Nebraska Housing Partnership, with five “Concurrent Tracks to Build Nebraska.” These five tracks include:

1. Developing Model Codes/Practices for building/zoning administration, taxation, infrastructure development, etc.;
2. Reviewing and Revising State-Administered Program;
3. Establishing a Housing Health Index, to measure the housing stock in each community, for example;
4. Reviewing/Revising Regional and Local Programs; and
5. Formalizing curriculum for community leaders to elevate the Housing Intelligence of a community.

Nebraska Strategic Housing Framework.

In partnership with the Nebraska Department of Economic Development, the Nebraska Investment Finance Authority is completing a **Nebraska Strategic Housing Framework** report, addressing the State-wide affordable housing needs. The report is due for completion in December, 2022. The report identifies the need for 35,000 affordable housing units. The report is also driven by four “Pillars” to address affordable housing development goals and strategies:

- Pillar 1) Financial Support & Incentives for Development.
- Pillar 2) Education & Policy.
- Pillar 3) Special Populations & Safety Net.
- Pillar 4) Workforce & Community Capacity.

Appendix III: Affordable Housing Funding Sources/Partnerships.

Nebraska Department of Environment and Energy.

Low-Income Weatherization Assistance Program – This Federally funded program assists people with low-incomes by making energy improvements to their homes. The program is a State-wide effort carried out primarily by Nebraska Community Action Partnerships.

The weatherization program concentrates on energy improvements which have the greatest impact on making recipient’s homes more energy efficient, thereby lowering their energy consumption. Eligible weatherization measures include caulking, weather stripping, ceiling, wall and floor insulation and furnace repair.

Nebraska Department of Health and Human Services (NDHHS).

NDHHS administers the **Nebraska Homeless Shelter Assistance Trust Fund** and **Emergency Shelter Grant** to assist local or regional based groups in the provision of housing improvements for homeless and “at risk of homeless” persons and families.

Nebraska Realtors Association’s Homebuyer’s Assistance Foundation.

The **Home Buyer’s Assistance Foundation** is a nonprofit organization dedicated to supporting first-time homebuyers in Nebraska, with an emphasis on low and moderate income individuals and communities. The Foundation also works to offer housing relief in times of natural disaster. Following the 2019 flooding disaster, the Foundation, in partnership with the National Association of Realtors, assisted families and individuals with mortgage payments and rental costs due to home displacement in Nebraska up to \$1,000.

Nebraska Disaster Behavioral Health Project.

The goal of the Disaster Behavioral Health Project is to develop human infrastructure in Nebraska to effectively mitigate or respond to the psycho-social consequences of terrorism and disaster. The project aims to enhance state level capacity for a coordinated response to mental health and substance abuse service needs in the event of an emergency or disaster. Behavioral health training and educational opportunities are available to local emergency managers, volunteers and community leaders via conferences, webinars and online training materials.

Appendix III: Affordable Housing Funding Sources/Partnerships.

Nebraska Department of Veterans' Affairs – Nebraska Veterans Aid (NVA).

Nebraska Veterans Aid (NVA) was established in 1921 to assist veterans and their dependents who experience a financial hardship, including those related to natural disasters. Following the 2019 flooding disaster, qualifying individuals were eligible to receive assistance with food, clothing, emergency housing and other eligible flood-related expenses.

Housing.ne.gov – Housing Listing and Locator Service Partnership.

Housing.NE.gov is a service created via collaboration and partnership between Assistive Technology Partnership (ATP), NDED, NIFA, NDHHS, Nebraska Rentwise, Region V Systems, HUD, USDA-RD, the Nebraska Chapter of the National Association of Housing and Redevelopment Officials (NAHRO), Omaha and Lincoln Housing Authorities and the Hotline for Disability Services, which allows Nebraskans to locate available housing that best fits their needs either through the website or via a toll-free number. Individuals can easily search for housing utilizing different criteria and access helpful websites. Tools for renters include an affordability calculator, a rental checklist and renter rights and responsibilities information.

Property owners and managers, including Housing Authorities, can use this service to manage their property listing free of charge. The organizing agencies involved in this partnership are encouraging all owners and onsite managers of rental housing to register and begin listing their properties on www.Housing.NE.Gov.

REGIONAL FUNDING.

Federal Home Loan Bank.

Affordable Housing Program – This program makes low-interest loans to Finance home ownership for families with incomes at or below 80 percent of the median income for the area. The program can also Finance the purchase, construction or rehabilitation of rental housing in which 20 percent of the units are occupied by and affordable to very low-income households. These funds are available through the Federal Home Loan Bank member institutions in Nebraska and are loaned on a competitive basis, with semi-annual application dates. This program can be combined with other programs (i.e., State CDBG, Low-Income Housing Tax Credit, etc.) to absorb the development subsidy requirements for both rental and owner occupied housing projects.

Appendix III: Affordable Housing Funding Sources/Partnerships.

Midwest Housing Equity Group (MHEG).

MHEG was created in 1993 to secure equity capital to invest into affordable rental housing throughout Nebraska, Kansas, Iowa and Oklahoma. MHEG is a privately-owned non-profit corporation with a nine-member board of Directors and receives no federal or state dollars. MHEG's income is derived from its ability to obtain equity capital and investing into affordable housing properties.

MHEG also provides equity financing for the federal low income housing tax credit program, as defined in Section 42 of the Internal Revenue Code. In addition to tax credit syndication, MHEG staff provides technical assistance to developers, owners and management companies on the development and management of tax credit properties.

Midwest Housing Development Fund (MHDF).

Founded in 2000, MHDF is a non-profit community development financial institution whose main goal is to provide "nontraditional financing needs" for affordable rental housing development, redevelopment and rehabilitation. As per the MHDF website, "The primary financing product of MHDF is predevelopment loans that are provided to borrowers prior to them having access to traditional construction and permanent financing." Types of loans available through MHDF include predevelopment, construction, gap financing, land/infrastructure and permanent (post construction) loans.

FEDERAL FUNDING.

A primary provider of Federal funding to Nebraska Communities and Counties for housing development, both new construction and rehabilitation, is the **Department of Housing and Urban Development (HUD)**. Housing programs provided by HUD are available for both profit and non-profit developers. Funds from these programs are commonly mixed or pooled with other public funding sources, as well as conventional financing.

U.S. Department of Housing & Urban Development.

- **Section 8 Moderate Rehabilitation SRO's** – Available to Public Housing Authorities to provide rental assistance for homeless individuals in rehabilitated single-room occupancy housing.
- **Shelter Plus Care** – Provides rental assistance and supportive services on a long-term basis for homeless individuals with disabilities.

Appendix III: Affordable Housing Funding Sources/Partnerships.

- **Mortgage Insurance** – The HUD 221(d)(4) provides up to 100 percent mortgage insurance for non-profit developers and 90 percent mortgage insurance coverage for profit and non-profit developers 221(d)(4). Permanent financing can be provided via the public funds (i.e., CDBG, HOME) and/or conventional financing.
- **HUD 203(b)** provides mortgage insurance for a person to purchase or refinance a principal residence. The mortgage loan is funded by a lending institution, such as a mortgage company, bank or savings and loan association and the mortgage is insured by HUD.
- **Section 203(k) Rehab Mortgage Insurance** enables homebuyers and homeowners to finance both the purchase or refinancing of a house and the cost of its rehabilitation through a single mortgage or to finance the rehabilitation of their existing home.
- **Section 811 Supportive Housing for Persons with Disabilities Program** – Through the Section 811 program, HUD provides funding to develop and subsidize rental housing with the availability of supportive services for very low- and extremely low-income adults with disabilities.
- **Section 202 Multifamily Health Care Program** – Helps expand the supply of affordable housing with supportive services for the elderly. It provides very low-income elderly with options that allow them to live independently but in an environment that provides support activities such as cleaning, cooking, transportation, etc.
- **Single Family Homeownership/Housing Counseling Agencies** – HUD provides free assistance through local housing counseling agencies where consumers can access information and counseling in regards to buying a home, refinancing a mortgage, saving a home from foreclosure and more.

U.S.D.A. Rural Development (RD).

- a) **Section 515 Program** – Provides a direct interest subsidized loan for the development of family and elderly housing, including congregate and rental housing for persons with a disability. **A Section 538 mortgage insurance program is also available**
- b) **Section 502 Program** – Provides either a mortgage guarantee or direct loan for single family homeownerships for low- and moderate-income persons/families, including persons with a disability. **Section 504 Program** – Provides for the rehabilitation of homes.

Appendix III: Affordable Housing Funding Sources/Partnerships.

- c) **Community Facilities Program** – Provides a direct, interest subsidized loan for a variety of projects specific, community facility improvement programs including new construction or housing rehabilitation for “**special populations.**”
- d) **Preservation Program** – Administered by qualified local and regional organizations/agencies to assist in housing rehabilitation programs in Nebraska Communities. This could include a local based, planned program of home modification **income eligible to low/moderate-income persons and families.**
- e) **Business & Industry Program** – The RD Business and Industry Program allows for loan mortgage guarantee for commercial projects, including retirement/assisted care housing.

Federal Emergency Management Agency (FEMA).

The State of Nebraska is part of FEMA’s “Region VII” coverage area, which also includes the States of Iowa, Kansas and Missouri. FEMA Region VII works with local, State and Tribal emergency management officials and private sector entities to respond to natural disasters and protect human life and property from any and all natural disasters and hazards. After a federal disaster declaration is made, information is delivered via website to those in the affected area. Region VII consists of five divisions:

- a) **Response** – Established at a regional “watch center,” awareness and analysis and the coordination and implementation of federal responses to major disaster areas is key. Preparation of an Incident Management Assistance Team to plan necessary operations and logistics to a disaster area ensures prompt response to help those in need.
- b) **Recovery** – Provides federal assistance to individuals, households and public facilities located within a declared disaster area.
- c) **Mitigation** – Reduces property loss due to flooding via outreach provision, including affordable flood insurance and other programs that encourage safe community development and reduction of loss of life and property due to natural disaster.
- d) **National Preparedness** – Coordinates and develops tools necessary to prepare for hazards and natural disasters among all levels of government, as well as private non-governmental agencies and Communities.

Appendix III: Affordable Housing Funding Sources/Partnerships.

- e) **Mission Support** – Ensures functional efficiency among critical business operations, including functions with key partners and customer service to persons and families affected by natural disaster.
- f) **Grants** – Oversees that disaster and non-disaster grants are in compliance with public law.

Federal Covid-19 Supplemental Appropriations-CARES Act.

The State of Nebraska received approximately \$10.8 Billion of assistance for combatting economic distressed caused by the Coronavirus Pandemic. In June, 2020, a plan for the expenditure of these funds was announced, including the following:

- Community CARES program administered through the Department of Health and Human Services to provide food security, housing and behavioral health care: \$85 million.
- Reimbursements to state and local government for coronavirus-related expenses: \$180 million.
- Agriculture & businesses: \$392 million.
- Small business stabilization: \$230 million.
- Livestock producers stabilization: \$100 million.
- Rural broadband remote access grant program: \$40 million.
- Workforce retraining initiative: \$16 million.
- Admin support to all business programs: \$5 million.
- Gallup business stabilization and growth training: \$1 million.
- Unemployment Trust Fund and potential General Fund Budget Flexibility: \$427 million.

In February, 2021, the State of Nebraska approved \$200 Million to support the State’s “Emergency Rental Assistance Program.” Eligible renter households of specified incomes will be those that are unable to pay past due or future rent and utilities as a result of the COVID-19 Pandemic. Funds will be paid to landlords on behalf of the tenants. Currently, \$158 Million is available to assist Nebraska low-income households. Current funding was available through September, 2022, with another round currently being determined.

As of October, 2022, a total of \$9.2 Million in award funding was dispersed throughout Sarpy County, benefitting a total of 4,130 recipients.

Appendix III: Affordable Housing Funding Sources/Partnerships.

American Rescue Plan Act (ARPA).

The State of Nebraska has appropriated \$111.2 Million for use by non-entitlement units of government to be used in a variety of methods as a means of combatting fiscal losses relating to the COVID-19 Pandemic. Local governments can utilize ARPA funds to replace lost public sector revenue in water, sewer and broadband infrastructure, which could ultimately support new housing development. Applications for grant funding are available on the State of Nebraska website.

Other Federal Funding.

Other funding products that may serve to be useful in the development of affordable housing include the HUD Rural Housing and Economic Development Fund, the Native American Housing and Self-Determination Act and CDBG funds and the (Historic) Rehabilitation Tax Credit, available via the Historic Preservation Act.

“EXECUTIVE SUMMARY”

BELLEVUE, NEBRASKA

AFFORDABLE HOUSING ACTION PLAN – 2027/2032.

DECEMBER, 2022



BELLEVUE, NEBRASKA

AFFORDABLE HOUSING ACTION PLAN – 2027/2032.

CITY ADMINISTRATOR
Jim Ristow

MAYOR
Rusty Hike

PLANNING MANAGER
Tammi Palm

BELLEVUE CITY COUNCIL

Thomas Burns
Rich Casey
Paul Cook
Kathy Welch
Don Preister
Jerry McCaw

AFFORDABLE HOUSING STEERING COMMITTEE

Tammi Palm
Angela Curry
Carolyn Pospisil
Doug Christensen
Bradley Elkjer
Rich Casey
Brian Kucks
Scott Hankins

Mark Westergard
Steve Kucirek
Mary Hawkins
Jim Hawkins
Leslie Miller
Piper Symington
Tanya Gifford

The **Bellevue, Nebraska Affordable Housing Action Plan (AHAP)** was prepared in partnership with the **City of Bellevue, Nebraska**, as well as both **public and private entities in Bellevue**. The **Housing Study** was completed with the guidance and direction of the **AHAP Steering Committee** and follows the requirements set forth in *Nebraska Legislative Bill 866*.

HANNA:KEELAN ASSOCIATES, P.C.
COMMUNITY PLANNING & RESEARCH

COMPREHENSIVE PLANS & ZONING * HOUSING STUDIES *
DOWNTOWN, NEIGHBORHOOD & REDEVELOPMENT PLANNING *
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**TABLE 1
POPULATION TRENDS AND PROJECTIONS
CITY OF BELLEVUE, NEBRASKA
2000-2027/2032**

	<u>Year</u>	<u>Population</u>	<u>Total</u>		<u>Annual</u>	
			<u>Change</u>	<u>Percent</u>	<u>Change</u>	<u>Percent</u>
	2000	44,382	--	--	--	--
	2010	50,137	+5,755	+12.9%	+575.5	+1.3%
	2020	64,176	+14,039	+28.0%	+1,403.9	+2.8%
	2022	66,918	+2,742	+4.3%	+1,371	+2.1%
Low	2027	71,610	+4,692	+7.0%	+938	+1.4%
Medium	2027	73,275	+6,357	+9.5%	+1,271	+1.9%
High	2027	74,613	+7,695	+11.5%	+1,539	+2.3%
Low	2032	74,948	+8,030	+12.0%	+803	+1.2%
Medium	2032	78,963	+12,045	+18.0%	+1,204	+1.8%
High	2032	81,640	+14,722	+22.0%	+1,472	+2.2%

NOTE 1: An estimated population of 6,580 persons (2,393 households) currently reside in the Bellevue Extra-Territorial Jurisdiction, outside the Corporate Limits.

NOTE 2: An estimated 43 percent of the 2027 and 2032 population projections in Bellevue are due to anticipated annexations by City of Bellevue Leadership

Source: 2000, 2010 Census & 2020 Census “Redistricting Data”, City of Bellevue, Nebraska.
Hanna:Keelan Associates, P.C., 2022.

**TABLE 2
HOUSING UNIT “TARGET” DEMAND
(MEDIUM POPULATION PROJECTIONS)
CITY OF BELLEVUE & EXTRA-TERRITORIAL JURISDICTION, NEBRASKA
2027/2032**

	<u>Owner</u>	<u>Rental</u>	<u>Total Housing Unit “Target” Demand*</u>	<u>Est. Required Housing Unit “Target” Demand Budget (Millions)</u>
2027:	1,098 / 630	814 / -	1,912 / 630	\$529.6 / \$248.8
2032:	1,800 / 1,068	1,448 / -	3,248 / 1,068	\$986.1 / \$443.2

***Housing Unit “Target” Demand, based on:**

- Expected New Households.
- Cost-Burdened Households.
- Replacement of Occupied “Deteriorated to Dilapidated” Housing Units.
- Owner & Rental Housing Vacancy Deficiency.
- Secure Current Commuter Labor Force.
- Off-Campus Student Housing Demand.
- Off-Base Housing Demand.
- “Pent Up” Housing Demand.
- Seasonal/Vacation Housing Demand.
- **Five- & 10-Year Housing Development Capacity.**

Housing Unit Target Demand includes both new construction and Purchase-Rehab-Resale or Re-Rent (an estimated 15% to 20% of the Total Housing Demand).

****Estimated Bellevue Downtown Housing Unit Demand (2027/2032):
82 / 150 Total Units (32 / 58 Owner, 50 / 92 Rental).**

****Estimated Bellevue Workforce Housing Unit Demand (2027/2032):
1,195 / 2,054 Total Units (636 / 1,044 Owner, 559 / 1,010 Rental).**

Source: Hanna:Keelan Associates, P.C., 2022.

TABLE 3
AREA HOUSEHOLD INCOME (AMI)
OMAHA-COUNCIL BLUFFS NE/IA METROPOLITAN STATISTICAL AREA, NEBRASKA
(INCLUDING SARPY COUNTY/CITY OF BELLEVUE)
2022

	<u>1PHH</u>	<u>2PHH</u>	<u>3PHH</u>	<u>4PHH</u>	<u>5PHH</u>	<u>6PHH</u>	<u>7PHH</u>	<u>8PHH</u>
30% AMI	\$20,000	\$22,850	\$25,700	\$28,550	\$30,850	\$33,150	\$35,450	\$37,700
50% AMI	\$33,300	\$38,050	\$42,800	\$47,550	\$51,400	\$55,200	\$59,000	\$62,800
60% AMI	\$39,960	\$45,660	\$51,360	\$57,060	\$61,680	\$66,240	\$70,800	\$75,360
80% AMI	\$53,300	\$60,900	\$68,500	\$76,100	\$82,200	\$88,300	\$94,400	\$100,500
100%AMI	\$66,600	\$76,100	\$85,600	\$95,100	\$102,800	\$110,400	\$118,000	\$125,600
125%AMI	\$83,250	\$95,125	\$107,000	\$118,875	\$128,500	\$138,000	\$147,500	\$157,000

Source: U.S. Department of Housing and Urban Development, 2022.

TABLE 4
AFFORDABLE* HOUSING UNIT “TARGET” DEMAND
(MEDIUM POPULATION PROJECTION)
BELLEVUE, NEBRASKA
2027/2032

	2027		2032	
	<u>Owner</u>	<u>Rental</u>	<u>Owner</u>	<u>Rental</u>
TOTAL UNITS:	148	292	272	472
New Construction:	118	248	217	401
Purchase-Rehab-Resale/Rent:	30	44	55	71
SECTOR:				
Elderly (55+):	49	104	80	165
Family:	87	160	162	257
Special Populations:	12	28	30	50

*Affordable Housing Units = < 80% Household AMI.
 Source: Hanna:Keelan Associates, P.C., 2022.

FIVE-YEAR AFFORDABLE HOUSING ACTION PLAN.

The greatest challenge for Bellevue, during the next **five years, or by 2027**, will be to develop housing units for low- to moderate-income families, the elderly and special population households, with attention given to workforce households. **The Programs listed have a specific focus on persons/families with incomes at or below 80 percent of Area Median Income.** The successful implementation of the “**Five-Year Affordable Housing Action Plan**” will involve a **five-step implementation process** including the following:

- 1) Coordination of Bellevue/Sarpy County Housing Stakeholders, to create appropriate **Housing Development Partnerships**, per specific affordable housing activities;
- 2) Secure a professional “**Affordable Housing Development Specialist**” to plan and implement affordable housing projects in Bellevue;
- 3) Secure affordable **housing developers and contractors to work as a team** with Housing Development Partnerships and the Housing Development Specialist in selecting, prioritizing and producing appropriate affordable housing projects in Bellevue;
- 4) Secure both public and **private donations for funding affordable housing projects**; and
- 5) Implementation of **affordable housing activities** via property acquisition, infrastructure installation and project construction.

The planning and implementation of affordable housing programs for persons/families of 0 to 80 percent AMI could be combined with other both owner and rental housing demand, in the City of Bellevue, at 81 percent+ AMI, as identified in this Plan, in an effort to create mixed use income housing programs while maintaining development cost efficiency.

ORGANIZATIONAL/OPERATIONAL PROGRAMS.

1. Land Bank Program.

Purpose:

The City of Bellevue, in partnership with **local Housing Stakeholders**, create a non-governmental, non-profit (501c) organization, or utilize an existing area Foundation to establish a **Land Bank Program** for the purpose of securing land and distressed properties for both future affordable housing development and redevelopment activities throughout **Bellevue**.

Estimated Cost (annual operational): \$750,000.

2. Maintain Local Housing Investment Funding Programs.

Purpose:

The City of Bellevue, with assistance from the **Housing Foundation for Sarpy County, Bellevue Community Foundation** and other **local housing and economic development stakeholders in the Community**, create a “pool” or “bank” of funds to invest in needed gap financing for local affordable housing development and rehabilitation activities. This is coupled with encouraging the involvement of **major employers and local/regional housing developers** with assisting employees in obtaining affordable housing through first-time homebuyer and down payment assistance programs as well as financial support to local developers constructing workforce housing.

Estimated Cost (annual fund drive): \$1,200,000.

3. Establish an Area-Wide Housing Disaster/Pandemic Recovery Program.

Purpose:

The City of Bellevue, with the assistance of **Sarpy County Emergency Management Agency** and **Local Housing Stakeholders**, create a locally-funded program designed to assist persons and families living in housing affected by natural disaster and/or COVID-19. In combination with State and Federal disaster grant programs, funding for this **Program** should include funding via local foundations, financial lending institutions and private donations.

Estimated Cost (annual): \$450,000.

AFFORDABLE HOUSING REHABILITATION/PRESERVATION PROGRAMS.

4. Owner/Rental Housing Rehabilitation/Preservation Program.

Purpose:

The City of Bellevue, with the assistance of **Local Housing Contractors** and **Housing Stakeholders**, as well as personal investment among housing property owners/developers, should set a 2027 goal of **125 to 140 housing units** to receive moderate rehabilitation and **75 to 90 housing units** to receive substantial rehabilitation. Identify Community block areas with excessive deterioration and dilapidation of housing units, especially areas where Tax Increment Financing can supplement a project. This could also include utilizing a Purchase-Rehab-Resale and/or Re-Rent Program providing housing for low- to moderate-income family households (0% to 80% AMI).

Estimated Moderate Rehabilitation Cost: \$29,000 to \$42,000 per unit.
Estimated Substantial Rehabilitation Cost: \$47,000 to \$55,000 per unit.
Estimated Cost Subsidy: 40% to 80% per unit.

5. Owner/Rental Housing Demolition/Replacement Program.

Purpose:

The City of Bellevue and **Local Housing Stakeholders**, with the assistance of **Local Housing Contractors** and personal investment among housing property owners/developers, should set a 2027 goal of **30 housing units**, to be purchased/donated, demolished and replaced with new, innovative affordable housing types, for families/elderly.

Estimated Purchase/Demolition/Construction Cost: \$265,000-\$332,000 per unit.
Estimated Cost Subsidy: 45% to 60% per unit.

AFFORDABLE HOUSING FOR ELDERLY/SENIOR POPULATIONS.

6. Affordable Elderly (55+ Years) Rental Housing Program.

Purpose:

Develop **one- or two-bedroom independent living senior duplex/triplex, townhome, “garden home” or apartment units, standard amenities and the potential for maintenance-free living options**, to meet the affordable rental housing needs of low- to moderate income elderly households (0% to 80% AMI). This **Program** would include **up to 104 units** and should feature a variety of living options and on-site amenities. The Program could involve assistance from the **Bellevue Housing Agency, Housing Foundation for Sarpy County, local specialized senior housing providers and housing developers.**

Total Estimated Cost: \$17,500,000.

Estimated Cost Subsidy: 60% or \$10,500,000.

7. Elderly (55+ Years) Owner Housing Program.

Purpose:

Develop up to **50 two+bedroom owner units**, scattered site or in a designated residential subdivision/retirement community, with standard amenities, to meet the housing needs of low- to moderate income elderly households (31% to 80% AMI). This could be coupled with a Purchase-Rehab-Resale or Re-Rent Housing Program and/or an Infill Housing Development Program. The **Program** could involve assistance from the **Bellevue Housing Agency, Housing Foundation for Sarpy County and local contractors/builders.**

Total Estimated Cost: \$15,950,000.

Estimated Cost Subsidy: 40% or \$6,380,000.

AFFORDABLE HOUSING FOR FAMILIES & SPECIAL NEEDS POPULATIONS.

8. General Affordable & Workforce Rental Housing Program.

Purpose:

Develop up to **160 one-, two- or three-bedroom affordable housing units, including single-room-occupancy rental units, duplex/triplex, townhome or general rental apartment units**, Community-wide, with standard amenities, to meet the rental housing needs of families and individuals (0% to 80% AMI). **Program** should be combined with a **Workforce Employer Housing Assistance Program**. **Partnerships with local major employers, Bellevue Housing Agency, Housing Foundation for Sarpy County and local housing developers/contractors are recommended. Potential tenants could also include off-campus housing for students of Bellevue University and off-base housing for military personnel of Offutt Air Force Base.**

Estimated Cost: \$29,600,000.

Estimated Cost Subsidy: 60% or \$17,760,000.

9. Affordable Homeownership Program.

Purpose:

Develop up to **80 two+-bedroom owner affordable housing units**, Community-wide on scattered sites or in a residential subdivision, with standard amenities, to meet the housing needs of low- to moderate income family households (0% to 80% AMI). **Program** should be combined with a **Workforce Employer Housing Assistance Program**, a **Purchase-Rehab-Resale or Re-Rent Housing Program** and/or an **Infill Housing Development Program**. **Partnerships with Bellevue Housing Agency, Housing Foundation for Sarpy County and local housing developers/contractors are recommended.**

Estimated Cost: \$25,800,000.

Estimated Cost Subsidy: 40% or \$10,320,000.

10. Special Needs Population Affordable Housing Program.

Purpose:

Plan and implement an **Affordable Housing Program** of up to **40 units** of owner and rental housing for **Bellevue** residents with special needs and with very-low to low-income households (0% to 80% AMI). This includes handicap accessible housing, both new construction and existing housing rehabilitation, and appropriate group home housing for persons with a cognitive and/or physical disability. **Partnerships with the Bellevue Housing Agency, Housing Foundation for Sarpy County, Lift Up Sarpy County, United Way of the Midlands, local non-profit organizations and local contractors/builders are recommended.**

Estimated Cost: \$10,200,000.
Estimated Cost Subsidy: 70% or \$7,140,000.

11. Homeless and Near-Homeless Housing Program.

Purpose:

Plan and implement a **Program** of up to **24 units** of rental housing for **Bellevue** residents experiencing homelessness and near-homelessness, including transitional and/or overnight/temporary emergency shelter and group home housing for very-low income and impoverished households. **Partnerships with the Bellevue Housing Agency, Housing Foundation for Sarpy County, Lift Up Sarpy County, United Way of the Midlands, local non-profit organizations and local contractors/builders are recommended.**

Estimated Cost: \$3,900,000.
Estimated Cost Subsidy: 90% or \$3,510,000.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
12/20/2022

COUNCIL MEETING DATE: 12/20/22		SUBMITTED BY: Administration/CDD	
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:

Second Addendum/Extension to Lease Purchase Agreement with Premier Sports Village LLC

SYNOPSIS/BACKGROUND:

Premier Sports Village LLC and the City entered into a Lease Purchase Agreement on October 20, 2020, as well as a First Addendum/Extension on March 1, 2022. The parties have had the opportunity to discuss the Agreement and First Addendum and desire to enter in this Second Addendum/Extension, which will extend the term of the Agreement for a period of six months.

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="PSV"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="10/20/2020"/>	CONTRACT TERM: <input type="text" value="Extension"/>	CONTRACT END DATE: <input type="text" value="06/30/23"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve and authorize Mayor to sign the Second Addendum/Extension to the Lease Purchase Agreement with Premier Sports Village LLC.

ATTACHMENTS:

- | | | |
|---|---|---|
| 1. <input type="text" value="Second Addendum"/> | 2. <input type="text" value="Exhibit A"/> | 3. <input type="text" value="Exhibit B"/> |
| 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:



**LEASE PURCHASE AGREEMENT
SECOND ADDENDUM/EXTENSION**

The City of Bellevue (“City” or “Lessor/Seller”) and Premier Sports Village, LLC (“PSV” or “Lessee/Buyer”) entered into a Lease Purchase Agreement on or about October 20, 2020 (“Agreement”) which is attached hereto as Exhibit “A”. The City and PSV further entered into a First Addendum/Extension to the Lease Purchase Agreement on or about March 1, 2022 (“First Addendum”) which is attached hereto as Exhibit “B”.

WHEREAS, as part of the First Addendum, the term of the Lease expires on 11:59 p.m. on December 31, 2022.

WHEREAS, the parties have had the opportunity to discuss the Agreement and First Addendum, and desire to enter into this Second Addendum/Extension (hereinafter “Second Addendum”) which will extend the term of the Agreement as outlined herein.

NOW THEREFORE, the Parties hereto agree as follows:

1. That Paragraph 2 “Term”, of the Agreement, as modified by the First Addendum, shall be deleted in its entirety and replaced with the following:

Subject to each and all the covenants, terms and conditions of this Second Addendum and the First Addendum and Agreement not otherwise modified herein, Lessor/Seller hereby leases the Property to Lessee/Buyer to have and to hold the Property until 11:59 p.m. on June 30, 2023 (hereinafter “Extension Term”).

2. That Paragraph 10 “Lease Expiration”, of the Agreement, as modified by the First Addendum, shall be deleted in its entirety and replaced with the following:

The expiration of this Second Addendum, First Addendum and the Agreement shall occur at 11:59 p.m. on June 30, 2023. Upon expiration, the parties shall proceed to Closing as provided in the Agreement, First Addendum and Second Addendum. If Lessee/Buyer does not provide notice of the option to purchase, the Second Addendum, First Addendum and the Agreement will automatically terminate upon the expiration of the Extension Term. The Parties further agree that should Lessee/Buyer secure funding to purchase the Property prior to the Extension Term and should all steps of closing be completed prior to the Extension Term, the Agreement, First Addendum, and Second Addendum would terminate upon the execution of the purchase of the Property.

WHEREAS, except as amended herein, the terms and conditions of the Agreement dated on or about October 20, 2020 and First Addendum dated on or about March 1, 2022 between the parties remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Addendum to the Agreement on this ____ day of _____ 2022.

**CITY OF BELLEVUE, A Municipal Corporation,
Lessor/Seller**

By: _____
Rusty Hike, Mayor

ATTEST: _____
City Clerk, Susan Kluthe

PREMIER SPORTS VILLAGE, LLC

Lessee/Buyer

Premier Sports Village LLC

Printed Name

Exhibit “A”

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT is made this 20th day of October, 2020 between the City of Bellevue, Nebraska, a municipal corporation ("Lessor/Seller"), and Premier Sports Village, LLC, a Nebraska Limited Liability Company ("Lessee/Buyer"), jointly referred to as the "parties".

WHEREAS, Lessor/Seller is the owner of real property located in the City of Bellevue, Nebraska, which is legally described as *Lot 1 Bellevue Sports Complex (25ac), Parcel #011591799*.

WHEREAS, the parties desire to enter into a lease purchase agreement regarding the real property described herein.

NOW, THEREFORE, in consideration of the Rent and the covenants, conditions, and agreements herein reserved, mentioned and contained on the part of Lessee/Buyer to be paid, kept and performed, Lessor/Seller hereby leases to Lessee/Buyer, and Lessee/Buyer hereby accepts and hires from Lessor/Seller, the Leased Premises (as hereinafter defined), subject to the terms, conditions, and agreements herein expressed, in "AS IS/WHERE IS" condition with all faults and no representations expressed or implied. Upon expiration of the lease term (as hereinafter defined), for the additional consideration, covenants, and conditions contained herein, Lessor/Seller hereby agrees to sell, and Lessee/Buyer hereby agrees to purchase, the Leased Premises, subject to the terms, conditions, and agreements herein expressed, in "AS IS/WHERE IS" condition with all faults and no representations expressed or implied:

1. **Property.** The Property which is the subject of this agreement is legally described and depicted on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"). Lessor/Seller demises and leases unto Lessee/Buyer, and Lessee/Buyer hereby accepts and leases from Lessor/Seller, the Property, on and subject to all the terms and conditions set forth in this agreement.
2. **Term.** Subject to each and all of the covenants, terms and conditions of this Lease, Lessor/Seller hereby leases the Property to Lessee/Buyer to have and to hold the Property from the date of the parties signing this Lease and lasting a period of eighteen (18) months from the date of the same (hereinafter "Original Lease Term").
3. **Rent.** The Lessee/Buyer agrees to pay Lessor/Seller as rent the sum of Five thousand dollars (\$5,000.00) per month during the Original Lease Term without deduction, set-off, prior notice or demand. All Rent shall be due and payable on the first day of each calendar month throughout the Term and any extension thereof. Rent for any partial month shall be apportioned *pro rata* based on the actual number of days elapsed. All Rent shall be paid to Lessor/Seller at the address to which notices to Lessor/Seller are given. Rent payments shall be credited toward the Purchase Price.

The Security Deposit in the amount of \$5,000.00 shall be payable by Lessee/Buyer to Lessor/Seller within two (2) days after acceptance of this agreement. The Security Deposit shall be held by Lessor/Seller without liability for interest as security for the performance by Lessor/Seller of Lessor/Seller's covenants and obligations under this Lease.

This is a triple net lease (NNN) to the Lessor/Seller. It is the intent of the Parties that the Rent shall be an absolutely net return to the Lessor/Seller and that the Lessee/Buyer shall pay all costs and expenses relating to the Property of any kind or nature whatsoever. Such costs and expenses shall include, without limitation, all amounts attributable to, paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Property; real property taxes; rent taxes; gross receipt taxes; water and sewer charges; insurance premiums; utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; janitorial services; labor; air-conditioning and heating; maintenance and repair costs and service contracts; costs of licenses, permits and inspections; and all other costs and expenses paid or incurred with respect to the Property.

4. **Utility Charges.** Lessee/Buyer shall be responsible for all utilities and services provided to Lessee/Buyer at the Property and agrees to pay, prior to delinquency, all charges for electricity, gas, water, sewage, and/or all other public and private services or charges used by or through Lessee/Buyer at the Property.
5. **Use.** Lessee/Buyer shall use the Property for the sole and exclusive purpose of establishing and maintaining a six-field athletic complex and thereafter constructing an indoor multi-purpose facility that includes, but is not limited to, hosting athletic trainings, apparel shop, concession stand(s), office, shelter, restrooms, dance studio, coffee shop and a fitness gym for public/private use on the Property during the lease term. Lessee/Buyer accepts the Property "AS-IS" without reservation or qualification. Lessor/Seller makes no representation as to the suitability of the Property for any purpose whatsoever. Notwithstanding any other provision of this Lease, Lessee/Buyer shall comply with all local, state or federal laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force with respect to the Lessee/Buyer's use and occupancy of the Property.
6. **Alterations, Maintenance & Repairs.** Lessee/Buyer agrees that during the Term, Lessor/Seller shall not be obligated to repair, replace or otherwise maintain the Property for any purpose or to any standard or in any way. All work, alterations, installations, additions and improvements shall be done at Lessee/Buyer sole expense. In the event of termination of this agreement due to Lessee/Buyer's Default, Lessee/Buyer will be required, at Lessee/Buyer's sole cost and expense, to remove most, if not all, of Lessee/Buyer's alterations and improvements and restore the Property to their original condition, except ordinary wear and tear. The Lessee/Buyer shall keep the Property free and clear of all trash, rubbish, debris and other materials the presence or accumulation of which may constitute a nuisance under the laws of the City of Bellevue. Lessee/Buyer shall not commit nor allow the waste of any of the Property nor the occurrence of any

unlawful act thereupon. Lessee/Buyer shall maintain the entirety of the property (including without limiting the generality of the foregoing the roof, foundation, water, sewer and gas connections, pipes and mains, plumbing, heating and ventilation, and electrical systems) in good operational condition for the conduct of Lessee/Buyer's business at the Property. All repair work shall be done in a good and workmanlike manner. Lessor/Seller shall not be responsible for maintaining, repairing or restoring any part of the property or improvements.

Lessee/Buyer shall provide a written monthly update to the Bellevue City Administrator, Jim Ristow, throughout the lease term listing all maintenance, repairs, improvements, restorations and/or alterations made to the property.

7. **Assignment and Subletting:** Lessee/Buyer shall not assign this Lease without the written consent of Lessor/Seller, which shall not be unreasonably withheld during the lease term. Any occupant, assignee, or sub-Lessee/Buyer must agree to abide by all of the terms and provisions of this Lease in the event of written consent.
8. **Damages to Property.** If the Property or any part thereof, shall be damaged by fire or other casualty, whether man made, natural or otherwise, Lessee shall at its own expense commence to restore said property and thereafter diligently complete such restoration. Such repairs shall substantially restore the condition of the property prior to the casualty. No abatement of rent shall be allowed during the time and to the extent the property is unfit for use as a result of such damages.
9. **Default & Termination.** Lessee/Buyer shall be considered in Default if one of the following events occurs:
 - (a) Failure by Lessee/Buyer to make any Rent or any other payment owed by Lessee/Buyer to Lessor/Seller under this agreement, and the continuance of such failure for fifteen (15) consecutive days after written notice by Lessor/Seller to Lessee/Buyer.
 - (b) Failure by Lessee/Buyer to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the State of Nebraska.
 - (c) Failure by Lessee/Buyer to comply with any provision of the agreement.Upon the occurrence of any Default by Lessee/Buyer and at any time thereafter, Lessor/Seller may, without any further notice, terminate the Lease Purchase Agreement and seek other remedies available to the Lessor/Seller according to law. Lessee/Buyer shall be liable for any and all damages of any kind or nature arising from or as a result of Lessee/Buyer's default. Lessee/Buyer hereby waives any and all rights of redemption it may have, and further waives any counterclaims, other than compulsory counterclaims, against the Lessor/Seller under existing or future laws.
10. **Lease Expiration.** The expiration of this Lease shall occur eighteen (18) months from the date of the parties signing this Lease and lasting a period of eighteen (18) months from the date of the same. Upon expiration, the parties shall proceed to Closing as hereinafter provided.

11. **Purchase Price.** The purchase price for the Property shall be Six Hundred and Fifty Thousand Dollars (\$650,000.00) less a credit for all Rent paid prior to the date of the closing. The Parties agree that this purchase price is a fair and accurate representation of the value of the Property, given the considerations stated herein.
12. **Right of First Refusal.** Lessor/Seller does hereby grant to Lessee/Buyer the right of first refusal to *Lot 3 Bellevue Sports Complex (62ac)*, Parcel #011591801, in Bellevue, Sarpy County, Nebraska.
13. **Conveyance.** Lessor/Seller hereby represents and warrants to Lessee/Buyer that (i) Lessor/Seller has good and marketable fee simple title to the Property (including, without limitation, the improvements and fixtures thereon; (ii) Lessor/Seller has the authority to enter into this agreement; (iii) the Property is zoned BG General Business District and is suitable for the Permitted Use; and (iv) to the best knowledge of Lessor/Seller, the Property is not in violation of any federal, state or local law relating to Hazardous Material or environmental contaminants and has no known latent defects. The condition of the water well shall be inspected by Lessor/Seller. Any repairs recommended as part of said inspection shall be the responsibility of the Lessor/Seller. Lessor/Seller represents that they have good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by warranty deed free and clear of all liens, encumbrances or special taxes or reserves levied or assessed, subject to all building and use restrictions, utility easements not exceeding ten (10) feet in width abutting the boundary of the Property, and covenants now of record.
14. **Closing - Condition of Property; Acceptance.** The closing of the sale of the Property shall be closed on a mutually agreeable date between the parties in March 2022. Both parties acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to either party for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between the parties.

Lessor/Seller shall provide to Lessee/Buyer a copy of the latest As Built Survey, showing legal, easements, parking stalls, setbacks, and Flood Plain status, and other elements of revealed by public record. Lessor/Seller shall provide copies of Soils report if available. Along with any other CAD drawings if available. Lessee/Buyer accepts the Property in its present condition "as is." Lessee/Buyer acknowledges that it has had full opportunity to examine the Property and obtain knowledge of the physical condition of the Property, as well as, the state of its title, zoning, present uses, streets, sidewalks, parking areas, curbs and access thereto. Lessee/Buyer and its agents may conduct such tests, studies, inspections, surveys, environmental assessments, surveys and title reviews as Lessee/Buyer may desire to obtain or perform relating to title to the Property or the physical condition of the Property or any other element or aspect of the Property, and Lessor/Seller hereby grants Lessee/Buyer and its agents permission to perform such inspections.

15. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the seller.
16. **LEASE with DMV.** See attached lease document.
17. **Indemnity.** Without limitation to the foregoing, To the maximum extent permitted by law, Lessee/Buyer, on behalf of Lessee/Buyer and all of Lessee/Buyer's heirs, executors and assigns, Lessee/Buyer hereby waives any right, remedy or recourse that Lessee/Buyer may have now, or in the future, against Lessor/Seller its employees and agents, as a result of any act, error or omission of Lessor/Seller, including those of its agents and employees, including any claim for any loss or damage to Lessee/Buyer's property or other property placed or located on the Property as a result of any such act, error or omission made in furtherance of any right or authority reserved by Lessor/Seller in this paragraph or elsewhere in this Lease. Without limitation to the foregoing, and to the maximum extent permitted by law, Lessee/Buyer shall hold Lessor/Seller harmless from and against any claim, liability, loss or damage of any nature whatsoever, whether related to an existing condition of the Property or otherwise, (a) of Lessee/Buyer or any other person (including any employee, contractor or agent of Lessor/Seller) that may arise or result from, out of or in connection with any Lessee/Buyer's use or occupancy of the Leased Property, including, any such claim, damages or liability that may arise or result from any lawful or unlawful entry upon Leased Property, and (b) to Lessor/Seller that may arise or result from, out of or in connection with any default under, or breach of, any covenant, term or condition of this Lease.
18. **Insurance.** Lessee/Buyer at its sole cost and expense, shall obtain and maintain (or cause to be obtained and maintained) comprehensive broad form commercial general liability insurance covering claims arising out of Lessee/Buyer's operations, use and occupancy of the Property. Coverage shall be maintained on an occurrence basis, covering premises and operations, products and completed operations, contractual liability, personal injury liability, bodily injury liability and property damage liability. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate. Such insurance shall: (a) name Lessor/Seller as an additional insured; (b) specifically insure Lessee/Buyer's indemnity obligations; and (c) be primary to any liability insurance maintained by Lessee/Buyer. Lessor/Seller does not in any way represent that the insurance herein, whether in scope of coverage or limits of coverage, is adequate or sufficient to protect Lessee/Buyer's business or interests and Lessor/Seller shall not be responsible for any of Lessee/Buyer's furniture, fixtures, equipment, other personal property or business damages.
19. **No Waiver of Breach.** No act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence, or forgiveness by Lessor/Seller as to any default in or failure of performance, either in whole or in part, by Lessee/Buyer, of any of the covenants, terms and conditions of this Lease, shall be deemed or construed to be a waiver by Lessor/Seller of the right at all times thereafter to insist upon the prompt, full and complete performance by Lessee/Buyer of each and all the covenants, terms and conditions hereof

thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Lessee/Buyer.

20. **No Partnership, Joint Venture.** Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture as between Lessor/Seller and Lessee/Buyer, or between Lessor/Seller and any other party; nor shall Lessee/Buyer be deemed the Lessor/Seller's agent. Lessor/Seller shall not be liable for the debts or obligations of Lessee/Buyer or for any other party.
21. **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
22. **Notice.** Whenever notice is required to be given by Lessor/Seller under this Lease, it will be deemed sufficient if sent by regular U.S. mail or hand-delivered to Lessee/Buyer at the address of Premier Sports 7001 N 153rd Bennington, NE 68007.
23. **Time.** Time is of the essence of this agreement and each and all of its provisions in which performance is a factor. All periods of time referred to herein shall include all Saturdays, Sundays and state or national holidays.
24. **Amendments.** No provision of this agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This agreement shall not be effective or binding on any party until fully executed by both parties hereto.
25. **Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes. The parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
26. **Choice of Law.** This Lease shall be governed by the laws of the State of Nebraska.
27. **Representation.** Lessor/Seller is represented by Colm Breathnach of Colliers International. Lessee/Buyer is represented in this transaction by Robert Anthony, Realtor, BT Realty Group LLC. Commission shall be split equally between Keller Williams and

Colliers International pursuant to the City of Bellevue's contract with Colm Breathnach of Colliers International.

DATED this 20th day of October, 2020.

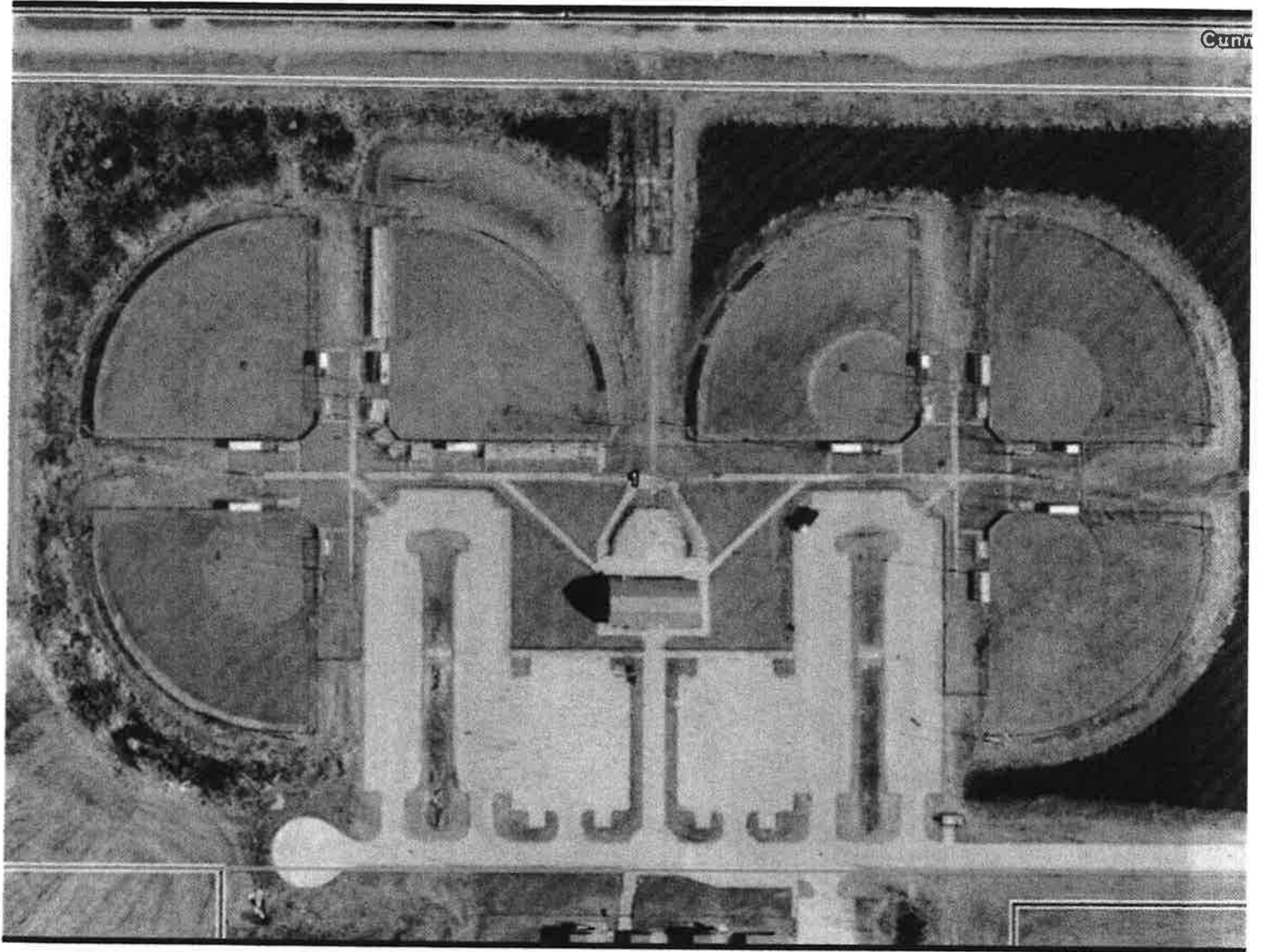


CITY OF BELLEVUE, a municipal corporation, Lessor/Seller

Attest: [Signature]
City Clerk

By: [Signature]
Mayor

[Signature]
Premier Sports Village, LLC, Lessee/Buyer



011591799

Property Address: 14202 Harlan Lewis Rd

Acreage: 24.98 ac.

Legal Description: Lot 1 Bellevue Sports Complex (25 ac)



**COMMERCIAL
LEASE PROPOSAL**

for

**The City of Bellevue, NE
at
14402 Harlan Lewis Rd, Bellevue, NE 68005**

March 1, 2019

The following Lease Proposal that is being offered on behalf of State of Nebraska DMV to the City of Bellevue, NE. This Lease Proposal contains the basic terms and conditions upon which Nebraska DMV ("Tenant") is interested in pursuing a lease arrangement with the City of Bellevue, NE ("Landlord") for space located at 14402 Harlan Lewis Rd, Bellevue, NE 68005 in Omaha, Nebraska.

- LOCATION:** 14402 Harlan Lewis Rd,
Bellevue, NE 68005
- TENANT:** Nebraska DMV
- LEASED PREMISES:** The proposed Leased Premises will consist of approximately 75,000 square feet of concrete parking, as depicted in Exhibit A.
- INITIAL LEASE TERM:** The Initial Lease Term will be for a period of two (2) years. Tenant shall have the option to terminate the Lease with one hundred and twenty (120) days written notice to Landlord implying their intent to terminate the Lease. At the end of the Initial Lease Term, Tenant agrees to notify Landlord of their intention to Terminate or Renew the Lease.
- COMMENCEMENT DATE:** The Commencement Date for the Lease Term is projected to be March 18, 2019. The exact commencement date will be mutually agreed upon between the Tenant and Landlord.
- RENTAL RATE:** The Rental Rate for the Leased Premises during the Initial Lease Term will be as follows:
- Years 1 - 2: \$900.00 per month
- The lease document will be defined as a full-service lease. Landlord shall remove snow and keep Leased Premises clean and clear of debris.
- SECURITY DEPOSIT:** Equal to the first month's rent to be paid at lease execution.
- RENEWAL OPTIONS:** There will be five (5), one (1) year renewal options following The Initial Lease Term. The renewal options must be exercised in writing 60 days prior to the end of the current term. The renewal rate for the renewal terms shall be the same as the Initial Lease Term. Landlord shall have to right to terminate this Lease Hold with one hundred and twenty (120) day notice to Tenant.





ADDITIONAL PROVISIONS: Tenant shall have the right to modify paint markings to suit needs.

REPRESENTATION: Tenant is represented in this lease transaction by Brayden Mussman & Colm Breathnach of Colliers International. In the event a lease is executed by and between Landlord and Tenant, Tenant's agent will receive, from the landlord, a real estate commission equal to three percent (3%) of the gross value of the lease.

Although this letter is intended to summarize the principal terms and conditions of the proposed transaction and contemplates a later execution of the lease document, neither this letter nor any action of the parties to date shall be deemed to indicate a binding agreement between parties. This letter reflects the Tenant's present intent regarding the terms and conditions of the proposed transaction and shall not be construed to create any legal rights or obligations between the Landlord and the Tenant. It is intended that all such legal rights and obligations will come into existence only when appropriate documentation has been executed.

Yours very truly,
Colliers International

Colm Breathnach
Broker Associate

Brayden Mussman
Associate

AGREED & ACCEPTED this __ day of _____, 2019.

By: _____
Title: _____



Exhibit “B”

LEASE PURCHASE AGREEMENT

FIRST ADDENDUM/EXTENSION

The City of Bellevue (“City” or “Lessor/Seller”) and Premier Sports Village, LLC (“PSV” or “Lessee/Buyer”) entered into a Lease Purchase Agreement on or about October 20, 2020 (“Agreement”) which is attached hereto as Exhibit “A”.

WHEREAS, as part of the Agreement, the term of the Lease expires at the end of March 2022.

WHEREAS, the parties have had the opportunity to discuss the Agreement, lease term and payment terms and desire to enter into this First Addendum/Extension (hereinafter “First Addendum”) which will extend the term of the Agreement and modify certain terms as outlined herein.

NOW THEREFORE, the Parties hereto agree as follows:

1. That Paragraph 2 “Term”, of the Agreement shall be deleted in its entirety and replaced with the following:

Subject to each and all the covenants, terms and conditions of this First Addendum and the Agreement not otherwise modified herein, Lessor/Seller hereby leases the Property to Lessee/Buyer to have and to hold the Property until 11:59 p.m. on December 31, 2022 (hereinafter “Extension Term”).

2. That the first full paragraph of Paragraph 3 “Rent”, of the Agreement shall be deleted and replaced with the following:

The Lessee/Buyer agrees to pay Lessor/Seller as rent the sum of One Thousand dollars (\$1,000.00) per month beginning March 1, 2022, and continuing for the Extension Term, without deduction, set-off, or prior notice or demand. All Rent shall be due and payable on the first day of each calendar month throughout the Extension Term and any extension thereof. Rent for any partial month shall be apportioned *pro rata* based on the actual number of days elapsed. All Rent shall be paid to Lessor/Seller at the address to which notices to Lessor/Seller are given. Rent payments shall be credited toward the Purchase Price. Should any further extensions be granted by Lessor/Seller the Lessor/Seller reserves the right to increase the Rent payments per any future negotiated terms for an extension.

3. That Paragraph 10 "Lease Expiration", of the Agreement shall be deleted in its entirety and replaced with the following:

The expiration of this First Addendum and the Agreement shall occur at 11:59 p.m. on December 31, 2022. Upon expiration, the parties shall proceed to Closing as provided in the Agreement and as modified herein in this First Addendum. If Lessee/Buyer does not provide notice of the option to purchase, the First Addendum and the Agreement will automatically terminate upon the expiration of the Extension Term. The Parties further agree that should Lessee/Buyer secure funding to purchase the Property prior to the Extension Term and should all steps of closing be completed prior to the Extension Term, the Agreement and First Addendum would terminate upon the execution of the purchase of the Property.

4. That the first full paragraph of Paragraph 14 "Closing- Condition of Property; Acceptance", of the Agreement shall be deleted and replaced with the following:

If Lessee/Buyer exercises the option to purchase the Property, they shall notify Lessor/Seller prior to the expiration of the Extension Term. The Parties shall then prepare and execute a separate Purchase Agreement to be considered before the City Council for approval. Said Purchase Agreement shall incorporate the agreed upon Purchase Price from the Agreement and credit Lessee/Buyer with any rent payments paid per the Agreement and First Addendum. The Parties shall draft and negotiate the separate Purchase Agreement within thirty (30) days of receiving notice from Lessee/Buyer of the intent to Purchase. Buyer and Seller understand that any Purchase Agreement will include a provision which includes as a contingency the successful completion of a thirty (30) day remonstrance period, as required by Neb. Rev. Stat. 16-202. The remonstrance period will begin immediately following the passage and publication of an Ordinance to approve the sale of the Property by Seller's City Council. If a remonstrance petition pursuant to Neb. Rev. Stat. 16-202 is successfully filed before the expiration of the thirty (30) day remonstrance period, the closing of the Purchase Agreement shall not occur and the Property shall not be sold. In the event such remonstrance petition is successfully filed and upheld and the closing of the Purchase Agreement does not occur, any earnest money deposited by Buyer pursuant to the Agreement shall be refunded to Buyer. Closing will occur not later than sixty (60) days following the expiration of the remonstrance period. Should the items related to the Purchase of the Property extend after the Extension Term, the parties shall work together to enter into another Addendum extending the terms of this Agreement to finalize the Purchase of the Property. The Parties agree that should Lessee/Buyer secure funding and desire to Purchase the Property prior to the expiration of the Extension Term, that Lessee/Buyer shall be allowed to do so and the Parties will work together to schedule a time for closing. Both parties acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to either party for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between the parties.

5. That Paragraph 16 "LEASE with DMV", of the Agreement shall be deleted in its entirety and replaced with the following:

The City has a current lease agreement with the DMV, attached hereto as Exhibit "B" that is set to expire April 31, 2022. The Lessee/Buyer of this Agreement and First Addendum agrees to not hinder the ability of the DMV to use the Property pursuant to those lease terms. The Parties further acknowledge that the City has the right and ability to extend the DMV lease however shall not extend the lease past the Extension Term without written approval of Lessee/Buyer.

That except as amended herein, the terms and conditions of the Agreement dated on or about October 20, 2020, between the parties remain in full force and effect.

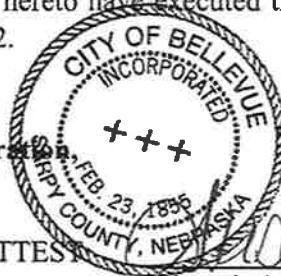
IN WITNESS WHEREOF, the Parties hereto have executed this First Addendum to the Agreement on this 15th day of March, 2022.

CITY OF BELLEVUE, A Municipal Corporation
Lessor/Seller

By:

Rusty Hike
Rusty Hike, Mayor

ATTEST



Susan Kluthe
City Clerk, Susan Kluthe

PREMIER SPORTS VILLAGE, LLC

Lessee/Buyer

Brandon Schuur
Premier Sports Village LLC

BRANDON SCHUUR

Printed Name

Exhibit “A”

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT is made this 20th day of October, 2020 between the City of Bellevue, Nebraska, a municipal corporation ("Lessor/Seller"), and Premier Sports Village, LLC, a Nebraska Limited Liability Company ("Lessee/Buyer"), jointly referred to as the "parties".

WHEREAS, Lessor/Seller is the owner of real property located in the City of Bellevue, Nebraska, which is legally described as *Lot 1 Bellevue Sports Complex (25ac), Parcel #011591799*.

WHEREAS, the parties desire to enter into a lease purchase agreement regarding the real property described herein.

NOW, THEREFORE, in consideration of the Rent and the covenants, conditions, and agreements herein reserved, mentioned and contained on the part of Lessee/Buyer to be paid, kept and performed, Lessor/Seller hereby leases to Lessee/Buyer, and Lessee/Buyer hereby accepts and hires from Lessor/Seller, the Leased Premises (as hereinafter defined), subject to the terms, conditions, and agreements herein expressed, in "AS IS/WHERE IS" condition with all faults and no representations expressed or implied. Upon expiration of the lease term (as hereinafter defined), for the additional consideration, covenants, and conditions contained herein, Lessor/Seller hereby agrees to sell, and Lessee/Buyer hereby agrees to purchase, the Leased Premises, subject to the terms, conditions, and agreements herein expressed, in "AS IS/WHERE IS" condition with all faults and no representations expressed or implied:

1. **Property.** The Property which is the subject of this agreement is legally described and depicted on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property"). Lessor/Seller demises and leases unto Lessee/Buyer, and Lessee/Buyer hereby accepts and leases from Lessor/Seller, the Property, on and subject to all the terms and conditions set forth in this agreement.
2. **Term.** Subject to each and all of the covenants, terms and conditions of this Lease, Lessor/Seller hereby leases the Property to Lessee/Buyer to have and to hold the Property from the date of the parties signing this Lease and lasting a period of eighteen (18) months from the date of the same (hereinafter "Original Lease Term").
3. **Rent.** The Lessee/Buyer agrees to pay Lessor/Seller as rent the sum of Five thousand dollars (\$5,000.00) per month during the Original Lease Term without deduction, set-off, prior notice or demand. All Rent shall be due and payable on the first day of each calendar month throughout the Term and any extension thereof. Rent for any partial month shall be apportioned *pro rata* based on the actual number of days elapsed. All Rent shall be paid to Lessor/Seller at the address to which notices to Lessor/Seller are given. Rent payments shall be credited toward the Purchase Price.

The Security Deposit in the amount of \$5,000.00 shall be payable by Lessee/Buyer to Lessor/Seller within two (2) days after acceptance of this agreement. The Security Deposit shall be held by Lessor/Seller without liability for interest as security for the performance by Lessor/Seller of Lessor/Seller's covenants and obligations under this Lease.

This is a triple net lease (NNN) to the Lessor/Seller. It is the intent of the Parties that the Rent shall be an absolutely net return to the Lessor/Seller and that the Lessee/Buyer shall pay all costs and expenses relating to the Property of any kind or nature whatsoever. Such costs and expenses shall include, without limitation, all amounts attributable to, paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Property; real property taxes; rent taxes; gross receipt taxes; water and sewer charges; insurance premiums; utilities; refuse disposal; lighting (including outside lighting); fire detection systems including monitoring, maintenance and repair; security; janitorial services; labor; air-conditioning and heating; maintenance and repair costs and service contracts; costs of licenses, permits and inspections; and all other costs and expenses paid or incurred with respect to the Property.

4. **Utility Charges.** Lessee/Buyer shall be responsible for all utilities and services provided to Lessee/Buyer at the Property and agrees to pay, prior to delinquency, all charges for electricity, gas, water, sewage, and/or all other public and private services or charges used by or through Lessee/Buyer at the Property.
5. **Use.** Lessee/Buyer shall use the Property for the sole and exclusive purpose of establishing and maintaining a six-field athletic complex and thereafter constructing an indoor multi-purpose facility that includes, but is not limited to, hosting athletic trainings, apparel shop, concession stand(s), office, shelter, restrooms, dance studio, coffee shop and a fitness gym for public/private use on the Property during the lease term. Lessee/Buyer accepts the Property "AS-IS" without reservation or qualification. Lessor/Seller makes no representation as to the suitability of the Property for any purpose whatsoever. Notwithstanding any other provision of this Lease, Lessee/Buyer shall comply with all local, state or federal laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force with respect to the Lessee/Buyer's use and occupancy of the Property.
6. **Alterations, Maintenance & Repairs.** Lessee/Buyer agrees that during the Term, Lessor/Seller shall not be obligated to repair, replace or otherwise maintain the Property for any purpose or to any standard or in any way. All work, alterations, installations, additions and improvements shall be done at Lessee/Buyer sole expense. In the event of termination of this agreement due to Lessee/Buyer's Default, Lessee/Buyer will be required, at Lessee/Buyer's sole cost and expense, to remove most, if not all, of Lessee/Buyer's alterations and improvements and restore the Property to their original condition, except ordinary wear and tear. The Lessee/Buyer shall keep the Property free and clear of all trash, rubbish, debris and other materials the presence or accumulation of which may constitute a nuisance under the laws of the City of Bellevue. Lessee/Buyer shall not commit nor allow the waste of any of the Property nor the occurrence of any

unlawful act thereupon. Lessee/Buyer shall maintain the entirety of the property (including without limiting the generality of the foregoing the roof, foundation, water, sewer and gas connections, pipes and mains, plumbing, heating and ventilation, and electrical systems) in good operational condition for the conduct of Lessee/Buyer's business at the Property. All repair work shall be done in a good and workmanlike manner. Lessor/Seller shall not be responsible for maintaining, repairing or restoring any part of the property or improvements.

Lessee/Buyer shall provide a written monthly update to the Bellevue City Administrator, Jim Ristow, throughout the lease term listing all maintenance, repairs, improvements, restorations and/or alterations made to the property.

7. **Assignment and Subletting:** Lessee/Buyer shall not assign this Lease without the written consent of Lessor/Seller, which shall not be unreasonably withheld during the lease term. Any occupant, assignee, or sub-Lessee/Buyer must agree to abide by all of the terms and provisions of this Lease in the event of written consent.
8. **Damages to Property.** If the Property or any part thereof, shall be damaged by fire or other casualty, whether man made, natural or otherwise, Lessee shall at its own expense commence to restore said property and thereafter diligently complete such restoration. Such repairs shall substantially restore the condition of the property prior to the casualty. No abatement of rent shall be allowed during the time and to the extent the property is unfit for use as a result of such damages.
9. **Default & Termination.** Lessee/Buyer shall be considered in Default if one of the following events occurs:
 - (a) Failure by Lessee/Buyer to make any Rent or any other payment owed by Lessee/Buyer to Lessor/Seller under this agreement, and the continuance of such failure for fifteen (15) consecutive days after written notice by Lessor/Seller to Lessee/Buyer.
 - (b) Failure by Lessee/Buyer to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the State of Nebraska.
 - (c) Failure by Lessee/Buyer to comply with any provision of the agreement.Upon the occurrence of any Default by Lessee/Buyer and at any time thereafter, Lessor/Seller may, without any further notice, terminate the Lease Purchase Agreement and seek other remedies available to the Lessor/Seller according to law. Lessee/Buyer shall be liable for any and all damages of any kind or nature arising from or as a result of Lessee/Buyer's default. Lessee/Buyer hereby waives any and all rights of redemption it may have, and further waives any counterclaims, other than compulsory counterclaims, against the Lessor/Seller under existing or future laws.
10. **Lease Expiration.** The expiration of this Lease shall occur eighteen (18) months from the date of the parties signing this Lease and lasting a period of eighteen (18) months from the date of the same. Upon expiration, the parties shall proceed to Closing as hereinafter provided.

11. **Purchase Price.** The purchase price for the Property shall be Six Hundred and Fifty Thousand Dollars (\$650,000.00) less a credit for all Rent paid prior to the date of the closing. The Parties agree that this purchase price is a fair and accurate representation of the value of the Property, given the considerations stated herein.
12. **Right of First Refusal.** Lessor/Seller does hereby grant to Lessee/Buyer the right of first refusal to *Lot 3 Bellevue Sports Complex (62ac)*, Parcel #011591801, in Bellevue, Sarpy County, Nebraska.
13. **Conveyance.** Lessor/Seller hereby represents and warrants to Lessee/Buyer that (i) Lessor/Seller has good and marketable fee simple title to the Property (including, without limitation, the improvements and fixtures thereon; (ii) Lessor/Seller has the authority to enter into this agreement; (iii) the Property is zoned BG General Business District and is suitable for the Permitted Use; and (iv) to the best knowledge of Lessor/Seller, the Property is not in violation of any federal, state or local law relating to Hazardous Material or environmental contaminants and has no known latent defects. The condition of the water well shall be inspected by Lessor/Seller. Any repairs recommended as part of said inspection shall be the responsibility of the Lessor/Seller. Lessor/Seller represents that they have good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by warranty deed free and clear of all liens, encumbrances or special taxes or reserves levied or assessed, subject to all building and use restrictions, utility easements not exceeding ten (10) feet in width abutting the boundary of the Property, and covenants now of record.
14. **Closing - Condition of Property; Acceptance.** The closing of the sale of the Property shall be closed on a mutually agreeable date between the parties in March 2022. Both parties acknowledge and understand that the closing of the sale may be handled by an Escrow Agent and that the Broker is authorized to transfer the Deposit or any other funds it receives to said Escrow Agent. After said transfer, Broker shall have no further responsibility or liability to either party for the accounting for said funds. Escrow Agent's charge for the escrow closing shall be equally divided between the parties.

Lessor/Seller shall provide to Lessee/Buyer a copy of the latest As Built Survey, showing legal, easements, parking stalls, setbacks, and Flood Plain status, and other elements of revealed by public record. Lessor/Seller shall provide copies of Soils report if available. Along with any other CAD drawings if available. Lessee/Buyer accepts the Property in its present condition "as is." Lessee/Buyer acknowledges that it has had full opportunity to examine the Property and obtain knowledge of the physical condition of the Property, as well as, the state of its title, zoning, present uses, streets, sidewalks, parking areas, curbs and access thereto. Lessee/Buyer and its agents may conduct such tests, studies, inspections, surveys, environmental assessments, surveys and title reviews as Lessee/Buyer may desire to obtain or perform relating to title to the Property or the physical condition of the Property or any other element or aspect of the Property, and Lessor/Seller hereby grants Lessee/Buyer and its agents permission to perform such inspections.

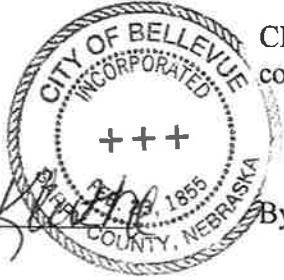
15. **State Documentary Tax:** The State Documentary Tax on the deed shall be paid by the seller.
16. **LEASE with DMV.** See attached lease document.
17. **Indemnity.** Without limitation to the foregoing, To the maximum extent permitted by law, Lessee/Buyer, on behalf of Lessee/Buyer and all of Lessee/Buyer's heirs, executors and assigns, Lessee/Buyer hereby waives any right, remedy or recourse that Lessee/Buyer may have now, or in the future, against Lessor/Seller its employees and agents, as a result of any act, error or omission of Lessor/Seller, including those of its agents and employees, including any claim for any loss or damage to Lessee/Buyer's property or other property placed or located on the Property as a result of any such act, error or omission made in furtherance of any right or authority reserved by Lessor/Seller in this paragraph or elsewhere in this Lease. Without limitation to the foregoing, and to the maximum extent permitted by law, Lessee/Buyer shall hold Lessor/Seller harmless from and against any claim, liability, loss or damage of any nature whatsoever, whether related to an existing condition of the Property or otherwise, (a) of Lessee/Buyer or any other person (including any employee, contractor or agent of Lessor/Seller) that may arise or result from, out of or in connection with any Lessee/Buyer's use or occupancy of the Leased Property, including, any such claim, damages or liability that may arise or result from any lawful or unlawful entry upon Leased Property, and (b) to Lessor/Seller that may arise or result from, out of or in connection with any default under, or breach of, any covenant, term or condition of this Lease.
18. **Insurance.** Lessee/Buyer at its sole cost and expense, shall obtain and maintain (or cause to be obtained and maintained) comprehensive broad form commercial general liability insurance covering claims arising out of Lessee/Buyer's operations, use and occupancy of the Property. Coverage shall be maintained on an occurrence basis, covering premises and operations, products and completed operations, contractual liability, personal injury liability, bodily injury liability and property damage liability. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate. Such insurance shall: (a) name Lessor/Seller as an additional insured; (b) specifically insure Lessee/Buyer's indemnity obligations; and (c) be primary to any liability insurance maintained by Lessee/Buyer. Lessor/Seller does not in any way represent that the insurance herein, whether in scope of coverage or limits of coverage, is adequate or sufficient to protect Lessee/Buyer's business or interests and Lessor/Seller shall not be responsible for any of Lessee/Buyer's furniture, fixtures, equipment, other personal property or business damages.
19. **No Waiver of Breach.** No act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence, or forgiveness by Lessor/Seller as to any default in or failure of performance, either in whole or in part, by Lessee/Buyer, of any of the covenants, terms and conditions of this Lease, shall be deemed or construed to be a waiver by Lessor/Seller of the right at all times thereafter to insist upon the prompt, full and complete performance by Lessee/Buyer of each and all the covenants, terms and conditions hereof

thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Lessee/Buyer.

20. **No Partnership, Joint Venture.** Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture as between Lessor/Seller and Lessee/Buyer, or between Lessor/Seller and any other party; nor shall Lessee/Buyer be deemed the Lessor/Seller's agent. Lessor/Seller shall not be liable for the debts or obligations of Lessee/Buyer or for any other party.
21. **Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
22. **Notice.** Whenever notice is required to be given by Lessor/Seller under this Lease, it will be deemed sufficient if sent by regular U.S. mail or hand-delivered to Lessee/Buyer at the address of Premier Sports 7001 N 153rd Bennington, NE 68007.
23. **Time.** Time is of the essence of this agreement and each and all of its provisions in which performance is a factor. All periods of time referred to herein shall include all Saturdays, Sundays and state or national holidays.
24. **Amendments.** No provision of this agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This agreement shall not be effective or binding on any party until fully executed by both parties hereto.
25. **Force Majeure.** Neither Party will be liable for any failure or delay in performing an obligation under this agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes. The parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic which is ongoing as of the date of the execution of this agreement. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.
26. **Choice of Law.** This Lease shall be governed by the laws of the State of Nebraska.
27. **Representation.** Lessor/Seller is represented by Colm Breathnach of Colliers International. Lessee/Buyer is represented in this transaction by Robert Anthony, Realtor, BT Realty Group LLC. Commission shall be split equally between Keller Williams and

Colliers International pursuant to the City of Bellevue's contract with Colm Breathnach of Colliers International.

DATED this 20th day of October, 2020.





CITY OF BELLEVUE, a municipal corporation, Lessor/Seller

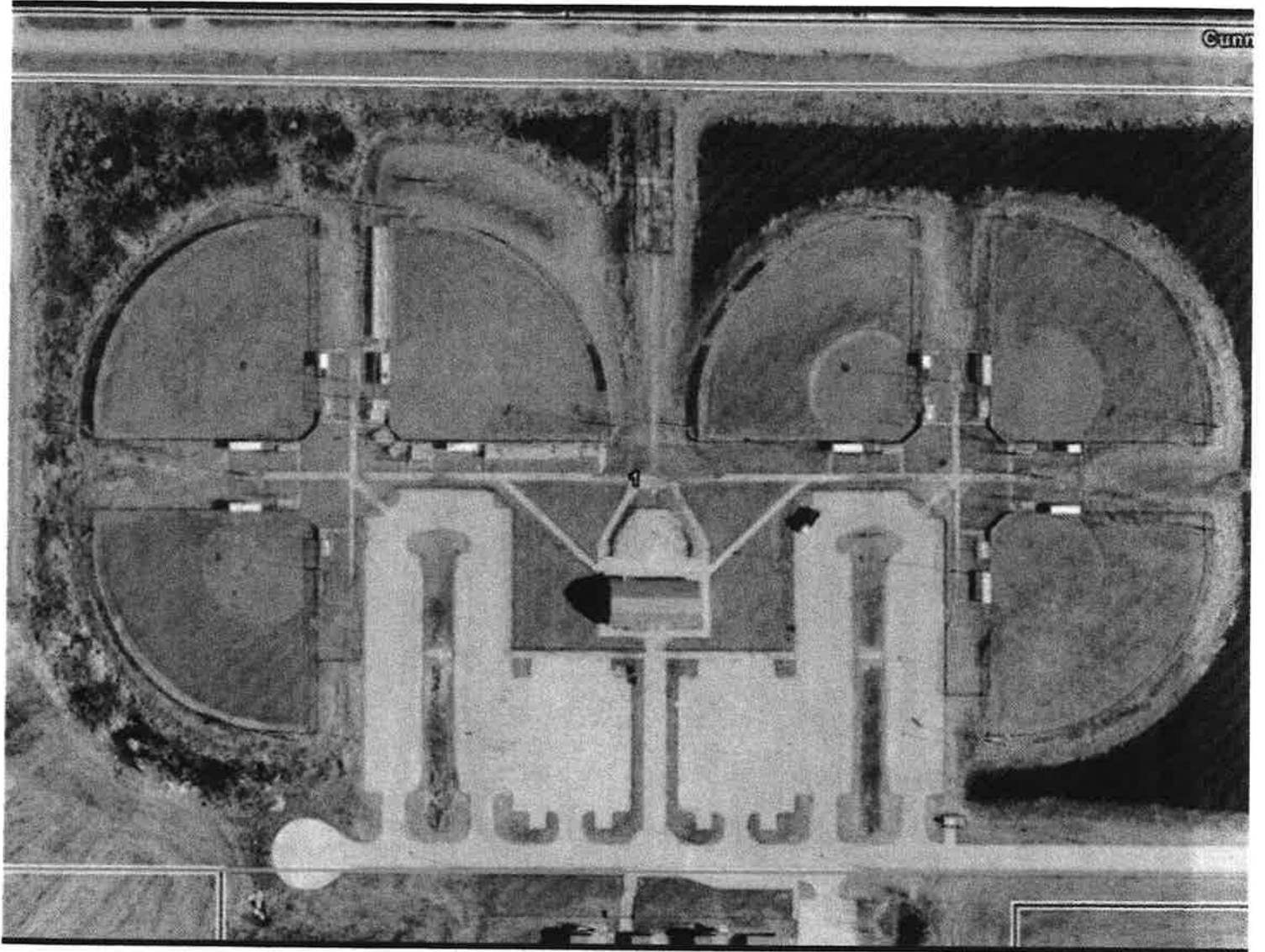
Attest:


City Clerk

By:


Mayor


Premier Sports Village, LLC, Lessee/Buyer



011591799

Property Address: 14202 Harlan Lewis Rd

Acreage: 24.98 ac.

Legal Description: Lot 1 Bellevue Sports Complex (25 ac)



**COMMERCIAL
LEASE PROPOSAL**

for

**The City of Bellevue, NE
at
14402 Harlan Lewis Rd, Bellevue, NE 68005**

March 1, 2019

The following Lease Proposal that is being offered on behalf of State of Nebraska DMV to the City of Bellevue, NE. This Lease Proposal contains the basic terms and conditions upon which Nebraska DMV ("Tenant") is interested in pursuing a lease arrangement with the City of Bellevue, NE ("Landlord") for space located at 14402 Harlan Lewis Rd, Bellevue, NE 68005 in Omaha, Nebraska.

- LOCATION:** 14402 Harlan Lewis Rd,
Bellevue, NE 68005
- TENANT:** Nebraska DMV
- LEASED PREMISES:** The proposed Leased Premises will consist of approximately 75,000 square feet of concrete parking, as depicted in Exhibit A.
- INITIAL LEASE TERM:** The Initial Lease Term will be for a period of two (2) years. Tenant shall have the option to terminate the Lease with one hundred and twenty (120) days written notice to Landlord implying their intent to terminate the Lease. At the end of the Initial Lease Term, Tenant agrees to notify Landlord of their intention to Terminate or Renew the Lease.
- COMMENCEMENT DATE:** The Commencement Date for the Lease Term is projected to be March 18, 2019. The exact commencement date will be mutually agreed upon between the Tenant and Landlord.
- RENTAL RATE:** The Rental Rate for the Leased Premises during the Initial Lease Term will be as follows:
- Years 1 - 2: \$900.00 per month
- The lease document will be defined as a full-service lease. Landlord shall remove snow and keep Leased Premises clean and clear of debris.
- SECURITY DEPOSIT:** Equal to the first month's rent to be paid at lease execution.
- RENEWAL OPTIONS:** There will be five (5), one (1) year renewal options following The Initial Lease Term. The renewal options must be exercised in writing 60 days prior to the end of the current term. The renewal rate for the renewal terms shall be the same as the Initial Lease Term. Landlord shall have to right to terminate this Lease Hold with one hundred and twenty (120) day notice to Tenant.





ADDITIONAL PROVISIONS: Tenant shall have the right to modify paint markings to suit needs.

REPRESENTATION: Tenant is represented in this lease transaction by Brayden Mussman & Colm Breathnach of Colliers International. In the event a lease is executed by and between Landlord and Tenant, Tenant's agent will receive, from the landlord, a real estate commission equal to three percent (3%) of the gross value of the lease.

Although this letter is intended to summarize the principal terms and conditions of the proposed transaction and contemplates a later execution of the lease document, neither this letter nor any action of the parties to date shall be deemed to indicate a binding agreement between parties. This letter reflects the Tenant's present intent regarding the terms and conditions of the proposed transaction and shall not be construed to create any legal rights or obligations between the Landlord and the Tenant. It is intended that all such legal rights and obligations will come into existence only when appropriate documentation has been executed.

Yours very truly,
Colliers International

A handwritten signature in cursive script that reads "Colm Breathnach".

Colm Breathnach
Broker Associate

A handwritten signature in cursive script that reads "Brayden Mussman".

Brayden Mussman
Associate

AGREED & ACCEPTED this __ day of _____, 2019.

By: _____
Title: _____



Exhibit “B”

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

LEASE AGREEMENT - ADDENDUM # 1

This Lease Agreement - Addendum #1, hereinafter this "Addendum," by and between **City Of Bellevue**, as "Lessor," and **Department of Administrative Services, State Building Division**, as "Lessee," acting on behalf of **Department of Motor Vehicles**, as "Tenant Agency," for land located at:

**14402 HARLAN LEWIS ROAD
BELLEVUE NE 68005**

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement, commencing April 1, 2019 and ending March 31, 2021; and modified by the Commencement Date Agreement to change the commencement to May 1, 2019 and the expiration to April 30, 2021; and

WHEREAS, Lessor and Lessee desire to renew the Term of this Lease; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties amend this Lease, as follows:

AGREEMENT

1. As to Section **2 Term**, the Term of this Lease shall be renewed for a one (1) year renewal period commencing May 1, 2021 and ending on April 30, 2022.

2. **NO OTHER CHANGES**. Unless expressly amended hereby, all other terms and conditions contained in this Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and this Lease, the provisions of this Addendum shall govern and control and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3. **EFFECTIVE DATE**. This Addendum shall be effective as of May 1, 2021.

4. **ENTIRE AGREEMENT**. This Addendum constitutes the entire and integrated agreement between Lessor and Lessee relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, or representations, between the parties, written or oral, to the extent they relate in any way to the subjects of this Lease.

5. **COUNTERPARTS**. This Addendum shall be executed in duplicate original, each of which shall be deemed to the an original, but both of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year last below written.

LESSEE:

Doug Hanson, Director
Administrative Services, State Building Division

Date

LESSOR:

[Handwritten Signature]

Lessor Authorized Signer
Lessor Name/Entity

4-20-21

Date

ACKNOWLEDGMENT

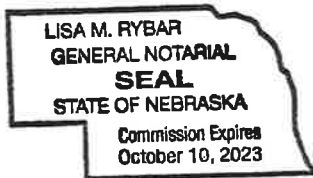
STATE OF NEBRASKA, COUNTY OF Sarpy

The foregoing instrument was acknowledged before me this 30th day of April 2021 by Name, Title, on behalf of Company, a State Limited Liability/Partnership/etc..

Affix seal here.

[Handwritten Signature]

Notary Public Signature





**COMMERCIAL
LEASE PROPOSAL**

for

**The City of Bellevue, NE
at
14402 Harlan Lewis Rd, Bellevue, NE 68005**

March 1, 2019

The following Lease Proposal that is being offered on behalf of State of Nebraska DMV to the City of Bellevue, NE. This Lease Proposal contains the basic terms and conditions upon which Nebraska DMV ("Tenant") is interested in pursuing a lease arrangement with the City of Bellevue, NE ("Landlord") for space located at 14402 Harlan Lewis Rd, Bellevue, NE 68005 in Omaha, Nebraska.

- LOCATION:** 14402 Harlan Lewis Rd,
Bellevue, NE 68005
- TENANT:** Nebraska DMV
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- INITIAL LEASE TERM:** The Initial Lease Term will be for a period of two (2) years. Tenant shall have the option to terminate the Lease with one hundred and twenty (120) days written notice to Landlord implying their intent to terminate the Lease. At the end of the Initial Lease Term, Tenant agrees to notify Landlord of their intention to Terminate or Renew the Lease.
- COMMENCEMENT DATE:** The Commencement Date for the Lease Term is projected to be March 18, 2019. The exact commencement date will be mutually agreed upon between the Tenant and Landlord.
- RENTAL RATE:** The Rental Rate for the Leased Premises during the Initial Lease Term will be as follows:
- Years 1 - 2: \$900.00 per month
- The lease document will be defined as a full-service lease. Landlord shall remove snow and keep Leased Premises clean and clear of debris.
- SECURITY DEPOSIT:** Equal to the first month's rent to be paid at lease execution.
- RENEWAL OPTIONS:** There will be five (5), one (1) year renewal options following The Initial Lease Term. The renewal options must be exercised in writing 60 days prior to the end of the current term. The renewal rate for the renewal terms shall be the same as the Initial Lease Term. Landlord shall have to right to terminate this Lease Hold with one hundred and twenty (120) day notice to Tenant.



ADDITIONAL PROVISIONS: Tenant shall have the right to modify paint markings to suit needs.

REPRESENTATION: Tenant is represented in this lease transaction by Brayden Mussman & Colm Breathnach of Colliers International. In the event a lease is executed by and between Landlord and Tenant, Tenant's agent will receive, from the landlord, a real estate commission equal to three percent (3%) of the gross value of the lease.

Although this letter is intended to summarize the principal terms and conditions of the proposed transaction and contemplates a later execution of the lease document, neither this letter nor any action of the parties to date shall be deemed to indicate a binding agreement between parties. This letter reflects the Tenant's present intent regarding the terms and conditions of the proposed transaction and shall not be construed to create any legal rights or obligations between the Landlord and the Tenant. It is intended that all such legal rights and obligations will come into existence only when appropriate documentation has been executed.

Yours very truly,
Colliers International

Colm Breathnach
Broker Associate

Brayden Mussman
Associate

AGREED & ACCEPTED this __ day of _____, 2019.

By: _____
Title: _____



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
12/20/2022

COUNCIL MEETING DATE: 12/20/22		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Amendment extending the 2021 CDBG Subrecipient Agreement with Housing Foundation for Sarpy County for the Mixed-Use Development Project.

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a CDBG subrecipient agreement with the Housing Foundation for Sarpy County (HFSC) for the Mixed-Use Development project on January 18, 2022, as outlined in the 2021 Action Plan with the Time of Performance expiring one-year from the date of execution. The project was funded \$150,000.00, and has a full balance remaining. The Housing Foundation has requested an extension of the agreement to retain use of the funds for the approved activities. The subrecipient agreement allows for a one-year extension upon request by the subrecipient. Staff recommends approval of an extension for the use of funds and will assist the Housing Foundation to complete the project in accordance with HUD regulations. With council approval, the next expiration date for the agreement will be January 16, 2024.

FISCAL IMPACT: 150,000.00 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: No/Not Required

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Housing Foundation for Sarpy County INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: Amendment to the 2021 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 01/17/2023 CONTRACT TERM: 1 year CONTRACT END DATE:

PROJECT NAME: HFSC Mixed-Use Development Project

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192201 ACCOUNT NUMBER: 60/1903/192201/450

RECOMMENDATION:

Approve and authorize Mayor to sign the amendment extending the CDBG subrecipient agreement with the Housing Foundation for Sarpy County.

ATTACHMENTS:

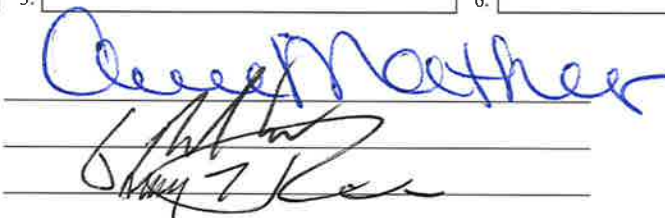
- | | | |
|-----------------------------|---------------------------------|------------------------|
| 1. Extension Request - HFSC | 2. 2021 CDBG Subrecipient Agree | 3. Agreement Amendment |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





**Housing
Foundation for
Sarpy County**

8214 Armstrong Circle
Bellevue, NE 68147
(402) 734-5448
sarpyhousing.org

December 8, 2022

Abby Highland
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Ms. Highland,

I respectfully request an extension of expenditure deadline for our 2022 CDBG grant award. While we have obligated the funds an extension would allow us to complete the purchase.

Our partnership with the City's CDBG program is integral to our successes and I appreciate your consideration of our request.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Carolyn Pospisil
Executive Director

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HOUSING FOUNDATION FOR SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-21-MC-31-0003**

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this ____ day of ____, 20____, by and between the subrecipient, HOUSING FOUNDATION FOR 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-21-MC-31-0003 HUD contract in the amount of \$150,000.00 for the acquisition of land for the development of affordable housing and commercial spaces within the city limits of Bellevue; and

WHEREAS, the Parties entered into a Subrecipient Agreement for CDBG Funding on or about the 18th day of January, 2022 (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to extend the term, by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the Parties therefore intend that the terms of the Agreement shall be so modified; and

WHEREAS, that all other terms and conditions of the Agreement, except to the extent expressly amended herein, shall remain in full force and effect.

NOW, THEREFORE, it is agreed between the parties hereto that:

AGREEMENT AMENDMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the Parties agree that the Agreement shall be amended as follows:

A. SCOPE OF SERVICE.

1. Time of Performance. The time of performance of this Agreement is hereby extended and will remain in effect through January 16, 2024

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. Timeliness. Funding allocated as part of this agreement must be expended by January 16, 2024. Any remaining balance following the expiration of this agreement shall be eligible for reallocation by the GRANTEE.

Rusty Hike, Mayor
City of Bellevue, Nebraska

Autumn Sky Burns

Autumn Sky Burns, President
Housing Foundation for Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska

Carolyn Pospisil

Carolyn Pospisil, Executive Director
Housing Foundation for 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)

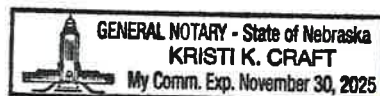
My Commission Expires: _____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 9th day of December, 2022 by Autumn Sky Burns, Vice President, on behalf of the organization.

My Commission Expires:

11/30/25



Kristi K. Craft

NOTARY PUBLIC

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HOUSING FOUNDATION FOR SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-21-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 18th day of January, 2022 by and between the subrecipient, HOUSING FOUNDATION FOR 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-21-MC-31-0003 HUD contract in the amount of \$150,000.00 for the acquisition of land for the development of affordable housing and commercial spaces within the city limits of Bellevue; 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 \$150,000.00 from the B-21-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of property acquisition for the development of affordable housing and commercial space in a mixed-use development. 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 Description. To provide for the purchase of land for a mixed-use development of affordable housing as eligible under 24 CFR 570.201 and commercial use space as eligible under 24 CFR 570.203, the major tasks the SUBRECIPIENT will perform include, but are not limited to the following:
 - i. The project will meet CDBG eligibility requirements and national objective for both housing and commercial components of the project; each component must meet all CDBG requirements.
 - ii. Provide a written, detailed proposal following selection of a site that includes:
 1. Overall site plan.
 2. Standards to ensure housing created or provided meets the HUD affordable housing national objective. Fair Market Rent (FMR), housing choice vouchers, subsidies or other standards may be used, but must be fully documented in the proposal.
 3. Detailed affordability period. The affordability period begins upon issuance of a Certificate of Occupancy by the GRANTEE.

4. **Management of Assisted Property.** The SUBRECIPIENT will outline a financial management system that allows the effective control and accountability for the CDBG-assisted real property as outlined under 2 CFR 200.302(b)(4).
 5. **Timeline for Completion.** The SUBRECIPIENT must provide a timeline for completion of the construction and the meeting of all CDBG National Objective requirements within five (5) years of the expiration of the subrecipient agreement.
 - iii. Follow real property voluntary acquisition requirements as set forth in 49 CFR Subpart B for Federal and federally-assisted programs and projects under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).
 - iv. Obtain any and all federal, state, and local permits and licenses required to execute the project as describe in this agreement. The SUBRECIPIENT further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.
 - v. Provide all matching funds needed to complete the project.
 - vi. Approved use must continue for five years following the expiration of this agreement.
 - b. **Income Benefit Goals.** The project will assist a minimum of 30 low- and moderate-income households by providing affordable housing.
 - 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.
 - i. The SUBRECIPIENT certifies that the housing activity carried out under this agreement will meet the National Objective Low- and Moderate-Income Housing by acquiring real property for the purpose of developing affordable housing for low and moderate income families per 24 CFR 570.208(a)(3). The SUBRECIPIENT will continue to meet the CDBG National Objective for a minimum of five (5) years after the expiration of the Subrecipient Agreement. If the National Objective is not met during this time period, the CITY must be reimbursed in the amount of the current fair market value of the property, less the value attributable to the non-CDBG portion of the acquisition or improvements.
 - ii. The SUBRECIPIENT certifies that the commercial activity carried out under this agreement will meet a National Objective Area Benefit or Job Creation/Retention. The specific national objective will be determined based on the service area identified or the job creation benefit to low- and moderate-income individuals.
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. Total clients served, including all members of each household
 - b. Racial breakdown of clients serviced including an ethnicity breakdown
 - c. Number and percentage of extremely low, low, and moderate-income clients as defined by HUD CDBG Income Limits with income eligibility documentation on file.
 - d. Number of disabled clients, senior citizens, and female heads-of-households served.
 - e. Update on the expenditure of funding as well as a timeline for expenditure update.
 - f. Documentation of match or funds leveraged with CDBG funding.
 - g. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
 - h. 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.
 - a. No CDBG project funds will be advanced and no costs can be incurred until the GRANTEE has conducted an Environmental Review of the proposed project site as required per 24 CFR 58 and the Mayor has signed the Environmental Review Record Site Specific Review for the project. The SUBRECIPIENT must meet all mitigation requirements outlined in the Environmental Review Record to ensure environmental clearance for the project.
 - b. The SUBRECIPIENT will not undertake or commit any funds or physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance. Violation of this provision may result in the denial of any funds under this agreement.
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.
7. Liens. The SUBRECIPIENT agrees to execute a lien note ("Note") and deed of trust ("Deed of Trust") in favor of the GRANTEE in the amount of the funds granted to, and expended by the SUBRECIPIENT for the acquisition of Real Property. The Deed of Trust shall be subordinate to any deed of trust or other lien placed on the Real Property by the SUBRECIPIENT. The Note shall be a ten-year, zero-interest deferred note. If the SUBRECIPIENT maintains the property for the approved use for five years following initial occupancy, the GRANTEE shall forgive the Note and release the Deed of Trust provided that all payments on the first lien note are current. The SUBRECIPIENT shall notify the GRANTEE immediately if the SUBRECIPIENT plans to sell or ceases the approved use of the Real Property. If the Real Property is sold during the term of the Note, the balance of the Note is immediately due and payable to the GRANTEE.
8. Change in Use. Property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must remain in the SUBRECIPIENT's control as outlined in 570.502(b)(7). The property must either:
 - a. Be used by the SUBRECIPIENT to continue to meet a CDBG program national objective for a minimum of five (5) years after the expiration of the subrecipient agreement; or
 - b. If a national objective is not met during this time-period, the SUBRECIPIENT must reimburse the GRANTEE for the current fair market value, less any portion of the value attributable to non-CDBG funds.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$150,000.00. 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 with information as outlined in A.2 Performance Monitoring. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 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. For purchase amount that exceeds \$10,000.00, the SUBRECIPIENT must submit copies a minimum of three bids with a memo explanation of the selected bid/contractor to the GRANTEE's CDBG Office. Upon approval by the GRANTEE, 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.
- c. Any expenses incurred or subcontracts executed prior to the execution of this subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the

SUBRECIPIENT has control over CDBG funds, including program income.

- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. . The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be

undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.
 - a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
 - b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
 - c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry

out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises 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. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii. The SUBRECIPIENT agrees to comply with HUD's Section 3 regulations (24 CFR Part 75). As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 regulations.
 - iii. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - iv. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with Section 3, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the Section 3 regulations. The contractor will not

subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the Section 3 regulations.

- v. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the Section 3 regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the Section 3 regulations.
- vi. Noncompliance with HUD's Section 3 regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
 - b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
7. Lobbying. The SUBRECIPIENT hereby certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
 - d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
 9. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
 10. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of 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. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

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. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 limit.
2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

G. AGREEMENT MODIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7).

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: Board President/Vice-President
Housing Foundation for Sarpy County
8214 Armstrong Circle
Bellevue, NE 68147

c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike
Rusty Hike, Mayor
City of Bellevue, Nebraska

Autumn Sky Burns
Autumn Sky Burns, Vice President
Housing Foundation for Sarpy County

Rich Severson
Rich Severson, Finance Director
City of Bellevue, Nebraska

Carolyn Pospisil
Carolyn Pospisil, Executive Director
Housing Foundation for Sarpy County

ATTEST:
Susan Kluthe
Susan Kluthe, City Clerk
City of Bellevue, NE

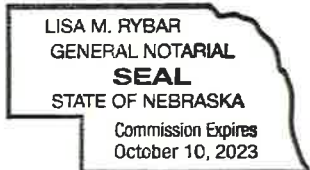


STATE OF NEBRASKA)
) : SS.
COUNTY OF SARPY)

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: Lisa M. Rybar
(Affix Notarial Seal)



My Commission Expires: 10/10/23

STATE OF NEBRASKA)
) : SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 6th day of Jan, 2022 by Autumn Sky Burns, Vice President, on behalf of the organization.

My Commission Expires:
6-21-2023



Ann Williams
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
12/20/2022

COUNCIL MEETING DATE: 12/20/22		SUBMITTED BY: City Administrator	
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:

Real Estate Broker Services Agreement for services with CBRE Inc.

SYNOPSIS/BACKGROUND:

The City of Bellevue placed a RFP out for real estate agents to represent the City in buying in selling property. After review and scoring, CBRE Inc. scored the best for the price and services offered and has been recommended to be approved by the City Council for a one year term (with options to renew).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: CBRE Inc. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Real Estate Broker Agreement

CONTRACT EFFECTIVE DATE: 12.21.22 CONTRACT TERM: 1 year CONTRACT END DATE: 12.21.23

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Agreement and CBRE Inc. as the City's Real Estate Agents.

ATTACHMENTS:

1. Agreement and Attachments
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Quetta Mather
[Signature]
[Signature]



CBRE

Proposal for _____

Real Estate Broker Services

RFP #202210

NOVEMBER 21, 2022



Real Estate Broker Services Agreement

This Agreement ("Agreement") is made by and between the City of Bellevue, 1500 Wall Street, Bellevue, Nebraska 68005 ("City") and

Contractor Name: CBRE, Inc.

Contractor Address: 11213 Davenport St. Suite 300, Omaha, NE 68154

("Contractor").

The parties agree as follows:

1. Contractor Services

Contractor shall provide to City the services described in Attachment A as requested by the City subject to the terms and conditions set forth in this Agreement.

All work to be performed under this Agreement shall be requested by the City through a written Amendment to this Agreement signed by both parties. Any Amendment requesting services from the Contractor shall include the City's requested Scope of Work. All work must be mutually agreed upon in writing and costs known before that work may commence.

Contractor warrants to City that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel.

2. Payment

City shall pay Contractor for the services described in Attachment A based on the compensation structure provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence.

The compensation structure to be applied (commission, fee for service, etc.) shall be dictated by the desired Scope of Work and established in each Amendment to this Agreement. It should be noted that, before entering into a commission-based Scope of Work, City shall inform Contractor of any known interested parties and City reserves the right to buy or sell a property directly to one of these known parties. In such cases, the City may seek professional services from Contractor to assist the City in finalizing the property transaction in lieu of paying Contractor a commission per the compensation structure provided by the Contractor in Attachment B.

Payment shall be provided within thirty (30) days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.

3. Term of Agreement

The term of this Agreement is for one (1) year commencing December 21, 2022, and remaining in effect through December 21, 2023 unless terminated earlier in accordance with Section 4 of this Agreement. This Agreement may be extended beyond this term through mutual agreement between both parties in writing and upon City Council approval.

4. Termination of Agreement

City may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty (30) days' written notice to Contractor.

5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Nebraska. All coverages shall be with insurance carriers acceptable to City. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to City. Contractor shall be responsible to City for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

- **Worker's Compensation Insurance:** Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Nebraska or have the State of Nebraska listed under Section 3 - Other States Insurance in the Contractor's insurance policy.
- **Commercial General Liability Insurance:** Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- **Additional Insured:** Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "City of Bellevue, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming City of Bellevue as additional insured, coverage afforded is considered to be primary and any other insurance City of Bellevue may have in effect shall be considered secondary and/or excess.

Cancellation Notice: If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and City may terminate this Agreement immediately.

Proof of Insurance Coverage: Upon execution of this contract and at least (10) business days prior to commencement of services under this Agreement, Contractor shall provide City with a copy of their Worker's Compensation and Commercial Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, City reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor until current certificates of insurance have been received and approved by City. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates to City at least ten (10) days prior to the expiration date.

6. Reporting and Review

Contractor shall report to City as required by this Agreement and also upon request. Contractor shall cooperate and confer with City as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by City. City may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, City may review any of Contractor's internal records, reports or insurance policies, related to work with the City pursuant to this contract.

7. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of City, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

8. Independent Contractor

To the fullest extent permitted by law, the parties agree that Contractor is an independent Contractor; that Contractor and its employees will in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of City for any purpose, and will not be entitled to any fringe benefits of City, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor will be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and

maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify City against such liability.

9. Subcontracting

Contractor shall provide all services covered by this Agreement and will not subcontract, assign or delegate any of these services without written authorization from City.

10. City Employees

Contractor shall not hire any City employee to perform any of the services covered by this Agreement without written authorization from City.

11. Default

In the event of default by Contractor, City may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

12. Endorsement Prohibition

Contractor shall not use in any form or medium the name of City, or supportive documentation or photographs of City projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by City.

13. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations. Contractor agrees to protect, defend and indemnify City against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

15. Equal Opportunity Employer

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by City, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of City.

17. Contractor Personnel

Contractor employees may be subject to an approved criminal background check prior to entering City property to perform work under this Contract. Employees of Contractor must wear apparel or other means of identification while performing services under this Contract.

18. Amendment

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by both parties.

19. Binding Effect

This Agreement is binding upon and shall inure to the benefit of Contractor and City and their respective legal representatives, successors and authorized assigns.

20. Waiver

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

21. Counterparts

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

23. Section Titles

Section Titles set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any provisions of this Agreement.

24. Choice of Law and Forum

This Agreement is governed by and interpreted according to the laws of the State of Nebraska. The parties agree that the proper forum and venue for litigation arising out of this Agreement is Sarpy County, Nebraska.

25. Royalties and Patents

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save City and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor's subcontractors and agents.

26. Debarment or Suspension Status

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into real estate contracts, or in receipt of a notice of proposed debarment from any State agency or local public body.

27. Conflicts of Interest

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor will immediately inform City regarding same.

28. Anti-Collusion Statement

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the City are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

29. Entire Agreement

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Real Estate Broker Services Agreement.
2. Agreement and Scope of Work Clarifications.
3. Attachment A – City's Scope of Work.
4. Attachment B – Cost Proposal Form completed and submitted with Contractor's Proposal.
5. Attachment C – Contractor's Proposal received and opened by City.

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

CONTRACTOR:

CITY:

Sign: _____ Sign: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Attachment A – Scope of Work

1. Overview

- 1.1 Contractor shall be a commercial real estate broker able to assist the City in buying, selling, and/or leasing property and also able to provide miscellaneous real estate consulting services.
- 1.2 All services are to be provided by the Contractor upon request of the City and will be agreed to through an Amendment to this master Agreement.

2. Sale or Lease of Property by City

Should the City desire to use the services of Contractor to sell or lease property owned by the City, Contractor shall generally:

- 2.1 Develop and carry out an agreed upon public marketing strategy to solicit interested buyers / lessees.
- 2.2 Market the property in a manner consistent with local zoning ordinances.
- 2.3 Coordinate site visits with developers and potential buyers / lessees as needed, keeping the City apprised of all planned site visits.
- 2.4 Receive and evaluate bids / offers received from all buyers / lessees.
- 2.5 Present all received bids to the City with a recommendation.
- 2.6 Coordinate and finalize real estate transactions and agreements working closely with the City Attorney and City Administrator to assist City in finalizing the sale and lease.

3. Purchase or Lease of Property by City

Should the City desire to use the services of Contractor to purchase or lease property not owned by the City, Contractor shall generally:

- 3.1 Work with the City to identify needs and characteristics of property to be acquired or leased.
- 3.2 Identify potential candidate sites and properties maintaining discretion and client confidentiality.
- 3.3 Present findings on suitable properties.
- 3.4 Coordinate site visits by representatives of the City as necessary.
- 3.5 Coordinate any necessary or desired inspections of a property.
- 3.6 Coordinate and finalize real estate transactions and agreements working closely with the City Attorney and City Administrator, to assist City in finalizing the sale and lease.

4. Real Estate Consulting Services

Real Estate Consulting Services that the City may request include, but are not limited to:

- 4.1 Property valuation.
- 4.2 Researching lease rates for commercial / office type properties.
- 4.3 Developing and implementing brownfield property redevelopment strategies.

Costs

10.4.1 Complete and certify the Cost Tables in Attachment B.

Attachment B – Cost Proposal Form

5. COST PROPOSAL

Unless otherwise noted by the Contractor, all costs associated with the scope of work outlined in Attachment A are itemize in this Cost Proposal Form taking the following into consideration:

5.1 Taxes

The City is exempt from Federal Excise Tax and Nebraska Sales Tax and these shall not be included in the cost proposal, invoiced or charged to the City.

5.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified elsewhere in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

5.3 Payment

Payment terms will be consistent with terms identified in Section 2 of this Agreement.

5.4 Cost Tables

Once completed, the following cost shall establish the pricing to be charged unless otherwise negotiated in writing.

Sales Commission	Commission Rate
Property Sale by City (based on total sale price)	3* %
Property Purchase by City (based on total purchase price)	0* %


Real Estate Consulting Services – Hourly Rates to be charged by Position	
Position Title	Hourly Rate
Regional Manager/Vice President	\$ 325
Manager	\$ 300
Analyst	\$ 200
Support	\$ 150
	\$
	\$

*CBRE's portion of the fee will be 3% of the sale price payable by the City from proceeds at closing. In the event that the buyer is represented by a broker with a verified representation agreement, it is customary for the seller (the City) to pay the buyer's representation fee as well, which is typically 3%, for a total of 6%. In the event the buyer is unrepresented, the only fee will be 3% paid to CBRE.

*0% - CBRE will pursue fees from the seller of property the City acquires, as is customary. In the event the seller will not pay a commission, the fee will be paid by the City at 3% of the purchase price.

5.5 Cost Proposal Certification

Bid is firm for 120 days (60 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

Contractor Name:	CBRE, Inc
Contractor Address:	11213 Davenport Street, Suite 300
City, State, Zip:	Omaha, NE 68154
Representative Name (Print):	Bennett Ginsberg
Representative Signature:	
Representative Title:	Managing Director

10.4.2 Should the City desire to lease property to or from another party, propose a reasonable up-front compensation structure that doesn't have ongoing payments as the City does not have a sufficient number of properties or vacant space to need a firm to provide ongoing property management services.

Should the City desire to lease property to another party and engage CBRE to represent you in locating and securing tenants, CBRE's compensation (and the tenant's broker's compensation if applicable) would be paid by the City as a percentage of the lease consideration. Typically this rate is 3% to CBRE and 3% to the tenant's broker for a total of 6%.

In the event the City desires to lease property from another party and engages CBRE to represent you in locating and securing space on your behalf, our compensation would be a market rate paid by the third party landlord, not the City.

We understand you are not seeking ongoing property management services and therefore have not quoted a price.

10.4.3 Contractor may attach more detailed pricing information and additional items and costs for consideration.

If desired by the City, CBRE also offers to be paid on a monthly retainer basis. This fee is \$5,000 paid monthly and acts as a seamless way for the City to access our advice and support on projects that may not have a commission associated with them.

We present the monthly retainer as an alternative to hourly rates and would still anticipate collecting a commission on projects where one applies. This payment structure is optional, but may represent less administrative burden for the City regarding tracking and quoting hours, paying variable invoices, etc.

If the City chooses to use the monthly retainer compensation model, we will refund the monthly retainer accrued to date once our commission revenue reaches \$200,000. Once the \$200,000 commission revenue threshold is reached, CBRE will continue to refund the monthly retainer on an annual basis, as long as subsequent commission revenue is higher than the monthly retainer accrued each year.

We welcome the opportunity to discuss this structure with the City if it represents an attractive option for you.

Attachment C



CBRE

Proposal for _____

Real Estate Broker Services

RFP #202210

NOVEMBER 21, 2022

COPY



**CBRE, Inc.
Advisory &
Transaction Services**

11213 Davenport St
Suite 300
Omaha, NE 68154

michael.kaufman@cbre.com

anne.rahm@cbre.com

bennett.ginsberg@cbre.com

November 21, 2022

Bree Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005
(402) 682-6156 - Office
(402) 293-3058 - Fax

Re: RFP 202210 Real Estate Broker Services

Dear Ms. Robbins,

On behalf of CBRE, Inc., thank you for the opportunity to submit our response to the City of Bellevue for real estate broker services.

We understand that you are seeking a range of real estate services on an on-call as-needed basis and we are poised to support the City with world-class transaction and strategy advice and representation.

As part of this process and in this proposal CBRE offers:

- professionals from our Public Institutions & Education Solutions team, specializing in providing transaction and advisory services to public sector clients such as Ramsey County MN, the State of Minnesota, Wayne County MI, Sedgwick County, KS, Butler County OH, and many others. We understand the public sector process, need for transparency, bond issues, Council requirements, and public engagement concerns and are prepared to support you throughout this project.
- market leading brokerage specialists from our Advisory & Transaction Services platform transacting over \$600M in Bellevue, Omaha, and Nebraska since 2020, providing the best available market intelligence and insights to put Bellevue in the optimal negotiating position for any project
- the world's broadest real estate services platform, offering a technology enabled process, subject matter experts on property types ranging from golf courses to data centers, and a seamless customer experience
- a cost effective approach to delivering services efficiently and effectively

As Managing Director of CBRE's Omaha office, I am authorized to sign this proposal and any resulting contract on the company's behalf. Please don't hesitate to contact us with questions or next steps.

We are excited about this engagement and confident that we can substantially support and catalyze your process and negotiations to achieve your service delivery goals for your citizens and stakeholders.

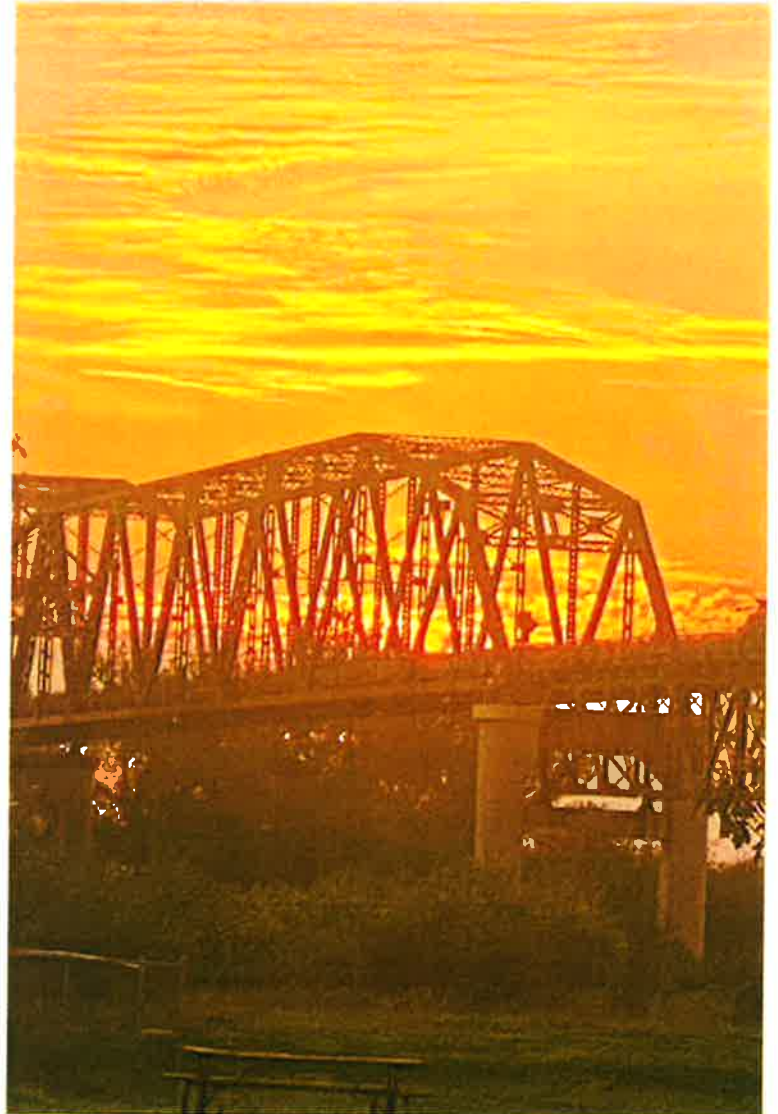
Best regards,



**Bennett Ginsberg
Managing Director**

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10.1

Company Information



Company Information

10.1.1 The legal name under which Contractor carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.

CBRE, Inc.

Established in 1906, CBRE is the world's largest commercial real estate services and investment firm, with 2021 revenues of \$27.7B and more than 105,000 employees (excluding affiliates). CBRE has been included in the Fortune 500 since 2008, ranking #122 in 2022. It has also been voted the industry's top brand by the Lipsey Company for 21 consecutive years and has been named one of Fortune's "Most Admired Companies" in the real estate sector for 12 years in a row.

CBRE offers a full spectrum of integrated services, including 15 primary business lines and nearly 100 specialty practices, designed to assist clients in seizing the full gamut of real estate opportunities. We are the fastest to launch new services, develop market niches and provide solutions to swiftly evolving client requirements globally.

Trusted by 90% of the Fortune 100 and over 100 public sector clients



ETHICAL

9 years consecutively rated one of the world's most ethical companies by Ethisphere

SUSTAINABLE

ranked 11th most sustainable company in the world by Barron's

DIVERSE

named to the Forbes Americas Best Employers for Diversity list

Worldwide Business Activity 2021

Total Transaction Value



Management Portfolio



10.1.2 The location of the office from which work described here will be managed and the year that office was established if other than above.

Locally Grounded in Bellevue

From our Omaha office just 20 minutes from yours, CBRE is the premier commercial real estate firm in the greater Bellevue area. Established in 1975 and operating for many years as a CBRE affiliate office known as CBRE | MEGA, the Omaha office was acquired by CBRE in 2019 and is now a fully fledged corporate office. For over 40 years our office has performed a significant role as the landscape of Bellevue real estate has evolved. As a full-service firm, the experience of our brokers in property acquisition, property management, sales, and leasing consistently generate success for our clients ensuring their loyalty in the future.

CBRE, Inc

11213 Davenport Street, Suite 300
Omaha, NE 68154

tel: +1 402 334 8877

fax: +1 402 697 5859



**BEST-IN-CLASS
PROCESSES AND
PROVISIONS**

**CONSISTENT
SERVICE AND
APPROACH**

**STRATEGIC
PARTNERSHIP**

**PROVEN
TRACK RECORD**

**31
BROKERS**

**10 SERVICE
TECHNICIANS**



LINES OF BUSINESS

ADVISORY & TRANSACTION	CAPITAL MARKETS	PROJECT MANAGEMENT	
+ Commercial Office	+ Hotels	+ Tenant Representation	+ Building Technology
+ Retail Centers	+ Industrial	+ Landlord Representation	+ Consultancy
+ Acreage	+ Multi-Family	+ Institutional	+ Appraisals
+ Industrial & Logistics Data Centers	+ Office	+ National Presence, Local Focus	+ Alternative (Evaluations)
	+ Retail	+ Move Management	+ Portfolio Services
	+ Special Practices	+ Cost Consultancy & Cost Segregation	+ Financial/Tax Reporting
	+ Institutional	+ Data Center Solutions	+ Property/Transaction Tax Services
	+ Private Client	+ Healthcare	+ Right of Way/Eminent Domain
PROPERTY MANAGEMENT		+ Multi-Market	+ Property Condition
+ Commercial		+ Principal Projects	+ Assessments (PCAs)
+ Industrial		+ Sustainability	+ Environmental Site
+ Retail			+ Assessments (ESAs)
+ Acreage			

10.1.3 Contact information (name, title, telephone number and email) for Contractor representative submitting proposal.



Michael Kaufman
Vice President
CBRE Omaha

T +1 402 697 5823
C +1 402 250 5086

mike.kaufman@cbre.com



Anne Rahm
Midwest Regional Manager
CBRE Public Institutions &
Education Solutions

C +1 313 808 0717

anne.rahm@cbre.com

10.1.4 Indicate whether any disciplinary action has been taken or is pending against Contractor by state regulatory bodies, professional organizations, or through legal action in the past (5) years. If no, so state. If yes, detail the circumstances and current status of such action.

CBRE has had no disciplinary action taken or pending against it by state regulatory bodies, professional organizations, or through legal action in the past (5) years in Nebraska. As a global firm with more than 105,000 employees, from time to time CBRE is involved in litigation incidental to its business. As a public company, any material litigation is disclosed in our SEC filings. In the company's opinion, no litigation to which CBRE is currently a party, if decided adverse to the company, is likely to have a materially adverse effect on CBRE's ability to perform for the City.

**100+ AREAS OF
SPECIALIZATION.**

-
- Housing
 - Industrial
 - Retail
 - Land
 - Hotels
 - Office
 - Public sector
 - Data Centers
 - Healthcare
 - More..

**ONE POINT OF FOCUS—
BRILLIANT SOLUTIONS
FOR OUR CLIENTS.**

10.2

Company Experience



Experience marketing government owned properties

City of Norton Shores, MI

CHALLENGE

The City of Norton Shores, Michigan engaged CBRE following a competitive procurement to represent it in the disposition of several parcels in the former Eastowne Centre site. The City had purchased the properties in lieu of foreclosure following an unsuccessful development attempt by a private company. Eastowne Centre forms an integral part of the City's Seminole PlacePlan, which encourages mixed-use buildings, increased walkability and creation of public spaces. The City was seeking beneficial development on the parcels to complement the PlacePlan.



SOLUTION

CBRE met with the City to fully understand the sites' history, the City's goals, and provide our perspective of the market for the properties. The City had originally intended to market seven parcels; in order to create a more attractive offering to potential investors, CBRE recommended and implemented a plan to engage with adjacent property owners to successfully assemble five additional properties, making this a 12 parcel opportunity. By doing so, the future buyer would have more acreage to build upon and mitigate potential opposition from nearby property owners. Following the assemblage, CBRE created customized marketing materials for the properties, designed to showcase them in their best light and demonstrate the possibilities and potential at Eastowne. The team marketed the properties widely achieving wide regional visibility and provided regular updates to City Council.

RESULTS

As a result of CBRE's marketing efforts, the City received multiple offers and accepted a competitive offer from a developer to purchase the sites and redevelop them as part of the mixed uses at the site. The properties will be redeveloped for restaurants, general retail, and apartments uses.



REFERENCE

Mark Myers, City Administrator
City of Norton Shores
4814 Henry Street
Norton Shores, MI 49441
T: 231.798.4391
markm@nortonshores.org

Reference for Anne Rahm: Land assemblage and disposition of City-owned properties for residential development

Fond du Lac County, WI

CHALLENGE

The County of Fond du Lac is situated on the southern shores of Lake Winnebago, Wisconsin's largest inland lake. The County owns various real estate parcels and engaged CBRE to represent it in the sale of an 8-acre, multi-building industrial portfolio. The property consists of numerous buildings, including garages, equipment storage, weld shop, paint booth, autobody/sandblasting, salt storage and offices.

SOLUTION

CBRE prepared marketing materials and undertook a broad marketing campaign on behalf of the County, attracting interest from a range of potential users. The site had specific infrastructure in place due to its prior use and was a turnkey solution for the right buyer.

RESULTS

CBRE delivered a successful offer to the County from a local sand and gravel contractor who planned to repurpose the space for its own expansion needs. The return of the property to private sector use will stimulate local economic development, contribute to municipal tax collection, and reduce the County's ongoing operating expenses and liability.



City of Dearborn, MI

CHALLENGE

CBRE was engaged by the City of Dearborn following a competitive procurement to represent it on as-needed transaction and strategy support.

The City had decided to close its 12,000 SF Snow Branch Library and requested CBRE's support on a broad marketing campaign and sale process.



SOLUTION

Working closely with the City, CBRE prepared custom marketing materials highlighting the property's size, zoning, eight parking spaces, great location at the corner of S. Telegraph and Princeton Street, and excellent access to 1-94 and Michigan Ave.

CBRE marketed the opportunity to a broad range of local, regional, and national investors to ensure maximum available competition for the property and optimal pricing for the City.

RESULTS

As a result of the marketing process, CBRE generated multiple offers for the City's review. The City ultimately selected a sale to a local law firm which will be converting the property to office space.



REFERENCE

Hassan Sheikh, Deputy Director of Economic & Community Development
City of Dearborn
16901 Michigan Avenue
Dearborn, MI 48126
Email: hsheikh@ci.dearborn.mi.us

Reference for Anne Rahm: Disposition of City-owned property for private sector use



Sonoma County, CA

CHALLENGE

CBRE was engaged by Sonoma County following a competitive procurement to represent it in the sale of its Chanate Campus, a complex property in the heart of Sonoma County. The Chanate Campus is located in a residential community in east-central Santa Rosa. The campus contains approximately 117 acres of which 71.6 acres were declared surplus and available for disposal on the private market. The County had undertaken several sale processes prior to engaging a broker, and the site had drawn significant interest and lawsuits from neighboring citizens and interest groups. The parcel also has ongoing lease interests serving public interests, including a women's shelter, a bird rescue center, and other facilities.

SOLUTION

CBRE provided a detailed market analysis and broker opinion of value to estimate the value on the site and steps a buyer would take in order to be comfortable with the property's encumbrances. The team then prepared a customized marketing campaign including drone videography, offering memorandum, website, and custom buyer outreach.

RESULTS

The team ultimately sold the property using a live auction capability at the County's direction, generating multiple competitive bids and ultimately a sale price more than three times the reserve price and at the very high end of our projected value. The project closed in 107 days from the start of the marketing period.

Parcel map of the property



Offering Memorandum



State of Florida

CBRE's Public Institutions & Education Solutions team currently represents the State of Florida in its leasing needs and the sale of surplus property on an as-needed basis. To date CBRE has sold 49 properties for the State ranging from vacant land, to dated buildings, to prime development parcels. Our efforts have generated over \$112M in revenue for the State to fund its operating priorities.

Sample properties marketed and sold



State of New York

CBRE's Public Institutions & Education Solutions team is the State of New York's exclusive provider of leasing and disposition services. The team recently represented the State in the disposition of the Patrick J. Mahoney Building in Buffalo, NY. The building had significant deferred maintenance issues, and the occupying agencies/offices were long overdue for updated workspace and programmatic updates to improve their working environment. Further, selling the building gave the State the opportunity to redevelop a historic asset and put it back on the tax rolls, benefiting citizens and local government.

CBRE worked with the State to relocate the existing employees into new office space. The team then designed a marketing campaign utilizing a state-of-the-art interactive web-based marketing platform demonstrating the value of the opportunity available at the property and providing all interested parties information about the State's desired auction disposition process.

CBRE successfully secured nine bidders at the auction to drive the final purchase price to over 5 times the minimum bid. The sale closed Q2 2022 and the purchaser is expected to convert the building to a boutique hotel.



Sample Government Clients with On-Call As-Needed Service Contracts



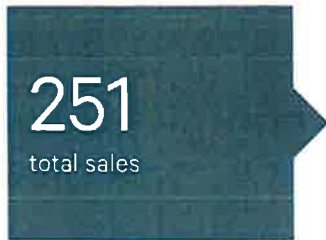
Unique Requirements and Challenges Addressed:

- Unsolicited offers
- Deed restrictions
- Outstanding bond obligations
- Easements
- Ongoing lease encumbrances
- Community engagement
- Utility infrastructure debt
- Historic structures
- Deferred maintenance
- Encroachment from neighboring owners
- Special purpose space not easily convertible
- Multiple stakeholder sign-off required for sales
- Appraisal requirements

10.2.2 Describe your firm's experience in marketing properties. Name the client for whom the work was performed, briefly describe the scope of work and provide the name and telephone number or email of the individual who may be contacted as a reference.

CBRE knows Bellevue

CBRE completed deals in Bellevue and Greater Omaha and Nebraska since 2020



Hotel
Industrial
Land
Office
Residential
Retail
Special Use

\$612M+
gross sales volume

10M+
square feet transacted

239,000+
acres transacted

Properties sold by CBRE in Bellevue and Greater Omaha and Nebraska since 2020

Property Type	2020	2021	YTD 2022	Grand Total
Hotel	--	\$6,700,000	\$23,391,000	\$30,091,000
Industrial	\$23,074,000	\$36,273,000	\$41,775,000	\$101,122,000
Land	\$32,144,237	\$32,374,199	\$53,052,823	\$117,571,259
Office	\$36,714,167	\$104,990,570	\$35,913,794	\$177,618,531
Residential	\$10,453,193	\$34,880,600	\$34,555,000	\$79,888,793
Retail	\$14,997,500	\$35,892,211	\$48,403,210	\$99,292,921
Special Use	\$6,650,000	\$522,000	--	\$7,172,000
Grand Total	\$124,033,097	\$251,632,580	\$237,090,827	\$612,756,503

Notable Local Transactions

Mike Kaufman, CBRE Omaha

Office

- Represented West Corporation on a 32,000 SF lease the North Park office complex
- Represented American Cancer Society in the sale of a 15,000 SF office condo north of Westroads Mall

Retail

- Represented Greenbelly, a local restaurant franchise with multiple locations throughout Omaha
- Represented the seller of a 16,000 SF retail building at 168th & Q Streets

Industrial

- Represented Goodyear Tire on a 12,000 SF lease in Council Bluffs
- Represented the seller of a 20,000 SF industrial building in Central Omaha

Multi-family

- Represented the buyer of a 100 unit complex in Council Bluffs
- Represented the seller of a 212 unit complex in Omaha

Land development

- Represented the buyer of a parcel adjacent to the Creighton University campus; developer constructed a 281 unit apartment building
- Representing the buyer of multiple parcels throughout the Omaha metro; developer will construct multifamily communities

Dispositions

- Represents Great Western Bank / First Interstate Bank in the disposition of its foreclosed properties portfolio (consulting services and sale of several types of properties including hotels, senior living centers, vast farm tracts, and convention centers)

"Over the past decade, I have had the pleasure of working with the Omaha - CBRE team on properties of all types and of varying stages of condition. They truly value the relationships they build with their clients and take the extra time to fully understand their wants, needs and expectations. Because of this, I found that they often take on more responsibilities during the transaction than is expected and go above and beyond what others do. They help oversee and add value to all stages of the sales process and are continually striving for the best outcome for their client."

--Sarah Kivett



REFERENCE

Sarah J. Kivett, Special Asset Director, AG Resource Management, formerly First Interstate Bank
Tel - 308/249-6646 | e: SKivett@armlend.com

Reference for Mike Kaufman

Marketing Methodologies & Strategies

Dispositions

CBRE offers the world's leading sales platform and proven, transparent process for the disposition of public sector real estate. With this perspective, CBRE can advise Bellevue on its best options for monetizing property, from fee simple sales, to ground leases, up to and including recommending hold strategies if necessary. CBRE's local, regional, and global network and databases allows our clients to access to developers, finance professionals, and investors that no other firm in the industry can match. We analyze the property and marketplace in order to implement an aggressive marketing strategy and create excitement and motivation in the market, something especially important during unpredictable market cycles when many participants retreat to the sidelines.

We will develop a custom strategy for any project but only after carefully reviewing all previous work, investing time to understand stakeholder needs, considering changes in the overall commercial real estate market in the region, completing financial analysis tasks, and considering the impact of the City's approval process, and any other unique factors.

Our specific approach to securing buyers

- **Develop** high quality creative marketing strategy designed to achieve the highest value in as short a timeframe as possible
- **Cast a wide net** in the potential offer pool to generate competition and leverage for the City
- **Communicate the development opportunity** that exists for profitable and productive development
- **Emphasize the value of the community**, the Bellevue area lifestyle, and the attributes that make it a great place to live, work, and play
- **Thorough due diligence** process and full disclosure of same to provide buyers with as much information as possible to facilitate a clean sale with no re-trades



**WE START WITH
YOUR GOALS**



When you're with CBRE, you will always negotiate from a position of strength.

CBRE will execute its market strategy at both the regional and national level. Execution of the disposition strategy will include development of materials for a multi-channel marketing campaign, including a marketing flyer, offering memorandum, and dedicated website that provides due diligence materials and tracks interest from developers.

Regional Marketing Execution

Regionally, CBRE will focus on active, well-capitalized developers and investors capable of executing deals and delivering beneficial projects to communities in the area. The offering materials will be emailed directly to our proprietary buyer lists for the area, and our team will follow up with personal phone calls to drive interest to the site. We will advertise the property on regional sites and channels including Co-Star/LoopNet. In addition to digital marketing we will also make calls with local and regional players in our network that are keen to make investments.

National - Global Marketing Strategy

With CBRE's global Deal Flow listing platform, any City properties will be available to over 1.1M global investors currently looking for opportunities. Our similar projects for public sector clients reach investors from all over the world, ensuring the broadest possible audience for Bellevue and increasing the likelihood of achieving your goals on the sites.

Our marketing process incorporates the below four phases.

Analysis & preparation	Marketing	Offer Evaluation & Negotiation	Closing
<ul style="list-style-type: none"> - Strategy Development - Review existing due diligence - Order Photography - Community Engagement - Draft Offering Memorandum - Populate Due Diligence Room - Finalize Targeted Investor List 	<ul style="list-style-type: none"> - Launch Property Web Site - Open Due Diligence Room - Distribute RFP - Install Sign on Property - Periodic Email Blasts - Receive and answer offer questions - Conduct Property Tours - Regular Status Report 	<ul style="list-style-type: none"> - Receive and Review Offers - Confirm Bids Meet Provided Guidelines - Present Bid Summary to City - Review PSA Comments - Review Bids and Conduct Best-and-Final Round & Presentations if appropriate - Final Offer Presentation - Assist in Obtaining Necessary Internal Approvals 	<ul style="list-style-type: none"> - Drive Diligence Process - Facilitate Contract Completion - Gather and Provide Additional Due Diligence Information - Participate in Contract Negotiations - Close Financing - Close Transaction

Analysis & preparation

Prior to entering the market, CBRE will perform market analysis based on different likely uses and provide insights on the market conditions for each type of potential use, with comparable transactions providing insights on potential values that may be expected, market velocity, and likely investors.

This data will inform modeling, forecasting of rates of return, land value, and development potential for the project. Specifically, the team will:

- Review recent market activity relevant to the property (ie land transactions, recent development projects, or retail land transactions)
- Opine on use types with highest value potential based on market observations and data
- Provide comparable transactions to demonstrate market demand for similar assets and what Bellevue may expect from the market

The team will also conduct specific site analysis including size, physical description, developable area, ingress and egress, easements, and zoning. The CBRE team will advise the City regarding any issues discovered and will work with you to assess their associated level of risk and potential impact on the disposition strategy. We examine the site like the purchaser, seeking to uncover any potential areas of concern that we can disclose, mitigate, or overcome.



Thoroughly review property siting, condition, and characteristics to uncover unique elements, users, value opportunities, or other facets to portray in marketing campaign



Collect all due diligence information in advance to avoid surprises and provide a complete picture to potential buyers

Marketing

Based on the findings of the previous Phase and consultations with the City, the team will develop property specific branding and materials to market the site, including offering memorandums, due diligence materials, and a property website for interested parties.

Our marketing plan includes development of electronic, as well as hard copy, marketing materials by professional graphic designers. The result is an appealing, highly polished collection of marketing materials that sets the stage for the offering. We leverage the CBRE technology platforms by creating materials for both electronic and print mediums.



Focus on highest likelihood buyer segments based on past experience; tailor messaging accordingly

Digital First Experience

- Delivers concise, graphical, data and story-driven marketing, specifically designed for the executive investment committee
- Captures the attention of the decision makers by driving them to focus on the high-level information of the investment
- Enhances speed-to-market and increases efficiencies in the marketing process
- Supporting documents such as reports, in-depth financial models, and deep-dive market information made available in the Deal Flow virtual deal room

Launch Email

- Targets active, qualified buyers
- Includes standard touch points and virtual marketing materials



Our market strategy will combine CBRE's local market relationships with its global network of investors and developers. In CBRE's experience, the successful purchaser will most likely come from the target list of regional developers and users who best fit the development opportunity at the specific property. That said, in order to achieve maximum pricing, CBRE will use its global marketing platform to create as much competitive bidding as possible.

CBRE's in house practice groups for Retail, Industrial,, Multifamily, and Office properties will be mobilized as needed to facilitate increased competition.

Creating Investor Competition



MAXIMUM VALUE & POSITIVE CITY IMPACT

Offer Evaluation & Negotiation

CBRE will create and maintain a competitive environment throughout the acquisition process. Creating competition among bidders by carefully controlling information (while complying with the City's transparency requirements) is a key element of this process. We pride ourselves on running clean and defensible negotiations and transaction strategies that withstand scrutiny and public attention. The team will solicit draft transaction documents from selected buyers, analyze offers and counteroffers and provide like kind comparisons of buyer terms to recommend the optimal path for the City.

CBRE will work with the Bellevue selection team to review all proposals on a like-kind basis and participate in the respondent due diligence and selection process as appropriate. Our team will implement a fair, confidential negotiation process that includes:

- Evaluating offers with the City including financial analysis of various offers including price, terms, contingencies, and their relative merits to the Bellevue community
- Sending out "best and final" letters to the top buyer prospects along with due diligence materials
- Receiving best and final bids
- Conducting buyer interviews
- Buyer selection
- Executing agreements necessary to contract sale
- Opening escrow upon delivery of contract and deposit

Closing

This final phase is detail heavy and relies on the strength of our platform, initial due diligence and experience. During the closing process, we will:

- Facilitate the buyer's due diligence, including review of title and survey, zoning, physical inspection, etc
- Address any issues necessary for closing
- Close escrow
- Successfully transition to new ownership



Acquisition Support

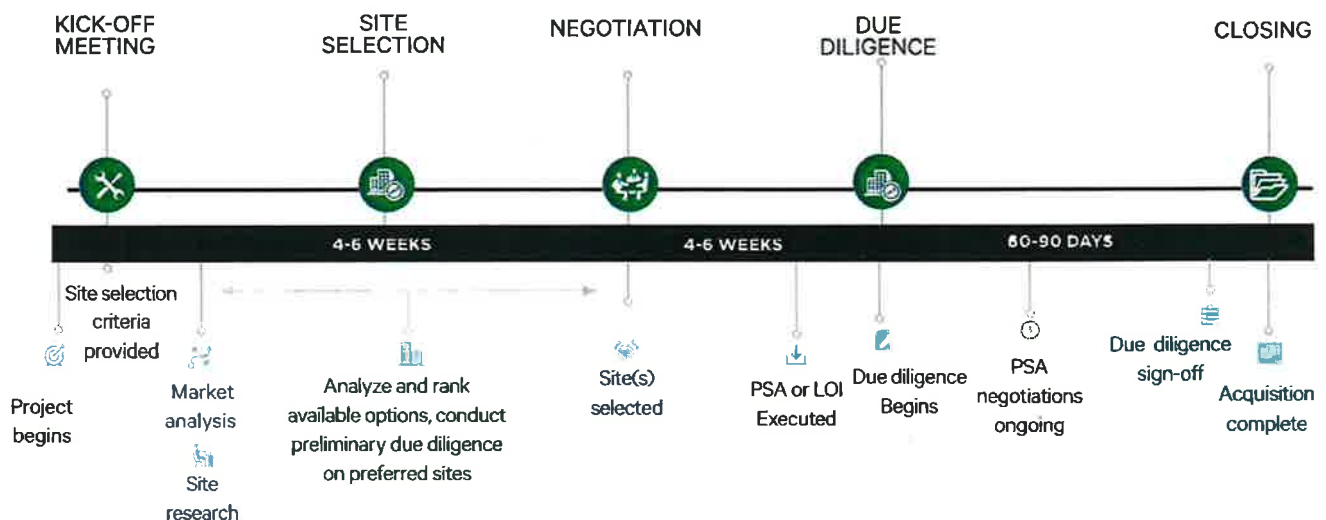
We understand the City may need support with site selection, purchases, and negotiations relating to same. CBRE can provide full service acquisition support services as requested.

Services commonly provided by CBRE in support of acquisitions

- Review Bellevue's desired goals for the project including ultimate purpose for acquiring property, site selection criteria, and any timing priorities or constraints
- Review Bellevue's geographical search parameters
- Prepare a comprehensive market study of available properties (on and off-market), along with an interpretation and assessment of relevant market trends
- Recommend off-market opportunities for potential acquisition
- Conduct preliminary due diligence investigation of each potential property's suitability for the proposed use
- Analyze potential site plans and their corresponding feasibility for desired uses
- Confidentially contact property owners to confirm availability and pricing expectations on potential sites
- Assist Bellevue in determining appropriate shortlist of candidate properties by preparing presentations comparing alternatives
- Develop offer strategy based on market activity and due diligence information received
- Prepare letter of intent substantiating the offer; manage counter-offer process if any and communicate with seller in accordance with jointly developed CBRE and City strategy
- Communicate with the seller on behalf of Bellevue to obtain and review all necessary due diligence information, manage any notice periods and critical dates to Bellevue's advantage, obtain any necessary 3rd party reports, and prepare to execute the purchase and sale agreement
- If any items arise during due diligence that may be of concern, work with the City to review them and suggest remedies such as cures by the seller, price reductions, or other measures
- Concurrently work on behalf of the City and with its legal counsel to prepare and negotiate the final purchase and sale agreement (PSA) that will govern the final sale following the due diligence period
- Assist in developing, communicating, negotiating, and presenting offers, counteroffers, and notices that relate to the offers and counteroffers until a purchase agreement is signed and all contingencies are satisfied or waived

Sample Acquisition Timeline

We anticipate the below workplan and timeline as a guide to purchases, subject to refinement based on our discussions with the City. We are prepared to move as quickly as your internal processes and requirements allow.



Leasing Services

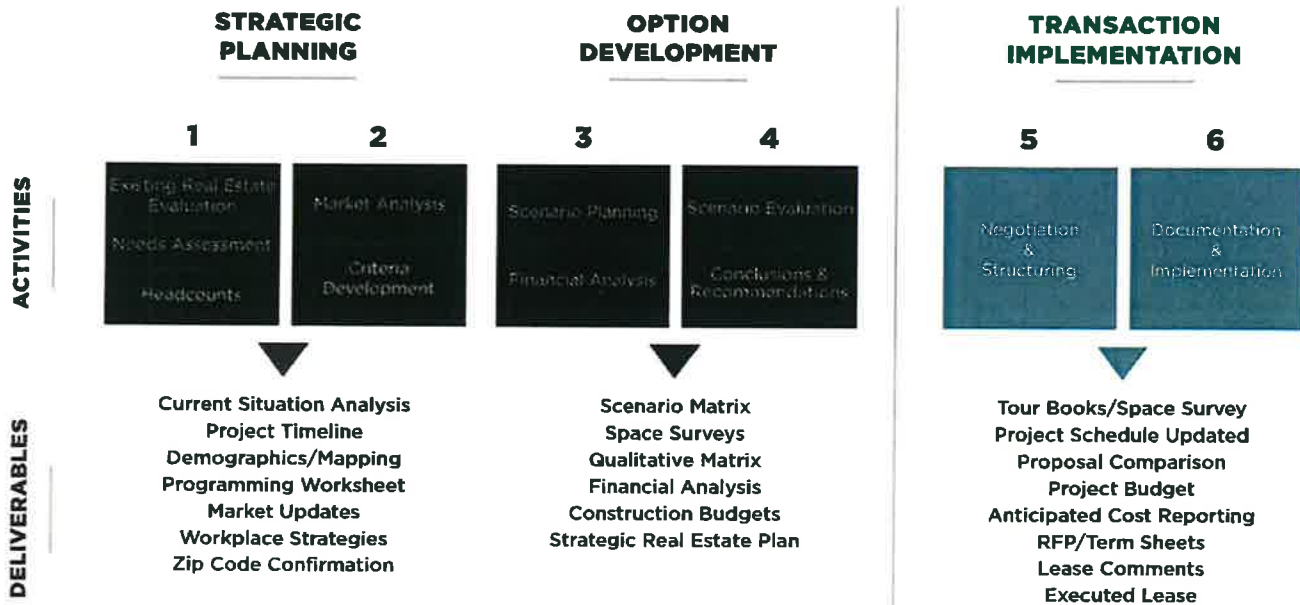
If desired by the City, CBRE can work collaboratively and diligently with your team to negotiate leases and projects. Locally, our market experts have been providing brokerage services to clients in the area for decades, making them extremely familiar with the market and its opportunities.

CBRE's role is to be the City's advocate, working in your best interests, in line with your established business objectives.

Representing the City on new leases will incorporate acquisition and site selection services listed on the previous pages, and incorporate review of all landlord proposals, financial analysis of terms, schedule planning, lease negotiation, and execution. In addition, we also perform significant due diligence on potential properties and on potential landlords.

For example, CBRE provides assessments and safeguards regarding the financial ability of prospective lessors to perform as a routine part of our client-first service platform. We are particularly sensitive to this issue when representing mission-driven clients, whose missions may often drive their market selection into areas with fewer institutional landlords, leaving the City to negotiate with smaller, and possibly less professional building owners. If desired, CBRE can also provide owner's representation in the tenant improvement and renovation package provided by the landlord through our Project Management team.

The typical lease acquisition process includes the following steps:



Other available services

In addition to acquisitions, dispositions, and leasing, Bellevue may also seek to engage CBRE to provide the below services commonly provided to municipal clients:

CONSULTING	DEVELOPMENT ADVISORY & PUBLIC-PRIVATE PARTNERSHIPS
Portfolio wide or site-specific optimization analysis and action plans	Accessing private sector capital to generate revenue and reduce costs
+ Facility Condition Assessments	+ Project Preparation
+ Occupancy Studies	+ Visioning and Stakeholder Input
+ Highest and Best Use Analyses	+ Feasibility Analysis & Modeling
+ Market Analysis	+ RFQ/RFP Preparation
+ Broker Opinions of Value	+ Transparent, Competitive Process
+ Portfolio Review	+ Market Engagement
+ Benchmarking	+ Bid Evaluation Support
+ Asset Inventory	+ Negotiation
+ Recommendations	+ Owner's Representation



HEADQUARTERS PLANNING

MARKET ANALYSIS

REDEVELOPMENTS



PORTFOLIO STRATEGIES

HIGHEST & BEST USE

PROJECT MANAGEMENT

What's the benefit for Bellevue? We go beyond the day to day to advise on your most pressing and complex projects from a national perspective.

10.3

Real Estate Brokerage Team



Real Estate Brokerage Team

10.3.1 Provide resumes for the key personnel in your Real Estate Brokerage Team that will be working with the City.



Michael Kaufman

Vice President
CBRE Omaha
T +1 402 697 5823
C +1 402 250 5086

mike.kaufman@cbre.com

Clients Represented

- American Cancer Society
- Great Western Bank
- Mutual of Omaha Bank
- Trammell Crow Company
- West Corporation

Experience

Michael has over 25 years of experience in commercial real estate. Since the beginning of his affiliation with CBRE in 2008, Michael's transactions have totaled over \$95 million.

Michael's primary focus is developing comprehensive and strategic real estate plans for his clients. His areas of expertise include global corporate representation, the sale and leasing of large retail, office and apartment portfolios, and negotiating complex real estate transactions.

Professional Affiliations

- Licensed Real Estate Broker, State of Nebraska
- Licensed to Practice Law, States of Nebraska and Massachusetts
- Board Member, Jewish Press
- Volunteer, Jewish Press

Achievements

- Top Performer at CBRE | Omaha
- Platinum Club for the highest level of sales achievement
- President's Club for excellence in sales achievement

Education

- Quinnipiac University School of Law, Juris Doctor
- Syracuse University, Bachelor of Arts in Political Science and History



Anne Rahm

**Midwest Regional Manager
CBRE Public Institutions &
Education Solutions**

T: +1 313.808.0717

anne.rahm@cbre.com

Clients Represented

- State of Ohio
- Urbana University, OH
- Mott Community College, MI
- State of Minnesota
- Wayne County, MI
- Ramsey County, MN
- City of Elgin, IL
- City of Norton Shores, MI
- County of Fond du Lac, WI
- Kenton County, KY
- Dearborn, MI
- Dallas County

Professional Affiliations and Education

- Miami University, B.A
Diplomacy & Foreign Affairs/
Political Science & Economics
- American University, London,
U.K. - Economics and
Government
- London Chamber of Commerce
- Middle East & African Affairs
- American Institute of Banking,
Washington D.C.

Experience

Anne P. Rahm is the Midwest Regional Manager of CBRE's Public Institutions and Education Group, a national team of commercial real estate professional working extensively with public agencies and education institutions. Ms. Rahm is experienced advising clients on complex, high profile transactions. Her range of services include public private partnerships, development consulting, strategic portfolio planning and optimization, market and financial analysis, highest and best use analysis, leases, acquisitions and dispositions, and RFP development and oversight.

With extensive experience in real estate Capital Markets and corporate banking, Ms. Rahm offers her clients highly advanced execution strategies including customized real estate monetization strategies.

Prior to joining CBRE, Ms. Rahm was with Grubb & Ellis as a member of the Institutional Capital Markets group, specifically Corporate Finance. Prior to Grubb & Ellis, Ms. Rahm was a Corporate Lending Officer in Washington D.C., Detroit and Chicago with a combined portfolio in excess of \$1.1 billion. Ms. Rahm was also co-founder and principal/treasurer of Noble Building Company, a private real estate investment and development firm.

Significant Assignments

Client	Project Type	Size
Urbana University, OH	Sale	200 acres
County of Fond du Lac, WI	Sale	8 acres
City of Dearborn, MI	Sale	7 acres
Johnson County Airport Commission, KS	Sale	469,148 SF
Mott Community College, MI	Sale	35,000 SF
Milwaukee County, WI	Space Utilization Analysis	450,000 SF
Wayne County, MI	Master Brokerage Services	n/a
State of Ohio	Space Utilization	4.5 million SF
Ramsey County, MN	Master Brokerage Services	n/a
State of Minnesota	Space Utilization Analysis	5.2 million SF
Cuyahoga County, OH	Master Services Contract	n/a
City of Elgin, IL	Development Advisory	n/a
City of Norton Shores, MI	Sale	9 Lots
Kenton County, KY	Highest and Best Use Analysis	600 Acres
Dallas County, TX	Built to Suit	40,000 SF
ZF Group, MI	Sale	180,230 SF
EZ Park New Orleans, LA	Sale	188,962
Airport Park	Investment Sale	664,645
Trinity Health HQ	Investment Sale	373,593

Why CBRE?



World's leading commercial real estate services platform at your fingertips



Best insight into market for Bellevue properties with over \$612 M sold regionally since 2020, more than any other firm



Proven track record and unique insights advising peer municipalities nationwide



More technology and resources available to support your ongoing real estate requirements



60+ locally based professionals to make collaboration easy, timely, and informed

Your best choice
in Bellevue

For example...

In-house research platform to anticipate trends and help you see more

CBRE's Omaha-based Research team covers the greater metropolitan area including Bellevue and east and west Sarpy County, reporting and tracking market data to better inform our brokers and clients on the market for space and informing our strategies and recommendations. The information advantage is real.

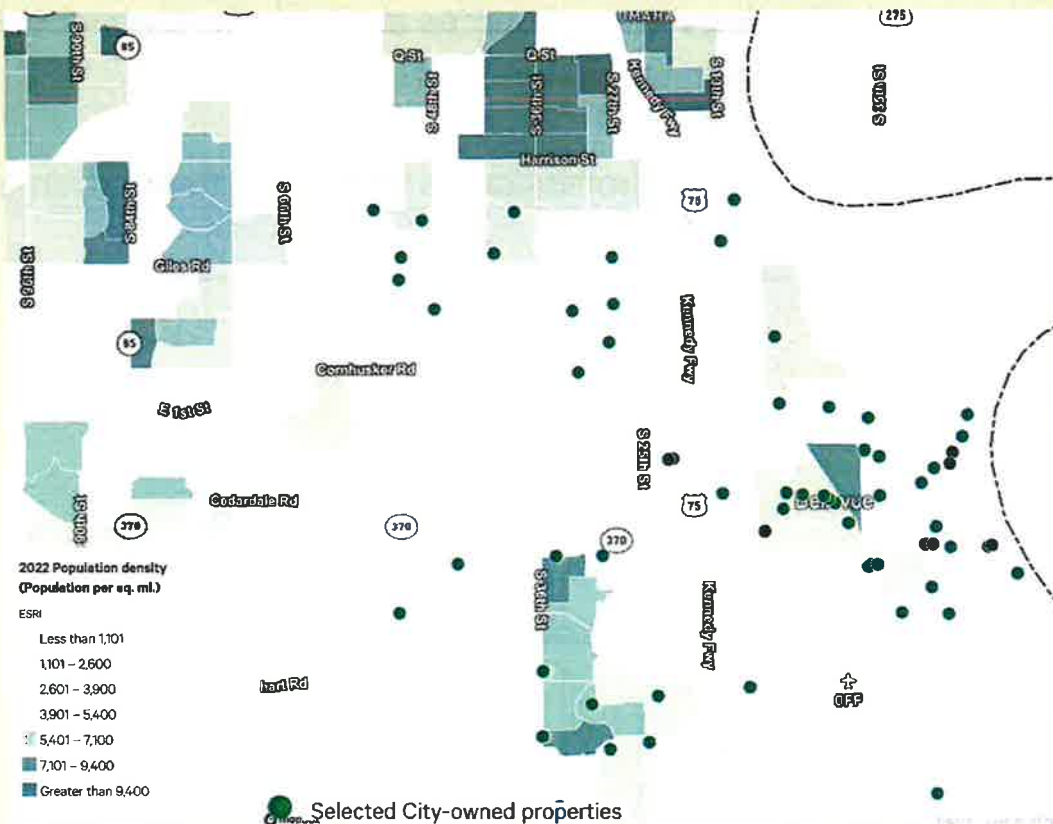


Includes Bellevue and east and west Sarpy County

Location intelligence to inform real estate strategy

CBRE's advanced location analytics and mapping capabilities can quickly and easily generate custom information for the team's planning purposes. For example, the below map shows City-owned properties as compared to population density in Bellevue. This information can be very helpful in determining properties that might be considered as surplus and sold for revenue generation, portfolio streamlining/liability reduction, or economic development. It is also helpful in determining optimal locations for citizen-facing departments or service centers.

Selected Bellevue-owned properties as compared to population density



Technology tools, included at no additional cost to the City

Commute Optimizer



Keep bad commutes from driving away top talent with **Commute Optimizer**.

Determining the impact of the location on your employees is critical. With CBRE's Commute Optimizer, we can provide a clear picture of the impact of any location on the commute of employees who will work there.

- Interactive scenario planning tool
- Compare sites and employee commutes in multiple markets
- Analyze scenarios side-by-side: average distance & travel time, commute cost & carbon footprint
- Segment and analyze by Employee Type, Department or Location
- On-the-fly analysis using private car or public transportation

CBRE Dimension



Dynamic mapping and intelligent site selection with **CBRE Dimension**.

With Dimension we can map any location and uncover corresponding attributes and interaction with its surrounding area such as demographic patterns, proximity to the service center's likely user groups, connections to bus routes, etc.

- Create interactive maps with real-time market data
- Animate maps, images and multimedia content in one compelling and shareable presentation
- Visualize virtual site and property tours
- Provide enriched market views with demographics, retail spending, segmentation and employment data
- Perform spatial analysis and create hot spots and patterns

10.3.3 Attach to your firm's proposal a copy of a valid Nebraska Real Estate Broker's License.



Nebraska Real Estate Commission

Date: 11/16/2022

Name: Bennett Alan Ginsberg License No: 0980320
 License Type: Broker Date Issued: 07/28/1998
 Expiration Date: 12/31/2024 Status: Active
 Address: 11213 DAVENPORT ST, STE 300
 OMAHA Nebraska 68154
 Email: bennett.ginsberg@cbre.com Fax:
 Phone: (402) 598-5464 Disciplinary: No

Company

Company Name	State License No.	Status	Address	City	State	Zip
CBRE, Inc	10228	Active	11213 Davenport St, Ste 300	Omaha	Nebraska	68154



Nebraska Real Estate Commission

Date: 11/16/2022

Name: Michael A Kaufman License No: 20080288
 License Type: Broker Date Issued: 05/21/2008
 Expiration Date: 12/31/2024 Status: Active
 Address: 11213 Davenport St, Ste 300
 Omaha Nebraska 68154
 Email: mike.kaufman@cbre.com Fax:
 Phone: 4023348877 Disciplinary: No

Broker Information

Broker Name	State License No.	Status	Address	City	State	Zip
Ginsberg, Bennett Alan	CBRE, Inc 0980320	Active	11213 DAVENPORT ST, STE 300	OMAHA	Nebraska	68154

10.4 Costs



Costs

10.4.1 Complete and certify the Cost Tables in Attachment B.

Attachment B – Cost Proposal Form

5. COST PROPOSAL

Unless otherwise noted by the Contractor, all costs associated with the scope of work outlined in Attachment A are itemize in this Cost Proposal Form taking the following into consideration:

5.1 Taxes

The City is exempt from Federal Excise Tax and Nebraska Sales Tax and these shall not be included in the cost proposal, invoiced or charged to the City.

5.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified elsewhere in Contractor’s proposal, the pricing shown on this Cost Proposal Form shall prevail.

5.3 Payment

Payment terms will be consistent with terms identified in Section 2 of this Agreement.

5.4 Cost Tables

Once completed, the following cost shall establish the pricing to be charged unless otherwise negotiated in writing.

Sales Commission	Commission Rate
Property Sale by City (based on total sale price)	3* %
Property Purchase by City (based on total purchase price)	0* %


Real Estate Consulting Services – Hourly Rates to be charged by Position	
Position Title	Hourly Rate
Regional Manager/Vice President	\$ 325
Manager	\$ 300
Analyst	\$ 200
Support	\$ 150
	\$
	\$

*CBRE’s portion of the fee will be 3% of the sale price payable by the City from proceeds at closing. In the event that the buyer is represented by a broker with a verified representation agreement, it is customary for the seller (the City) to pay the buyer’s representation fee as well, which is typically 3%, for a total of 6%. In the event the buyer is unrepresented, the only fee will be 3% paid to CBRE.

*0% - CBRE will pursue fees from the seller of property the City acquires, as is customary. In the event the seller will not pay a commission, the fee will be paid by the City at 3% of the purchase price.

5.5 Cost Proposal Certification

Bid is firm for 120 days (60 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

Contractor Name:	CBRE, Inc
Contractor Address:	11213 Davenport Street, Suite 300
City, State, Zip:	Omaha, NE 68154
Representative Name (Print):	Bennett Ginsberg
Representative Signature:	
Representative Title:	Managing Director

10.4.2 Should the City desire to lease property to or from another party, propose a reasonable up-front compensation structure that doesn't have ongoing payments as the City does not have a sufficient number of properties or vacant space to need a firm to provide ongoing property management services.

Should the City desire to lease property to another party and engage CBRE to represent you in locating and securing tenants, CBRE's compensation (and the tenant's broker's compensation if applicable) would be paid by the City as a percentage of the lease consideration. Typically this rate is 3% to CBRE and 3% to the tenant's broker for a total of 6%.

In the event the City desires to lease property from another party and engages CBRE to represent you in locating and securing space on your behalf, our compensation would be a market rate paid by the third party landlord, not the City.

We understand you are not seeking ongoing property management services and therefore have not quoted a price.

10.4.3 Contractor may attach more detailed pricing information and additional items and costs for consideration.

If desired by the City, CBRE also offers to be paid on a monthly retainer basis. This fee is \$5,000 paid monthly and acts as a seamless way for the City to access our advice and support on projects that may not have a commission associated with them.

We present the monthly retainer as an alternative to hourly rates and would still anticipate collecting a commission on projects where one applies. This payment structure is optional, but may represent less administrative burden for the City regarding tracking and quoting hours, paying variable invoices, etc.

If the City chooses to use the monthly retainer compensation model, we will refund the monthly retainer accrued to date once our commission revenue reaches \$200,000. Once the \$200,000 commission revenue threshold is reached, CBRE will continue to refund the monthly retainer on an annual basis, as long as subsequent commission revenue is higher than the monthly retainer accrued each year.

We welcome the opportunity to discuss this structure with the City if it represents an attractive option for you.

Contractor's Acceptance of City Contract Agreement

The following pages contain the City of Bellevue proposed contractual Agreement with standard language adapted for the products and services being requested. Please indicate your acceptance of this Agreement by checking one of the boxes and completing the associated instructions.

As a prospective Contractor submitting a proposal for RFP #202210 Real Estate Broker Services, our firm accepts the City of Bellevue Agreement:

- As proposed.** Please sign the contract Agreement on page 8 so it is ready to be accepted should the City wish to award this Contract to your firm.
- As proposed with additional agreements, terms and conditions.** Please sign the contract Agreement on page 8 so it is ready to be accepted by the City should your firm's additional agreements, terms and conditions be acceptable to the City and the City wishes to award this Contract to your firm. Please reference the additional agreements, terms and conditions on the lines below and include them as attachments to your proposal.
- With changes.** Do not sign the Agreement on page 8. Note on the lines below or attach a separate sheet(s) detailing any changes to the Agreement that you are seeking. These terms may be negotiated and incorporated (directly or by reference) into a revised Agreement should the City wish to award this Contract to your firm. Should a mutual understanding be reached, this revised Agreement will be sent to your firm for signature and returned to the City for approval.
- With changes and additional agreements, terms and conditions.** Do not sign the Agreement on page 8. Note on the lines below or attach a separate sheet(s) detailing any changes to the Agreement that you are seeking. Also reference the additional agreements, terms and conditions on the lines below and include them as attachments to your proposal.

These additional agreements, terms and conditions may be negotiated and incorporated (directly or by reference) into a revised Agreement should the City wish to award the Contract to your firm. Should a mutual understanding be reached, this revised Agreement will be sent to your firm for signature and returned to the City for approval.

N/a

Real Estate Broker Services Agreement

This Agreement ("Agreement") is made by and between the City of Bellevue, 1500 Wall Street, Bellevue, Nebraska 68005 ("City") and

Contractor Name: CBRE, Inc

Contractor Address: 11213 Davenport St Suite 300, Omaha, NE 68154

("Contractor"). The parties agree as follows:

1. Contractor Services

Contractor shall provide to City the services described in Attachment A as requested by the City subject to the terms and conditions set forth in this Agreement.

All work to be performed under this Agreement shall be requested by the City through a written Amendment to this Agreement signed by both parties. Any Amendment requesting services from the Contractor shall include the City's requested Scope of Work. All work must be mutually agreed upon in writing and costs known before that work may commence.

Contractor warrants to City that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel.

2. Payment

City shall pay Contractor for the services described in Attachment A based on the compensation structure provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence.

The compensation structure to be applied (commission, fee for service, etc.) shall be dictated by the desired Scope of Work and established in each Amendment to this Agreement. It should be noted that, before entering into a commission-based Scope of Work, City shall inform Contractor of any known interested parties and City reserves the right to buy or sell a property directly to one of these known parties. In such cases, the City may seek professional services from Contractor to assist the City in finalizing the property transaction in lieu of paying Contractor a commission per the compensation structure provided by the Contractor in Attachment B.

Payment shall be provided within thirty (30) days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.

3. Term of Agreement

The term of this Agreement is for one (1) year commencing _____ 1, 2022, and remaining in effect through _____, 2023 unless terminated earlier in accordance with Section 4 of this Agreement. This Agreement may be extended beyond this term through mutual agreement between both parties in writing and upon City Council approval.

4. Termination of Agreement

City may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty (30) days' written notice to Contractor.

5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Nebraska. All coverages shall be with insurance carriers acceptable to City. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to City. Contractor shall be responsible to City for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

- **Worker's Compensation Insurance:** Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Nebraska or have the State of Nebraska listed under Section 3 - Other States Insurance in the Contractor's insurance policy.
- **Commercial General Liability Insurance:** Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- **Additional Insured:** Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "City of Bellevue, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming City of Bellevue as additional insured, coverage afforded is considered to be primary and any other insurance City of Bellevue may have in effect shall be considered secondary and/or excess.

Cancellation Notice: If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and City may terminate this Agreement immediately.

Proof of Insurance Coverage: Upon execution of this contract and at least (10) business days prior to commencement of services under this Agreement, Contractor shall provide City with a copy of their Worker's Compensation and Commercial Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, City reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor until current certificates of insurance have been received and approved by City. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates to City at least ten (10) days prior to the expiration date.

6. Reporting and Review

Contractor shall report to City as required by this Agreement and also upon request. Contractor shall cooperate and confer with City as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by City. City may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, City may review any of Contractor's internal records, reports or insurance policies, related to work with the City pursuant to this contract.

7. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of City, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

8. Independent Contractor

To the fullest extent permitted by law, the parties agree that Contractor is an independent Contractor; that Contractor and its employees will in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of City for any purpose, and will not be entitled to any fringe benefits of City, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor will be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify City against such liability.

9. Subcontracting

Contractor shall provide all services covered by this Agreement and will not subcontract, assign or delegate any of these services without written authorization from City.

10. City Employees

Contractor shall not hire any City employee to perform any of the services covered by this Agreement without written authorization from City.

11. Default

In the event of default by Contractor, City may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

12. Endorsement Prohibition

Contractor shall not use in any form or medium the name of City, or supportive documentation or photographs of City projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by City.

13. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations. Contractor agrees to protect, defend and indemnify City against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

15. Equal Opportunity Employer

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by City, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of City.

17. Contractor Personnel

Contractor employees may be subject to an approved criminal background check prior to entering City property to perform work under this Contract. Employees of Contractor must wear apparel or other means of identification while performing services under this Contract.

18. Amendment

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by both parties.

19. Binding Effect

This Agreement is binding upon and shall inure to the benefit of Contractor and City and their respective legal representatives, successors and authorized assigns.

20. Waiver

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

21. Counterparts

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

23. Section Titles

Section Titles set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any provisions of this Agreement.

24. Choice of Law and Forum

This Agreement is governed by and interpreted according to the laws of the State of Nebraska. The parties agree that the proper forum and venue for litigation arising out of this Agreement is Sarpy County, Nebraska.

25. Royalties and Patents

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save City and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor's subcontractors and agents.

26. Debarment or Suspension Status

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into real estate contracts, or in receipt of a notice of proposed debarment from any State agency or local public body.

27. Conflicts of Interest

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor will immediately inform City regarding same.

28. Anti-Collusion Statement

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the City are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

29. Entire Agreement

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Real Estate Broker Services Agreement.
2. Agreement and Scope of Work Clarifications.
3. Attachment A – City’s Scope of Work.
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal.
5. Attachment C – Contractor’s Proposal received and opened by City.

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

CONTRACTOR:

CITY:

Sign: *B. Ginsberg*

Sign: _____

Name: Bennett Ginsberg

Name: _____

Title: Managing Director

Title: _____

Date: 11/21/22

Date: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
12/20/2022

COUNCIL MEETING DATE: 12/20/2022		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:

Hotel & Leisure Advisors business plan for indoor waterpark & hotel

SYNOPSIS/BACKGROUND:

This is a proposal (or consulting services) to write a business plan for the proposed indoor waterpark & hotel. H&LA Advisors will prepare a business plan for the proposed resort. The business plan will be a formal statement of a set of business goals, the reasons they are believed attainable, and the plan for reaching those goals.

FISCAL IMPACT: \$25,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: H&LA Advisors INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: H&LA Advisors business plan

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: CIPPK17(1) ACCOUNT NUMBER: 6033

RECOMMENDATION:

To approve and authorize the Mayor to accept the proposal from H&LA Advisors for consulting services.

ATTACHMENTS:

1. Proposal 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



Proposal for a Business Plan Proposed Indoor Waterpark and Hotel Bellevue, Nebraska



Our Mission

Empowering hospitality and leisure industry clients to make sound decisions with data-driven analysis and insightful recommendations



HOTEL & LEISURE ADVISORS

hladvisors.com



HOTEL & LEISURE ADVISORS

December 5, 2022

Mr. Doug Clark
Public Works Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Via e-mail: doug.clark@bellevue.net

**RE: Business Plan
Proposed Indoor Waterpark and Hotel, Bellevue, Nebraska**

Dear Mr. Clark:

Thank you for the opportunity to submit a proposal to write a business plan for the proposed indoor waterpark with a 50-meter indoor pool and hotel in Bellevue, Nebraska. Hotel & Leisure Advisors (H&LA) has completed numerous hotel, conference center, and waterpark studies in Nebraska and surrounding states, including a previous market feasibility study and economic impact study for this development. We would be pleased to prepare a business plan for the proposed indoor waterpark and hotel as outlined in the attached proposal.

Based on our hospitality experience and our understanding of the proposed facility concepts, we are confident that H&LA is well-qualified to respond to your consulting requirements. We have developed sophisticated and innovative research techniques, resulting in thorough analyses that incorporate in-depth local, regional, and state market information. For additional information, our company qualifications are included with this proposal package. Over the years, H&LA has served more than 700 clients on a variety of projects. Upon request, we will provide you with a list of references relevant to your project whom you can contact.

To proceed with our engagement, please sign this proposal and return it to our office with a retainer check. We look forward to working with you on this assignment. If you have any questions or require any additional information, please contact me.

Hotel & Leisure Advisors, LLC

A handwritten signature in black ink that reads 'David J. Sangree'.

David J. Sangree, MAI, ISHC
President



HOTEL & LEISURE ADVISORS

Proposal for Consulting Services Proposed Indoor Waterpark and Hotel, Bellevue, Nebraska

Business Plan

OBJECTIVE

We will prepare a business plan for the proposed resort. The business plan will be a formal statement of a set of business goals, the reasons they are believed attainable, and the plan for reaching those goals. The business plan will help the city council, investors, and management identify the scope of the project, the market's performance, the subject's performance objectives, and the client's financial needs. It will identify the structure of the proposed resort for various departments, such as the overall business, management roles, and, marketing. We will profile additional tax revenue that will be created with the development of the subject property. The business plan will provide a more in-depth analysis of the information we initially researched for the market feasibility study. This analysis will be performed on a desktop basis and travel will not be involved.

SCOPE OF WORK

Our business plan will highlight information used in our market feasibility study as well as research and recommendations on additional components. We will interview representatives of the city of Bellevue and your bond counsel to understand the requirements for the business plan. Below is the scope of work for each major component of the business plan and our methodology to complete it.

Executive Summary

- Present an overview of business plan, which would include a discussion of major findings from our feasibility analysis and economic impact study
- Highlight critical elements via an executive summary
- Discuss major components of the overall development

Market Analysis

- Highlight information from the market feasibility study and take into account any market changes since the study was completed
- Provide a description of methodology

Organization & Management

- Review the proposed business structure and changes in the planned facilities from our previous study
- Discuss the proposed legal framework for the project

- Identify the overall administrative and operations organizational plan for the proposed development by departments, indicating the chain of command and identifying management roles

Operational Plan

- Profile the projected management company for the proposed development (if identified), or identify appropriate qualities to consider in selecting a management company, or determine if the property should be managed by the city of Bellevue
- Analyze and recommend salary ranges and benefits for various employee categories
- Analyze and recommend the number of part-time versus full-time employees
- Identify the services and products to be offered by the management company
- Identify services and amenities for the development that will maximize usage

Marketing & Advertising

- Assuming the property is managed by a third-party management company, we will identify typical marketing costs and allocations to be contained in a typical management contract for similar properties
- Determine the proper percentage of revenues to spend on marketing and make recommendations for some marketing initiatives
- Identify who is responsible for marketing and advertising and how it will be paid for

Financial Support

- Review contract with currently selected management company to analyze terms and pricing
- Calculate Turn Back Tax
- Review other planned development that will be located within 600 yards of the subject site that could be developed and opened within five years of the opening of the subject property
- Analyze the potential 0.5 cent sales tax increase beginning in 2026 that will help fund and maintain the development
- Calculate the occupancy, sales, restaurant, and property taxes for the subject
- Calculate total tax revenue available to pay back bonds



Financial Projections

- Review our projections for financial performance for the subject property and make revisions based upon changes in the market and/or plan facility changes
- Present updated financial projections for the subject property

Conclusion

- Summarize the conclusions of the analysis

Narrative Report: We will communicate our findings in a full narrative report that will completely describe all analyses and conclusions. The business plan will assist the city council and others come to a better understanding of how the proposed property will operate in the market.

PROJECT QUALIFICATIONS & EXPERIENCE

Our consultants are national experts in the analysis of all types of waterpark and resort properties. We have prepared more than 3,000 studies on every hotel brand and chain scale in the United States and Canada. We have prepared more than 700 studies on waterpark properties in the United States and Canada. Our expertise is nationally recognized. David Sangree was awarded the Hall of Fame award in 2022 and the Executive Board Award in 2016 by the World Waterpark Association. He was also recognized by Aquatics International Magazine twice, most recently in their 2019 "Power People" issue, as one of the most influential people in the aquatics industry. A complete list of all H&LA projects can be found on our [website](#).

FEES & PAYMENT SCHEDULE

Project Fees	
Component	Fee
Business Plan	\$25,000
Out-Of-Pocket Expenses	Included

These fee estimates are subject to revision if the scope of the engagement is altered. In such an event, we will discuss the matter with you so that a mutually acceptable revision can be made. Our price quote for this scope of services is valid for 90 days from the date of this proposal. Projected expenses exclude any applicable state sales taxes. If at any point during the engagement a decision is made to discontinue our services, our professional fees will be based on the time expended through that date.

Payment Schedule

We require a 50% retainer prior to beginning the assignment. This payment is due prior to our issuing the draft report.

The final invoice will be sent with the draft copy of the completed report. Payment of this invoice is required prior to our issuance of final reports. Hard copies of the report are available upon request for an additional fee.

Any revisions to the report made within 30 days of issuance of the draft are included in the fee. Any revisions after 30 days will require an additional 10% of the project fee. If we do not receive any revisions within 30 days, we will issue the final report, provided we have received payment of the final invoice.

Any invoice that is 60 days past due is subject to a 1.5% monthly finance charge. Client agrees to pay any fees incurred as a result of collections activity.

We will negotiate fees for any additional services when you request them. Our consulting services are available at a rate of \$150-\$600 per hour, depending on the staff person involved, or we will issue a specific fee quote once the scope of additional services is determined.

TIMING

We can begin work immediately and will provide you with the report documenting our conclusions within 30 days of receiving the retainer payment and the signed engagement letter. We will work with your appointed representative to ensure the required data is made available. *The delivery date of the draft and final reports is contingent upon receiving the data requested for the property on a timely basis.*

CONDITIONS

The report will be prepared in accordance with our Standard Conditions, which are attached. To indicate your acceptance of this proposal, please sign and return it to us with a retainer of 50% as authorization for us to proceed with the engagement.

As a material inducement for Hotel & Leisure Advisors to enter into this agreement for services and for value received, and the consideration of Hotel & Leisure Advisors' performance in providing appraisal and consulting services for the client, the signature on this letter guarantees the company's timely payment of this agreement. This includes, but is not limited to, the payment of any and all sums due pursuant to the agreement. This guarantee applies to services rendered prior to and after the above date.

The terms of this agreement shall be interpreted and construed in accordance with the laws of the State of Ohio. The client hereby submits to the nonexclusive jurisdiction of the court having jurisdiction in the County of Cuyahoga, State of Ohio, and agrees not to raise and waive any objection based upon forum non conveniens.



Thank you for this opportunity to be of service. We look forward to working with you on this assignment.

Sincerely,

Hotel & Leisure Advisors, LLC

David J. Sangree, MAI, ISHC
President

By signing below, I agree to the fees and terms as described in the attached proposal. I agree to pay fees for the report in the amount of \$25,000. I have read and understood the proposal and the attached standard conditions, and I agree to the terms and conditions therein.

Signature

Name (print)

Title

Company

Email

Phone Number

Date



Standard Conditions: The following Standard Conditions apply to real estate consulting engagements and appraisals by Hotel & Leisure Advisors, LLC (H&LA). Extraordinary Assumptions are added as required.

1. The report is to be used in whole and not in part. The report, engagement letter and these standard conditions constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or current agreements or understandings between the parties, whether in writing or orally. The report and engagement letter may not be amended except in writing signed by the parties hereto. These standard conditions shall survive the completion of the assignment.
2. Publication of the report or engagement letter without the prior written consent of H&LA is prohibited unless otherwise stated in the letter of engagement. Neither the report nor engagement letter may be used by any person other than the party to whom they are addressed nor may they be used for purposes other than that for which they were prepared. Neither the engagement letter, nor the report, nor their contents, nor any reference to the appraisers or H&LA or any reference to the Appraisal Institute, International Society of Hospitality Consultants, American Institute of Certified Public Accountants, or the American Institute of Architects, (or the MAI, ISHC, CPA or AIA designations) may be included or quoted in any offering circular or registration statement, prospectus, sales brochure, other appraisal, loan, or other agreement or document without H&LA's prior written permission, in its sole discretion. Moreover, "H&LA" is a registered trademark of Hotel & Leisure Advisors, LLC. The client agrees that in event of a breach of this Section 2, in addition to any other rights and remedies of H&LA, and hereby consents to injunctive relief.
3. No responsibility is assumed for the legal description or any matters which are legal in nature. Title to the property is assumed to be good and marketable and the property is assumed to be free and clear of all liens unless otherwise stated. No survey of the property was performed. Sketches, maps, photos, or other graphic aids included in the reports are intended to assist the reader in ready identification and visualization of the property and are not intended for technical purposes.
4. The information contained in the assignment is based upon data gathered from sources the consultant or appraiser assumes to be reliable and accurate. Some of this information may have been provided by the owner of the property. Neither the consultants nor H&LA shall be responsible for the accuracy or completeness of such information including the correctness of public records or filings, estimates, opinions, dimensions, sketches, exhibits, and other factual matters.
5. The report may contain prospective financial information, estimates, or opinions that represent the consultants' or appraisers' view of reasonable expectations at a particular point in time. Such information, estimates, or opinions are not offered as predictions or as assurances that a particular level of income or profit will be achieved, that events will occur, or that a particular price will be offered or accepted. Actual results achieved during the period covered by H&LA's prospective financial analyses will vary from those described in the report, and the variations may be material. The financial projections stated in the report and any opinions of value are as of the date stated in the report. Changes since that date in external and market factors or in the property itself can significantly affect property value or performance.
6. H&LA has not considered the presence of potentially hazardous materials and contaminants such as asbestos, urea formaldehyde foam insulation, toxic waste, PCBs, pesticides, mold, lead-based paints, or other materials. The appraisers and consultants are not qualified to detect or report on hazardous material contamination and H&LA urges the client to retain an expert in this field if desired.
7. Unless noted, H&LA assumes there are no encroachments, zoning violations, or building violations encumbering the subject property. It is assumed that the property will not be operated in violation of any applicable government regulations, zoning, codes, ordinances, or statutes. No responsibility is assumed for architectural design and building codes. The analysis and concept drawings included in the report are not intended for technical purposes.
8. All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless specified otherwise.
9. Real estate consulting engagements and appraisal assignments are accepted with the understanding that there is no obligation to furnish services after completion of the original assignment. We are not required to give testimony or attendance in court by reason of this analysis without previous arrangements, and the client will be obligated to pay in advance for the standard per diem fees and travel costs.
10. No significant change is assumed in the supply and demand patterns indicated in the report. The appraisal or consulting engagement assumes market conditions as observed as of the current date of the market research stated in the letter of transmittal. These market conditions are believed to be correct; however, H&LA or the



- consultants assume no liability should market conditions materially change because of unusual or unforeseen circumstances.
11. The quality of a lodging facility or other leisure property's management has a direct effect on the property's economic viability. It should be specifically noted by any prospective reader that the engagement assumes that the property will be competently managed, leased, and maintained by financially sound owners over the expected period of ownership. H&LA is not responsible for future marketing efforts and other management or ownership actions upon which actual results will depend.
 12. The forecast of income and expenses are not predictions of the future. Rather, they are the consultants' best estimates of current market thinking on future income and expenses. We do not warrant that the estimates will be obtained, but that they have been prepared in a conscientious manner on the basis of information obtained during the course of this study.
 13. The subject property is valued assuming all items of furniture, fixtures, equipment, working capital, and inventory are in place. Should items essential in the operation of the subject property prove to be missing, we reserve the right to amend the opinion of value expressed in an appraisal report.
 14. H&LA does not, as part of this consulting report or appraisal, perform an audit, review, or examination (as defined by the American Institute of Certified Public Accountants) of any of the historical or prospective financial information used and therefore, does not express any opinion with regard to it.
 15. The consulting engagement or appraisal report has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice and the Code of Ethics of the Appraisal Institute. No other code, ordinance, rule or regulation of any kind or nature whatsoever shall apply.
 16. It is agreed that the maximum damages recoverable from H&LA or its affiliates or their respective employees relative to this engagement shall be the amount of the money actually collected by H&LA or its affiliates for work performed pursuant to the engagement letter. The client acknowledges that H&LA cannot and does not guarantee and makes no representations as to the success of the project. H&LA shall not be liable for any incidental, breach of warranty, consequential or punitive damages, expenses, costs or losses whatsoever directly or indirectly arising out of the services performed hereunder (including negligence and/or gross negligence). In addition, there is no accountability or liability to any third party.
 17. The client hereby releases and discharges H&LA, its directors, officers, and employees, from and against any and all claims and demands of any nature or kind whatsoever arising as a result of the design, development, operations, and performance of the proposed or existing project. The client furthermore agrees to indemnify, defend and hold harmless H&LA and its directors, officers and employees, from any and all claims of any nature whatsoever, including attorney fees, expenses and costs.
 18. The report does not address the project's compliance with the federal statute commonly known as the Americans with Disabilities Act as well as regulations and accessibility guidelines promulgated thereunder.
 19. The provisions of the report, the engagement letter and these standard conditions shall be severable, and if a court of competent jurisdiction holds any provisions of the report, engagement letter and these standard conditions invalid, illegal or unenforceable, the remaining provisions shall nevertheless remain in full force and effect as written.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
12/20/2022

COUNCIL MEETING DATE: 12/20/2022		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:

Felsburg Holt & Ullevig (FHU) supplement No. 2

SYNOPSIS/BACKGROUND:

This project is for engineering design services for 36th Street Road Preliminary Design N-Hwy 370 to Cornhusker Road. Original Interlocal agreement on 9/17/2019 was approved for \$751,000.00. with each party share to be estimated at \$ 375,500.00. Supplement No. 1 was for \$13,255.00 to FHU. approved on 1/8/2021.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the supplemental agreement No. 2 between the City of Bellevue and Felsburg Holt and Ullevig. (FHU).

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made this _____ day of _____, 2022, by and between City of Bellevue, NE, hereinafter called the **CLIENT**, and FELSBURG HOLT & ULLEVIG, hereinafter called the **CONSULTANT**, collectively referred to as the Parties.

The services to be performed hereunder are incidental to the following PROJECT:

**36th Street Preliminary Design
N-370 to Cornhusker Road**

WITNESSETH: That for and in consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto have mutually agreed and do agree as follows:

ARTICLE I. SERVICES BY THE **CONSULTANT**

- 1.1 The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services in connection with this project.
- 1.2 The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in **Exhibit A – Supplement 2 Scope of Work**, attached hereto.

ARTICLE 2. RESPONSIBILITIES OF THE **CLIENT**

- 2.1 The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.
- 2.2 The **CLIENT** shall designate a representative who shall be fully acquainted with the Project and who shall have authority to render decisions relative to the **CONSULTANT'S** services as necessary for the orderly progress of the work. The representative shall be responsible for receiving and processing all information and documentation relative to the project in behalf of the **CLIENT**.
- 2.3 The **CLIENT** shall establish and maintain procedures for receiving, reviewing, recording, and acting on all information, documentation, payments, and acceptances of work and services relative to this project in an expeditious manner.
- 2.4 The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

ARTICLE 3. TIME OF PERFORMANCE

The services to be provided under this Agreement shall, unless otherwise provided, be commenced upon execution of this Agreement and be performed in general accordance within the timeframe and /or schedule in **Exhibit A**.

ARTICLE 4. COMPENSATION FOR SERVICES

The **CLIENT** agrees to compensate the **CONSULTANT** in accordance with the following schedule, and the Terms and Conditions of this Agreement:

- 4.1 For Basic Services as described in Article 1, Compensation shall be made on a time and materials basis not-to-exceed Ten Thousand Two Hundred Five Dollars (\$10,205) without prior written approval of the **CLIENT**. The Work Hour and Fee Estimate is attached as **Exhibit B**.
- 4.2 Invoices submitted to the **CLIENT** will use the **CONSULTANT**'s current billing rates in effect at the time the work is performed.
- 4.3 Unless otherwise provided herein, **CONSULTANT** shall submit invoices for Basic, Additional or Special Services and for Direct Expenses each month for work actually performed. The **CLIENT** agrees to pay the **CONSULTANT** within 60 days of the billing date. Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. In the event any portion of or all of an account remains unpaid 90 days after billing, the **CONSULTANT** may upon five (5) calendar days written notice to the **CLIENT** suspend performance of services under this Agreement. The **CONSULTANT** shall have no liability whatsoever to the **CLIENT** for any costs or damages as a result of such suspension. The **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

ARTICLE 5. DELAYS

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

ARTICLE 6. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** in connection with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify and hold harmless the **CONSULTANT** from all claims, damages,

and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

ARTICLE 7. INSURANCE

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

ARTICLE 8. TERMINATION

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

ARTICLE 9. DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the **CLIENT** and the **CONSULTANT** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

ARTICLE 10. DESIGN WITHOUT CONSTRUCTION PHASE ENGINEERING SERVICES

If the basic services under this Agreement include design services, but do not include any construction phase engineering services by the **CONSULTANT**, such as construction administration, construction observation, or review of the Contractor's work for general conformance with the Contract Documents, such services shall be provided by the **CLIENT** or others. The **CLIENT** assumes all responsibility for the **CLIENT'S** interpretation of the Construction Documents, for construction administration, observation and supervision, and waives any and all claims and liability against the **CONSULTANT** that may be in any way connected thereto.

ARTICLE 11. JOBSITE SAFETY

Neither the professional activities of the **CONSULTANT** nor the presence of the **CONSULTANT** or his employees and subconsultants at a construction site, shall relieve the General Contractor(s) or its subcontractor(s), and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precaution required by any regulatory agencies. The **CONSULTANT** and his personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Except for employees of the **CONSULTANT**, the **CLIENT** agrees that the General Contractor(s) or its subcontractor(s) are responsible for jobsite safety, and shall include this intent in the **CLIENT's** agreement with the General Contractor(s) and/or subcontractor(s).

ARTICLE 12. GOVERNING LAW

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

ARTICLE 13. SUCCESSORS AND ASSIGNS

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

ARTICLE 14. EXTENT OF AGREEMENT

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

ARTICLE 15. NOTICES

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

ARTICLE 16. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

- 16.1 The **CONSULTANT** shall use reasonable professional skill and judgment in connection with services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.
- 16.2 In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 16.3 The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.
- The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement.
- 16.4 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, and any of them, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement.

ARTICLE 17. SPECIAL PROVISIONS

ACKNOWLEDGMENT OF COMPLETE AGREEMENT: This Agreement includes pages consecutively numbered 1 through 6, and the attachments thereto, identified as:

Exhibit A –Supplement 2 Scope of Work
Exhibit B – Work Hour and Fee Estimate

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above:

CLIENT:

City of Bellevue, NE

By _____

Title _____

Address: _____

CONSULTANT:

FELSBURG HOLT & ULLEVIG

By _____

Title Executive Vice President

Address: 11422 Miracle Hills Dr., Suite 115

Omaha, NE 68154

Exhibit A
SUPPLEMENT 2 SCOPE OF WORK

Brook Drive Intersection Concepts
For
Project: 36th Street, from N-370 to Cornhusker Road
City of Bellevue Project Number: BPW 191017

A meeting was held on October 18, 2021 in which the following individuals were in attendance:

City of Bellevue: Jim Ristow, Doug Clark, Dean Dunn
Twin Creek LLC: Steve Johnson
Thompson Dreessen and Dorner: Don Heine
FHU: Kyle Anderson, Jennifer Thompson

At this meeting, Steve Johnson of Twin Creek LLC was interested in revisiting the 36th Street and Brook Drive intersection and looking at ways to lessen the impacts to the properties north and west of this intersection. FHU provided three concepts for consideration and a memorandum with discussion points and a recommendation.

1. Project Management
2. Data Collection. FHU will research and review traffic reports done for the adjacent development and provided by Twin Creek LLC.
3. Conceptual Exhibits. FHU shall develop and deliver two to three exhibits for Brook Drive for consideration
 - 3.1. Existing Intersection Design as shown in the 60% plan submittal
 - 3.2. Three-Quarter Access Intersection
 - 3.3. Signalized Intersection
4. Memorandum. FHU shall develop and deliver a memorandum that discusses the intersection concepts as well as a recommendation.

Schedule: Conceptual Exhibits and Memorandum were delivered to the City of Bellevue on November 2, 2021.

36th Street - N-370 to Cornhusker Road

Exhibit 'B'

Supplement 2

Workhour and Fee Estimate



	<i>Principal I</i>	<i>Sr. Engineer</i>	<i>Engineer V</i>	<i>Engineer IV</i>	<i>Engineer III</i>	<i>Sr. Designer</i>	<i>Total Hours</i>	<i>Total Dollars</i>
Task 1 - Project Management	2	2					4	\$830
Task 2 - Data Collection			4	2	2		8	\$1,270
Task 3 - Conceptual Exhibits			6	9	9	6	30	\$4,785
3.1 Existing Intersection Design			2	3	3	2	10	\$1,595
3.2 Three-Quarter Access Intersection			2	3	3	2	10	\$1,595
3.3 Signalized Intersection			2	3	3	2	10	\$1,595
Task 4 - Memorandum	2	8	4	4			18	\$3,320
TOTAL HOURS	4	10	14	15	11	6	60	
TOTAL LABOR / HR RATE	\$220	\$195	\$175	\$155	\$130	\$195		
TOTAL LABOR COSTS	\$880	\$1,950	\$2,450	\$2,325	\$1,430	\$1,170		\$10,205

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
12/20/2022

COUNCIL MEETING DATE: 12/20/2022		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:

Heimes Corp Sanitary Sewer line replacement

SYNOPSIS/BACKGROUND:

Heimes Corp to make an emergency repair to replace a compromised sanitary sewer main at 13409 Spencer Circle. Proposal is \$48,673.00 with the 10% contingency added.

FISCAL IMPACT: \$53,540.30 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Sanitary Sewer line replacement at 13409 Spencer Circle

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: 6332 ACCOUNT NUMBER: 20-00-6332

RECOMMENDATION:

To approve and authorize the Mayor to sign the proposal for Heimes Corp

ATTACHMENTS:

1. Proposal
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



Proposal

Excavating & Utilities Division
9144 South 147th Street • Omaha, NE 68138-3866
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue Wastewater
8902 Cedar Island Road
Bellevue, NE 68147
Attn.: Epiphany

Date **12/12/22**
Phone **402.293.3135**
Email epiphany.ramos@bellevue.net
Job Info **Sewer Line Replacement**
13409 Spencer Cir

The following are the anticipated cost to replace a compromised sanitary sewer main at 13409 Spencer Circle per field meeting:

Sanitary Sewer

- Mobilize to site with sewer crew and equipment
- Furnish and install new 54" manhole over existing sanitary sewer on the east side of Spencer Circle
- Furnish and install approximately 100 LF of 8" PVC sanitary sewer to directional change manhole
- Furnish and install (1) 54" sanitary sewer manhole for direction change
- Furnish and install approximately 80 LF of 8" PVC sanitary sewer piping to existing manhole
- Furnish and install 6" PVC sanitary sewer to within 5' of foundation with cleanout
- Rebuild existing sanitary sewer manhole eliminating compromised pipe entry
- Camera inspect and test sanitary sewer main
- Abandon existing pipe

BID PRICE \$ 48,673.00

Notes:

- No engineering, surveying, staking or compaction testing has been included
- No performance bond has been included, if needed ADD \$ 634.84
- City of Bellevue to obtain sewer construction easement or property access from owner
- Heimes Corp has included (1) large stump removal in pricing – if additional stumps or other impediments to piping installation are discovered, they will be removed on a T&M change order basis
- No interior plumbing of house has been included
- No barricades or traffic control has been included
- No flowable fill of existing compromised line has been included – if needed, ADD \$ 1,860.00 and it will not be completed unless temperatures are above 40-degrees
- Sewer main installation will be completed prior to March of 2023 if notice to proceed is given in 2022
- Tap manhole will be south of Spencer Circle and will be placed in an area outside of any conflict with existing utility lines (gas, water, underground power or communications) – no relocation of existing utilities has been included

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Matt Sykora for Heimes Corp.
This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____