

## Bellevue City Council Meeting

Tuesday, July 18, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Fr. Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive.
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. (\*) Acknowledge receipt of the June 22, 2023 Planning Commission Minutes.
    2. (\*) Approval of the July 5, 2023 Board of Equalization Minutes.
    3. (\*) Approval of the July 5, 2023 City Council Minutes.
6. (\*) APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
  - a. (\*) Reappointments of Todd Aerni and Mike Perrin to the Planning Commission for a 3-year term, expiring August 2026. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
  - a. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for a new Manager for Cassandra Gerih at Kwik Shop # 670, 2103 Capehart Road; Kwik Shop # 675, 502 W. Mission Avenue; Kwik Shop # 688, 602 Galvin Road, and Kwik Shop # 689, 4151 Harrison Street, all located in Bellevue, Nebraska. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
  - a. Ordinance No. 4125: Compensation Ordinance as Updated (HR Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. Ordinance No. 4126: Request to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, from BG to BG and RS-72, for the purpose of commercial and single-family residential development. Applicant: Puglisi House, LLC (Pat and Janelle Vacanti). General Location: South 31st Street and Golden Boulevard. (Planning Manager)
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
  - a. Public hearing to obtain citizen input on the Community Development Block Grant (CDBG) 2023 Action Plan with proposed funding recommendations. (Finance Director/CDBG Program Specialist)
    1. Approve and authorize the Mayor to sign the 2023 Action Plan including Resolution No. 2023-22: A resolution adopting the 2023-2024 Action Plan and Community Development Block Grant Program Budget for the October 2023 - September 2024 Program Year and authorize the Mayor to submit the plan to the U.S. Department of Housing and Urban Development, SF-424/424B, and the Entitlement Certifications. (Finance Director/CDBG Program Specialist)
15. RESOLUTIONS:
  - a. Res. No. 2023-21: Approve the Redevelopment Plan for Lots 7 and 8, Old Orchard Place and authorize the Mayor to sign. Applicant: Excel Development Group. (Planning

Manager) **(Public hearing Required)**

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with the Housing Foundation for Sarpy County, in an amount not to exceed \$40,000.00. (Finance Director, CDBG Program Specialist)

b. Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Community Revitalization Fund loan documents with Steven Kucirek, owner of Switch Gear Entertainment LLC, in an amount not to exceed \$47,541.00. (Finance Director/CDBG Program Specialist)

c. Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$11,480.00. (Public Works Director)

d. Approve and authorize the Mayor to sign the agreement with NL&L Concrete Inc. for the Streets North Shop Odorant Building Renovation - Phase 1, in an amount of \$55,234.00, plus a 10% contingency of \$5,523.40 for a total project cost of \$60,757.40. (Public Works Director)

e. Approve the purchase of a new Watchguard Server for the Police Department's cruisers and body cameras, in an amount not to exceed \$53,240.00. (Police Chief)

f. Approve and authorize the Mayor to sign the Cellebrite Maintenance/License Renewal for forensic investigations, in an amount not to exceed \$26,550.00. (Chief Clary/Capt. Melvin)

g. Approve and authorize the Mayor to sign the Substitution of Trustee, and Request to Reconvey and Deed of Reconveyance releasing the CDBG Housing Rehabilitation Deed of Trust for 1605 Garden Avenue. (Finance Director/CDBG Program Specialist)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(July report will be attached to the August 1st Council Packet).**

18. CLOSED SESSION:

19. ADJOURNMENT

## MINUTE RECORD

Bellevue Planning Commission Meeting, June 22, 2023, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, June 22, 2023, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Ritz, Sims, Ackley, Bennett, and Perrin. Absent were Commissioners Aerni and Jacobson. Also present was Tammi Palm, Planning Manager, and Angela Curry, Assistant Planning Manager.

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

Ackley announced a copy of the Open Meetings Act was posted in the entry to the City Council Chambers.

Motion was made by Ritz, seconded by Perrin, to approve the minutes of the May 25, 2023, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Ackley asked if there were any updates or additions to staff reports. Palm advised in regard to Agenda item 3.c. staff received an email with a letter attached from Patricia Kyle, 9503 S. 20<sup>th</sup> St., Bellevue stating concerns regarding drainage. The letter was emailed to the Commissioners today and posted publicly.

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

Ackley explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, from BG to BG and RS-72 for the purpose of single family residential and commercial development; and small subdivision plat Lots 1 and 2, Vacanti Replat. Applicant: Puglisi House, LLC. General Location: S. 31st Street and Golden Blvd. Case #'s: Z-2305-12, S-2305-09.

Ackley asked staff for updates. Curry stated the request for rezoning and small subdivision plat is for property located at 31<sup>st</sup> Street and Golden Boulevard. She stated the request for rezoning is for Lot 1 to remain as BG (General Business) and Lot 2 will be rezoned to RS-72 (Single-family residential – 7,200 square foot zone). Curry said the property is currently vacant. She stated staff is recommending approval.

Janelle Vacanti, 3318 S. 10<sup>th</sup> St., Omaha, NE, stated she purchased the property in April. She stated a single-family dwelling will be constructed on Lot 2 and Lot 1 plans are for a small commercial building.

There was no one present to speak in favor of, or in opposition to this request. Subsequently, Ackley closed the public hearing.

MOTION was made by Ritz, seconded by Sims, to recommend APPROVAL of a request to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, from BG to BG and RS-72 for the purpose of single family residential and commercial development; and small subdivision plat Lots 1 and 2, Vacanti Replat. Applicant: Puglisi House, LLC. General Location: S. 31st Street and Golden Blvd. Case #'s: Z-2305-12, S-2305-09. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, as well as lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON July 18, 2023.**

PUBLIC HEARING was held on a request to approve the Redevelopment Plan for Lots 7 and 8, Old Orchard Place. Applicant: Excel Development Group. General location: 13th Street and Kasper Street. Case #: ECD-61.

Ackley asked staff for updates. Palm stated Tax Increment Financing (TIF) application is for a project known as Cardinal Commons I. She said this property is generally located at 13<sup>th</sup> Street and Kasper Street. Palm stated the applicant intends to develop 18 duplexes consisting of 36 units for affordable senior housing. She said the property's assessed value upon completion is estimated at 7.6 million dollars. Palm stated the redevelopment plan indicates there is approximately 2.1 million dollars of TIF eligible costs and the applicant is requesting \$280,000.00 in TIF funds to cover those costs. She said the Planning Department is supportive of the request and recommends approval.

# MINUTE RECORD

Bellevue Planning Commission Meeting, June 22, 2023, Page 2

Mike Matejka, 10250 Regency Pkwy. Omaha, NE, was present on behalf of Excel Development. He stated the staff report describes the project well so he will detail the purpose of the project and financing of the project. Matejka stated the TIF is necessary for the project to move forward. He said this is affordable housing for seniors aged 55 and over. Matejka stated this type of housing is need for the city and Sarpy County. He stated the project is financed largely by federal and state low-income tax credits which are allocated by the Nebraska Investment Finance Authority (NIFA). Matejka stated funding sources also include a community block grant which was in direct response to the housing that was lost due to the flooding in the area. He stated the amount of the TIF requested is relatively small both in terms of the cost of the project and TIF eligible expenses but is needed to fill the gap of all other financing. Matejka stated investors are not investing for the normal rate of return in low-income tax credit projects.

There was no one present to speak in favor of, or opposition to this request. Subsequently, Ackley closed the public hearing.

Sims inquired if the cell tower was existing. Palm stated it was existing and would remain on the property. She said if approved for TIF the developer will then apply for rezoning and replatting with site plan approval. Palm stated the tower will be taken into consideration at that time.

Ritz stated on page 6, the project summary seems to show a total investment from investors as one million ninety-two thousand dollars. Matejka stated that is from a lender. Ritz inquired how the federal tax credit equity and state tax credit equity are paid back. Matejka stated they are paid back similar to the TIF. He said the credits are used by the tax credit investors which are syndicators. Matejka stated the money comes in as equity and they get their primary return by receiving those tax credits so in effect they are contributing capital for the project today for tax credit they will receive over ten years. Discussion ensued regarding funding for the project. Ritz stated his interpretation of the plan is the banks will be repaid in the form of tax credits and after fifteen years this property will be sold to investors. Matejka stated the units have to remain affordable which is less than 60% of the area median income and must remain that way for forty-five years under the restriction of NIFA. He said a normal investor would not invest in the property without tax credits. Discussion ensued regarding the sale of the property after fifteen years. Ritz inquired where the \$405,998 investment comes from in the cash flow statement. Connor Menard, 8551 Lexington Ave., Lincoln NE, stated that is an estimate if an investor invested 5% of the total development cost. He stated the non-profit on this project is Midwest Housing Initiatives, a local non-profit that Excel works with a lot throughout the Midwest, and they have the right of first refusal on this project and they will execute that right after year fifteen. He said they will take over the project with the existing debt and it will not be sold. Menard stated all these projects are kept affordable for the forty-five years. Discussion ensued regarding the financing option if the project were to be sold after the fifteen years. Ritz stated the city is going to invest \$280,000 dollars on a project that returns all of the investments, so he does not understand why the TIF is necessary without understanding the return on investment (ROI) calculations.

Ackley stated there is a ton of information missing on the ROI, there are no projections for income or cost management, maintenance expenses, and depreciation would be why some of those numbers are negative. He stated this project was approved for blighted and substandard a few months ago. Ackley stated the question for tonight is does the redevelopment project meet the "but for" test under the Nebraska State Statute and he believes it does meet the statutory requirements for TIF. He stated it's interesting if you look at this project the \$280,000, they are asking for amounts to \$7,800.00 per unit and in a recent project for Jefferson Place with TIF for ten units it amounted to \$75,000.00 per unit. Ritz stated he was opposed to the Jefferson Place development because of the cost and his opinion is that this does not meet the "but for" test of the State Statute. Palm stated this plan was reviewed by the Planning Staff, City Attorney, and the Finance Director and the consensus was that Section 18-2111 of Nebraska State Statute was met in respect to plan contents.

Ackley stated he could not recall the last time a NIFA project was approved because they are so difficult with the forty-five-year holding period on reduced rent. Palm stated the previous NIFA project approved was Deer Creek Apartment on 25<sup>th</sup> Street and Chandler Road which just recently was completed.

MOTION was made by Ackley, seconded by Bennett, to recommend APPROVAL of a request to approve the Redevelopment Plan for Lots 7 and 8, Old Orchard Place. Applicant: Excel Development Group. General location: 13th Street and Kasper Street. Case #: ECD-61. APPROVAL of the Cardinal Commons I Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill redevelopment. Upon roll call, Hankins, Sims, Ackley, Bennett,

# MINUTE RECORD

Bellevue Planning Commission Meeting, June 22, 2023, Page 3

And Perrin voted yes Ritz voted no. MOTION carried.

**This item will proceed to City Council for PUBLIC HEARING ON July 18, 2023.**

PUBLIC HEARING was held on a request to rezone Lots 154 through 199, and Outlots "F" through "K", Spring Ridge, being a platting of Tax Lot 12, Part of Tax Lot 13A, Part of the Irregular Northeasterly Part of Tax Lot 12B, Lot 2, Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to RA, RG-8-PS, BG, and BGH, for the purpose of residential development and a billboard; and preliminary plat Lots 154 through 199, and Outlots "F" through "K", Spring Ridge. Applicant: Orchard Valley, Inc. General location: South 21st Street and Gilmore Lake Road. Case #'s: Z-2301-01, S-2301-01.

Ackley asked staff for updates. Palm stated as previously mentioned, a letter from Ms. Patricia Kyle who had concerns regarding drainage with the potential development was received. She stated Mr. Sudbeck is before the Commission with a preliminary plat and zoning with a site plan approval. Palm stated last year Mr. Sudbeck did have a preliminary plat approved for this property that was very similar in nature to this plan. She said the approved plat had some single-family residences and some multi-family components, but Mr. Sudbeck did not move forward with a final plat, so the preliminary plat expired. Palm stated the new preliminary plat has increased density on the northern portion of the plat, adding two additional single-family lots, and on the south portion of the plat the major difference is the proposed outlot configuration and zoning that would be conducive for a digital billboard. Palm stated a traffic study for the area indicated some improvements to 25<sup>th</sup> Street and Gilmore Lake Road would have to be made to city standards. Palm stated with regards to Ms. Kyle's concerns of drainage, that would be corrected with the overall improvements to Gilmore Lake Road. She stated there would be an Memorandum of Understanding (MOU) and subdivision agreement in place to ensure the improvements to Gilmore Lake Road would be completed prior to completion of the multi-family residential component. Palm stated the zoning requested for the outlots is BG (General Business) and BGH (Heavy General Business) which would allow for the construction of a billboard. Palm stated staff is recommending denial based on the configuration of the outlots and the zoning. She said research of the locations of recent digital billboard permits led staff to the decision that these outlots are not an appropriate use for the area given the fact that the requested residential zoning is the highest density residential zoning allowed. Palm stated recent digital billboard permits have been in commercial areas along the Kennedy Freeway, Highway 370 corridor, and also along Cornhusker Road corridor. Palm said an application for the July Planning Commission meeting will have a multi-family residential development to the immediate south of this plat. She said the commercial zoning for these outlot goes against the Comprehensive Plan for this area.

Klancy Peterson, 14747 California St., Ste. 2, Omaha, NE, was present on behalf of the applicant. Peterson stated this is a resubmission of the previous preliminary plat; the two major changes are the addition of three single-family lots on the northern portion of the plat and the outlots. He said the request for the BGH zoning is for a digital billboard providing a significant advertising boost for the proposed development. Peterson stated the Comprehensive Plan recommendation for the northwest district is infill development and this project as a whole is infill development. He said the sign is a small part of that infill development which is consistent with the Comprehensive Plan. Peterson stated one of the city's short-term recommendations is to develop a community signage wayfinding program which is page 113 of the Comprehensive Plan. Peterson said the applicant's position is that Hwy 75 is the appropriate place for such signage which makes the proposed sign consistent with the Comprehensive Plan. He said the majority of the outlot is currently zoned BG so the request for BGH is not a big change. Peterson stated the developer does not want to negatively impact his or any other development in the surrounding area which is why Gary Young the founder of Street Media Group was brought in to identify a digital billboard that would be both effective and have a minimal impact on the surrounding area.

Gary Young, 5747 Nicklaus Dr., Ft. Collins, CO, was present on behalf of the applicant. Young stated there have been improvements on the development of digital signs over the last few years. He stated these developments were initiated because of situations such as Mr. Sudbeck's development. He presented videos of the technology surrounding the new digital signs which showed a shield around each one of the thousands of diodes in a digital sign which then shields the light from going to the sides or up into the sky. Young said this technology would keep the light or the message directed toward the traffic on Hwy 75. Young stated the Nebraska Department of Transportation (NDOT) has strict regulations requiring these signs to be dimmed automatically so between that and the "V" design of the sign those are efforts to address these concerns.

Palm stated she wanted to address Mr. Peterson's comments regarding the wayfinding signs in the

# MINUTE RECORD

Bellevue Planning Commission Meeting, June 22, 2023, Page 4

Comprehensive Plan and how these signs are categorized by Planning. She stated when you go to downtown Omaha and you see the brightly colored blue signs that direct you to the Omaha Children's Museum, the riverfront, or to the stadium, these non-digital, non-animated signs are examples of wayfinding signs. Palm stated the City of Plattsmouth also has wayfinding signs with their logo on them directing people to areas of interest or tourist spots. She stated when the Comprehensive Plan talks about short term recommendations, she would not categorize a billboard that is used for personal profit or gain as a wayfinding sign as described in the Comprehensive Plan. Palm stated the Future Land Use map for this area is clear and the requested zoning goes against that.

There was no one present to speak in favor of, or opposition to this request. Subsequently, Ackley closed the public hearing.

Ackley asked staff if there was a copy of the previous plat available so the Commission could see the changes made. Palm displayed a copy of the previous plat and explained what changes were made. Discussion ensued regarding the changes and the area where the billboard sign would be located. Ackley asked the developer the reason for not moving forward with the previous plat. Mr. Sudbeck stated they were not ready to move forward with the plat at that time. Ackley asked if the plat was approved without the commercial zoning allowed for the billboard would that work for the developer. Mr. Sudbeck stated it would not work for them.

Sims asked staff if the 150' radius is for light pollution. Palm stated that is the Zoning Ordinance requirements.

Ackley asked staff when the last time a billboard was approved. Palm stated typically the sign permitting process would not come before the Planning Commission unless there is associated zoning for it and the most recent billboard application was for one along Cornhusker Road.

Ritz asked staff if it was the billboard type or the digital part of the sign the Planning Department was not in favor of. Palm stated the billboard does not fit the overall residential site plan. Ritz inquired if the deflection of the signs technology also applies to below the sign. Young stated it would deflect from all directions. Discussion ensued regarding options to the sign that might be satisfactory to the developer.

Peterson stated there is going to be an ongoing need to market this development and as Ms. Palm mentioned there is a development request for property directly south of this one, so it is necessary to draw attention to this specific development.

Ritz stated the diagram showing the 150' radius of this sign appears to go past the developer's property lines. Peterson stated the 150' radius is contained on the developer's property. Palm stated a sign would be a separate permit and this plat was not reviewed for the 150' radius or for a sign permit.

Sims inquired if any other entities have jurisdiction with this sign being near the Kennedy Freeway. Palm stated NDOT would have jurisdiction of the Kennedy Freeway. Sims asked if this plat was approved who would be responsible for the drainage issues. Palm stated ultimately the developer would be, but with the required Gilmore Lake Road improvements that will likely be a joint effort between the developer and the city so the city would take the lead as requested by the city's engineers. She said Bellevue is part of the Papio Watershed so through that partnership there are specific rules regarding drainage and run-off. Palm said the Gilmore Lake Road improvements would improve the existing situation because there would be infrastructure constructed to handle the drainage problem.

Ackley stated from his prospective Mr. Sudbeck has been working on this project for ten years and it has always been proposed for residential housing and multi-family. Ackley stated the necessary zoning for that billboard does not fit in the residential neighborhood.

Perrin asked staff if the City Council approves this plat does the developer have to come back to the Planning Commission for a specific billboard. Palm stated no, once the zoning was approved it would clear the way for them to go through the sign permitting process.

MOTION was made by Ritz, seconded by Sims, to recommend DENIAL of a request to rezone Lots 154 through 199, and Outlots "F" through "K", Spring Ridge, being a platting of Tax Lot 12, Part of Tax Lot 13A, Part of the Irregular Northeasterly Part of Tax Lot 12B, Lot 2, Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to RA, RG-8-PS, BG, and BGH, for the purpose of residential development and a billboard; and preliminary plat Lots 154 through 199, and Outlots "F" through "K",

# MINUTE RECORD

Bellevue Planning Commission Meeting, June 22, 2023, Page 5

Spring Ridge. Applicant: Orchard Valley, Inc. General location: South 21st Street and Gilmore Lake Road. Case #'s: Z-2301-01, S-2301-01. DENIAL of the proposed development based on the outlot configuration and proposed commercial zoning for the purpose of a billboard. DENIAL based upon lack of conformance with the Comprehensive Plan and perceived negative impact to the surrounding development. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING ON July 18, 2023.**

Meeting adjourned at 7:28 p.m.



Dianna Van Horn  
Planning Secretary

# BOARD OF EQUALIZATION MINUTE RECORD

\*5b2.  
7/18/2023

Board of Equalization Meeting, July 5, 2023

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:30 p.m. on the 5th day of July, 2023. Present were Council Members, Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns and Kathy Welch; Absent: None.

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

## Open Meetings Act

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

## Approval of the Agenda

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

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

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

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

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

## Resolution BOE No. 2023-0705-01: Levying of liens for non-payment of costs associated with demolition, and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Welch, seconded by Cook, to approve BOE Resolution No. 2023-0705-01: Levying of liens for non-payment of costs associated with demolition, and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

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

## Adjournment

There being no further business to come before the Board, on motion made by Burns, seconded by Welch at 5:33 p.m., the meeting adjourned.

\_\_\_\_\_  
Susan Kluthe, City Clerk

\_\_\_\_\_  
Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on July 5, 2023; that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened 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

# BOARD OF EQUALIZATION MINUTE RECORD

Board of Equalization Meeting, July 5, 2023

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

# MINUTE RECORD

\*5b3.  
7/18/2023

Bellevue City Council Meeting, July 5, 2023, 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 5<sup>th</sup> day of July 2023 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

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

Notice of this meeting was given in advance thereof by publication in the 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.

## **OPEN MEETINGS ACT**

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

## **APPROVAL OF THE AGENDA:**

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

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

## **APPROVAL OF THE CONSENT AGENDA:**

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

Council Preister requested the Claims to be removed as he has a conflict of interest.

Consent agenda included the following items: Approval of the June 20, 2023 City Council Minutes and Recommend the appointment of Lisa Taylor-Jones to serve the remaining term of Sue Cutsforth, ending August, 2024 and the appointment of Randall Lasenburg, for a 3-year term, ending August, 2026, to the Planning Commission.

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.

## **APPROVAL OF CLAIMS:**

**Motion** was made by Burns, seconded by McCaw, to approve the claims.

Councilman Preister stated he will be abstaining due to a conflict.

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

## **SPECIAL PRESENTATIONS: NONE**

## **ORGANIZATIONAL MATTERS: NONE**

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES:**

**Recommend approval to the Nebraska Liquor Control Commission (NLCC) the Application for Ronald S. Sibal as the new manager for VFW 10727 at 9501 South 25th Street, Bellevue, NE 68147. (Clerk)**

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

With no one in the audience coming forward to speak in support or opposition, Mayor Hike declared the public hearing closed.

**Motion** was made by Cook, seconded by Burns, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the Application for Ronald S. Sibal as the new manager for VFW 10727 at 9501 South 25th Street, Bellevue, NE 68147. 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.

# MINUTE RECORD

Bellevue City Council Meeting, July 5, 2023, Page 2

## ORDINANCES FOR ADOPTION: (Third Reading):

**Ordinance No. 4124: Request to rezone Lots 1 and 2, Childs Estate Acres Replat 7, being a replat of Lot 8, Replat Childs Estate Acres, and Lot 23, Childs Estate Acres, from RG-50 and RS-84 to RG-50 and RS-84, for the purpose of a lot line adjustment. Applicants: Bonifacio Ascencio and Eric Cano. General location: 1001/1003 Virginia Street. (Planning Manager)**

Ordinance No. 4124: An Ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about 1001/1003 Virginia Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

**Motion** was made by Welch, seconded by McCaw, to approve Ordinance No. 4124: An Ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about 1001/1003 Virginia Street, more particularly described in Section 1 of the ordinance and to provide an effective date.

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.

## **Request to small subdivision plat Lots 1 and 2, Childs Estate Acres Replat 7.**

**Motion** was made by Welch, seconded by Casey, to approve small subdivision plat Lots 1 and 2, Childs Estate Acres Replat 7. 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. 4125: Compensation Ordinance as Updated** (HR Director)

Ordinance No. 4125: 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. 4117 and providing for an effective date was read for the second time and a public hearing was held.

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

With no one in the audience coming forward to speak in support or opposition, Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on July 18, 2023.

## ORDINANCES FOR INTRODUCTION (First Reading):

**Ordinance No. 4126: Request to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, from BG to BG and RS-72, for the purpose of commercial and single-family residential development. Applicant: Puglisi House, LLC (Pat and Janelle Vacanti). General Location: South 31st Street and Golden Boulevard. (Planning Manager)**

Ordinance No. 4126: An ordinance to amend the Official Zoning Map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about South 31<sup>st</sup> Street and Golden Boulevard, more particularly described in Section 1 of the ordinance and to provide for an effective date was read for the first time.

Mayor Hike stated the second reading and publish hearing will be heard at the Council meeting on July 18, 2023.

## PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

**Show Cause Hearing on the proposed Condemnation at 12510 S. 9th Street, Bellevue 68123. (Chief Building Inspector)**

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

Mr. Mike Christensen, Chief Building Inspector, provided a presentation and history of the property at 12510 S. 9<sup>th</sup> Street. Discussion followed on information in the staff report from Mr. Christensen.

With no one else in the audience coming forward to speak in support or opposition, Mayor Hike declared the public hearing closed.

# MINUTE RECORD

Bellevue City Council Meeting, July 5, 2023, Page 3

## **Resolution No. 2023-18: Condemning the structure (s) located at 12510 S. 9th Street, Bellevue 68123.**

**Motion** was made by Welch, seconded by Casey, to approve Resolution No. 2023-18: Condemning the structure(s) located at 12510 South 9<sup>th</sup> Street, Bellevue 68123. Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

### **Show Cause Hearing on the proposed Condemnation at 2611 Margo Street, Bellevue 68147. (Chief Building Inspector)**

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

Mr. Mike Christensen, Chief Building Inspector, provided a presentation and history of the property at 2611 Margo Street. Discussion followed on information in the staff report from Mr. Christensen and notification to the property owner.

Mrs. Marlene Glass Nickel, 301 Wayne Street, Liberty, Nebraska, stated she has a couple interested parties in the property. She is considering selling the property to them. She intends to sale the property to her neighbor.

Councilwoman Welch inquired if there is a purchase agreement with her neighbor. Mrs. Nickel replied no. Discussion followed regarding the house being in poor condition over the last several years.

Councilwoman Welch requested clarification if the council votes tonight to condemn the structure, can someone purchase the house prior to it being removed.

Ms. Aimee Bataillon, City Attorney, replied she thinks they can. The issue is how the person is going to make the purchase. If a lender is involved, it may prohibit the sale from going through. Conversation ensued.

Councilman Preister requested an explanation from Mr. Christensen on the timeline of the condemnation process.

Mr. Christensen explained stated if the condemnation moves forward, the condemnation stays with the property. The owners have thirty days to take action to take care of the property. Either have the process in place to have the property demoed or already have it demolished. Mr. Christensen stated this house is full of mold and in extremely poor condition. Conversation ensued.

Mayor Hike clarified if the house was condemned tonight someone could not come in with a plan to renovate the house. Mr. Christensen stated the order would need to be removed. Discussion followed.

Councilman Cook explained to the homeowner the house is to a point it needs to be demolished and is beyond repair. Mr. Christensen stated it would need extensive repair to bring it back into habitable condition.

Councilman Casey stated he visited the property. The neighbors begged him to have the house demolished. He mentioned the smell of the mold was extensive.

With no one else, in the audience coming forward to speak in support or opposition, Mayor Hike declared the public hearing closed.

## **Resolution No. 2023-19: Condemning the structure (s) located at 2611 Margo Street, Bellevue 68147.**

**Motion** was made by Welch, seconded by McCaw, to approve Resolution No. 2023-19: Condemning the structure(s) located at 2611 Margo Street, Bellevue, 68147. Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

### **Show Cause Hearing on the proposed Condemnation at 8418 South 36<sup>th</sup> Street, Bellevue 68147. (Chief Building Inspector)**

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

Mr. Mike Christensen, Chief Building Inspector, provided a presentation and history of the property at 8418 South 36<sup>th</sup> Street. He advised permits were pulled in 2018 and the permits expired. The property is being used for a staging area for construction materials. It is zoned RS-72 which is single family residential.

Councilman Cook questioned if the bid is to remove all the construction materials and trash. Mr. Christensen stated the piles are metal and most likely going to be cashed in.

Councilwoman Welch questioned if the area can still be used for construction. Mrs. Tammi Palm, Planning Manager, explained the property is zoned single family residential and the materials are in zoning violations for single family residential.

# MINUTE RECORD

Bellevue City Council Meeting, July 5, 2023, Page 4

With no one in the audience coming forward to speak in support or opposition, Mayor Hike declared the public hearing closed.

**Resolution No. 2023-20: Condemning the structure (s) located at 8418 South 36<sup>th</sup> Street, Bellevue 68147.**

**Motion** was made by Casey, seconded by Cook, to approve Resolution No. 2023-20: Condemning the structure(s) located at 8418 South 36<sup>th</sup> Street, Bellevue, 68147. Roll call vote on the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**RESOLUTIONS: NONE**

**CURRENT BUSINESS:**

**Approve and authorize the Mayor to sign the Interlocal Agreement with Sarpy County, regarding the purchase of a trained police dog. (Police Chief)**

**Motion** was made by Welch, seconded by Casey, to approve and authorize the Mayor to sign the Interlocal Agreement with Sarpy County, regarding the purchase of a trained police dog. 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 DRE State Training Coordinator Contract with the Nebraska Department of Transportation (NDOT) for salary reimbursement for Lt. Joe Milos's services as the Statewide Drug Recognition Coordinator. (Police Chief)**

**Motion** was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the DRE State Training Coordinator Contract with the Nebraska Department of Transportation (NDOT) for salary reimbursement for Lt. Joe Milos's services as the Statewide Drug Recognition Coordinator. 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 Third Addendum/Extension to the Lease Purchase Agreement with Premier Sports Village LLC, ending August 31, 2023. (Administration/Community Development Director)**

**Motion** was made by Burns, seconded by Casey, to approve and authorize the Mayor to sign the Third Addendum/Extension to the Lease Purchase Agreement with Premier Sports Village LLC, ending August 31, 2023. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with the City of Omaha for the disposal of yard waste ending December 1, 2023, in an amount not to exceed \$21.32 per ton. (Public Works Director/Wastewater and Solid Waste Superintendent)**

**Motion** was made by Cook, seconded by Burns, to approve and authorize the Mayor to sign the Agreement with the City of Omaha for the disposal of yard waste ending December 1, 2023, in an amount not to exceed \$21.32 per ton. 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 Third Addendum with Papillion Sanitation for the reimbursement of processing and disposal fees of yard waste at Oma-Gro. (Public Works Director)**

**Motion** was made by Burns, seconded by Welch, to approve and authorize the Mayor to sign the Third Addendum with Papillion Sanitation for the reimbursement of processing and disposal fees of yard waste at Oma-Gro. 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 Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$11,480.00. (Public Works Director)**

**Motion** was made by Cook, seconded by Welch, to approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$11,480.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with the University of Nebraska Medical Center (UNMC) for Forensic Lab testing beginning July 5, 2023 through July 5, 2024, in an amount not to exceed prices on the Laboratory Fee Schedule attached. (Police Chief/Captain Melvin)**

**Motion** was made by Preister, seconded by Cook, to approve and authorize the Mayor to sign the Agreement with the University of Nebraska Medical Center (UNMC) for Forensic Lab testing beginning July 5, 2023 through July 5, 2024, in an amount not to exceed prices on the Laboratory Fee Schedule attached.

# MINUTE RECORD

Bellevue City Council Meeting, July 5, 2023, Page 5

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) with Bellevue University regarding traffic control. (Legal)**

**Motion** was made by Casey, seconded by Welch, to approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with Bellevue University regarding traffic control. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Agreement with Thiele Geotech Inc. for testing services on the Library Renovations, in an amount not to exceed \$12,169.00. (Public Works Agreement)**

**Motion** was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the Agreement with Thiele Geotech Inc. for testing services on the Library Renovations, in an amount not to exceed \$12,169.00. 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 Amended Interlocal Agreement with Eastern Sarpy Suburban Fire District. (Fire Chief)**

**Motion** was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the Amended Interlocal Agreement with Eastern Sarpy Suburban Fire District. 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 (June report attached)**

**CLOSED SESSION:**

**ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Welch, seconded by Burns, the meeting was adjourned at 7:45 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns and Welch voted yes; voting no: none; absent: None. Motion carried.

---

Susan Kluthe, City Clerk

---

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on July 5, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

---

Susan Kluthe, City Clerk

# MINUTE RECORD

## CLAIMS FOR JULY 18, 2023

### MAYOR

AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	76.28
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	12.95
		<b>\$ 89.23</b>

### CITY ADMINISTRATOR

AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	92.58
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/05/20-2023/06/19	137.22
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	25.05
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	258.90
		<b>\$ 513.75</b>

### LEGAL

AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	92.58
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	25.47
DROP BOX	CASE MANAGEMENT	19.99
NEBRASKA.GOV	CASE MANAGEMENT	48.00
SARPY COUNTY COURT	CLAIM 592 CR 23 2059	34.00
		<b>\$ 220.04</b>

### CABLE ADVISORY

AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	46.29
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	8.63
COX BUSINESS SERVICES	MONTHLY SERVICE 2023/06/19-07/18	9.04
		<b>\$ 63.96</b>

### CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/05/26-2023/06/25	72.06
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	12.95
GRETNA GUIDE & NEWS	LEGAL ADS	606.22
IVY PROPERTIES, IN	IVY PROPERTIES TIF FUND 8778 INTEREST	4,461.48
NEBRASKA SECRETARY OF STATE	NOTARY RENEWAL-HARBIN	30.00
TRISTAR	WORK COMP FUNDING-MAY 2023	910.10
		<b>\$ 6,092.81</b>

### FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	COIN WRAPPERS, OFFICE SUPPLIES, PRINTER SUP	750.55
AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	92.58
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/05/21-2023/06/20	142.87
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	62.73
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
LEAGUE OF NEBRASKA MUNICIPALITIES	2023 LEAGUE ACCT CONF	876.00
MARCEY HORTON	REIMB MILEAGE FOR TRAINING	97.27
NEBRASKA BOARD OF PUBLIC ACCOUNTANTS	MEMBERSHIP RENEWAL	90.00
QUADIENT FINANCE USA, INC	POSTAGE REFILL	2,000.00
RICH SEVERSON	REIMB MILEAGE FOR TRAINING	69.43
		<b>\$ 4,211.43</b>

### LIBRARY

AMAZON.COM, LLC	BOOKS, OFFICE SUPPLIES, PRINTER SUPPLIES, VIDEOS, PROGRAM SUPPLIES	2,442.01
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023-05/31-2023/06/29	416.23
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	43.16
DILLONS CUSTOMER CHARGES	CPS-KITCHEN SUPPLIES	25.26
INGRAM LIBRARY SERVICES	BOOKS	1,938.55
LAURA ANN MISCHKE	REIMB PROGRAM SUPPLIES EXPENSES	60.99

# MINUTE RECORD

## CLAIMS FOR JULY 18, 2023

PAGE 2

### LIBRARY (cont'd)

MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE JUNE 2023	14.04
MICHELLE BULLOCK	REIMB PROGRAM SUPPLIES EXPENSES	127.62
MICROFILM IMAGING SYSTEMS	ANNUAL SERVICE 2023/07/01-2024/06/30	250.00
OMAHA THEATER COMPANY	THEATER WORKSHOP	200.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
VERIZON WIRELESS	MONTHLY SERVICE 2023/05/17-06/16	400.10
WALMART-CAPITAL ONE	WALMART STATEMENT #1649336648 JUN 2023	135.28
ZOOM VIDEO COMMUNICATIONS INC	CPS-SUBSCRIPTION	224.85
		<hr/>
		\$ 6,403.09

### ADMINISTRATIVE SERVICES/PERSONNEL

US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	2,918.07
AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	138.87
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	60.31
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
INSTITUTE FOR COMMUNITY ALLIANCES	ANNUAL AGENCY LICENSE/USER FEE 2022/11/01-2023/10/31	470.00
J P COOKE COMPANY	NAME PLATE-CIVIL SERVICE COMM	43.40
MATRIX BUSINESS SYSTEMS INC	MONTHLY SERVICE, TONER	611.00
OMAHA PUBLIC POWER DISTRICT	2023/05/23-06/21 MONTHLY SERVICE	170.84
UKG INC	PAYROLL SUBSCRIPTION-JUL/SEP 2023	31,323.96
		<hr/>
		\$ 35,766.45

### CODE ENFORCEMENT

AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	431.65
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	25.37
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	597.42
		<hr/>
		\$ 1,054.44

### PUBLIC WORKS

AMAZON.COM, LLC	WALL FILE HOLDER	22.95
AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	345.32
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	51.79
JEO CONSULTING GROUP, INC	BPW-230510 PCSMP REVIEWS THRU 2023/06/16	1,010.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE-JUN 2023	124.08
ONE CALL CONCEPTS	DIGGER'S HOTLINE-JUN 2023	1,136.08
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	2024FY GIS BILLING, AERIAL PHOTO	36,652.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	46.88
		<hr/>
		\$ 39,389.10

### PARKS

ALEXANDER LAWN & LANDSCAPE, INC	EXTRA MOWING-BLV ROCKS	2,926.00
ALEXANDER LAWN & LANDSCAPE, INC	MOWING	1,066.40
AMAZON.COM, LLC	CPS-DOG WASTE ROLL BAGS	168.29
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	764.00
AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	86.33
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/05/18-2023/06/17	11.47
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	38.84
CREATIVE SITES, LLC	MISC HARDWARE FOR PARKS	557.84
DAY ELECTRIC SERVICE, INC	REPLACE BUBBLER AND CORDS IN FOUNTAIN IN LAKE, REPAIR SCOREBOARDS	5,442.70
PRECISE MRM LLC	FLAT DATA PLAN	288.00
TRISTAR	WORK COMP FUNDING-MAY 2023	201.31
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	4,418.74
		<hr/>
		\$ 15,969.92

# MINUTE RECORD

## CLAIMS FOR JULY 18, 2023

PAGE 3

### RECREATION

ALYSSA KURCZ	REFUND POOL PARTY DEPOSIT	130.00
AMAZON.COM, LLC	WALL CLOCKS	63.82
AMERICAN FOODS GROUP	CONCESSION SUPPLIES	153.20
ARIANA NELSON	REFUND TENNIS LESSONS	50.00
AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	92.58
BAKERS BELLEVUE	CONCESSIONS	209.89
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	54.52
DICK'S CLOTHING AND SPORTING GOODS	CPS-LIFEGUARD WHISTLES	759.60
DILLONS CUSTOMER CHARGES	CPS-CONCESSION SUPPLIES	1,567.82
JEMILA IBRAHIM	REFUND SWIMMING LESSONS	40.00
KAREN LOPEZ	REFUND SWIMMING LESSONS FEES	40.00
LESLIE SHAW	REFUND TENNIS LESSONS	200.00
MELISSA McCORMICK	REFUND POOL PARTY DEPOSIT	130.00
MICHELLE CLAPPER	REFUND POOL PARTY DEPOSIT	130.00
MIDWEST IMPRESSIONS	BASEBALL/SOFTBALL T-SHIRTS	848.30
PRIMA DISTRIBUTION	CONCESSIONS	88.03
SAM'S CLUB DIRECT	CONCESSION SUPPLIES	1,425.10
TENNIS COURTS UNLIMITED	RESURFACE TENNIS COURT-NORMANDY	8,850.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	529.39
WESTLAKE ACE HARDWARE	FIELD WORK EQUIP	43.96
		<hr/>
		\$ 15,406.21

### FACILITY MAINTENANCE

AMAZON.COM, LLC	WATER PRESSURE TEST GAUGE	18.97
AQUA-CHEM	CHEMICALS FOR POOL-GILBERT	90.00
AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	138.87
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	4.32
DWAYNE NIELSEN	CABLED OUT DRAIN-PD WOMENS LOCKER	630.00
GEARHART CONSTRUCTION & PLUMBING INC	VALVE INSTALLATION-DIST 1	1,734.49
IDEAL PURE WATER COMPANY	BOTTLED WATER	30.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	140.32
MENARDS	BLUE DISC SET, CRIMPING/CUTTING PILE	26.36
OMAHA PUBLIC POWER DISTRICT	2023/05/11-06/12 MONTHLY SERVICE	96.24
OVERHEAD DOOR CO OF OMAHA	PHOTOCELLS	158.00
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING-JULY	333.84
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	1,231.05
TITANIUM FIRE SPRINKLER COMPANY	LEAK TO FIRE SPRINKLER SYSTEM-MAINT SHOP	1,450.00
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	512.06
TRICO MECHANICAL SERVICES	AC MAINTENANCE-SENIOR CENTER, CAPACITOR-TOWER SITE	2,823.58
TRISTAR	WORK COMP FUNDING-MAY 2023	3,732.18
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	601.38
WESTLAKE ACE HARDWARE	MOP HANDLE	16.99
		<hr/>
		\$ 13,768.65

### CEMETERY

AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	46.29
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	4.32
MENARDS	SUPPLIES	79.96
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	710.53
		<hr/>
		\$ 841.10

# MINUTE RECORD

## CLAIMS FOR JULY 18, 2023

PAGE 4

### STREETS

AMAZON.COM, LLC	ICE MAKER MACHINE, LEVEL KIT, SIGNS, OFFICE SUPPLIES, DESCALER, ICE BAGS	1,175.30
AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	231.45
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/05/12-2023/06/11	56.30
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	38.84
COMMONWEALTH ELECTRIC CO OF THE MIDWEST	BPW-220107 GALVIN INTERSECTION IMP THRU 2023/06/30	28,075.64
DREF'S TREE SERVICE	CUT TREES AWAY FROM STREET LIGHTS	3,350.00
ERIC BRUCE AND/OR ALICIA SARI	EASEMENT PAYMENT 36TH ST SHERIDAN	17,430.00
JMN CONSTRUCTION, LLC	BPW-221019 GALVIN PED BRIDGE DEMO	53,565.75
LANDON C MENEAR AND/OR MARY A	EASEMENT PAYMENT 36TH ST SHERIDAN	2,730.00
LOGAN CONTRACTORS SUPPLY	SHOT MELTER, WATER WAX, SAW BLADES, BOOTS	53,140.86
MARTIN ASPHALT	ASPHALT TACK	184.00
MENARDS	DRILL BIT, PLUMBING SUPPLIES, LUMBER	172.58
METRO LEASING	8748 LEASE-2023/06/26 INT'L TRUCKS (6)	26,953.86
MICHAEL J BAILEY	REIMB FOR CDL FEES	64.00
MIDWEST FENCE COMPANY	MOBILIZATION, TRAFFIC CONTROL	4,625.00
OLSSON ASSOCIATES	BPW-220712 PROF SVCS BLINE ST THRU 23/06/10	891.56
OMAHA PLBLIC POWER DISTRICT	MONTHLY SERVICE, STREET LIGHTING	93,908.80
OMNI ENGINEERING	ASPHALT	999.40
PHILLIP W NICHOLS AND/OR LISA A NICHOLS	EASEMENT PAYMENT 36TH ST SHERIDAN	2,850.00
PRECISE MRM LLC	FLAT DATA PLAN	1,700.00
READY MIXED CONCRETE COMPANY	CONCRETE	24,466.86
SOUTHERN CARLSON, INC	SPINDLE LOCKS TUBE	7.78
TRISTAR	WORK COMP FUNDING-MAY 2023	1,700.25
UMB BANK - TRUST OPERATIONS	SER. 2019 HAFP PRINCL ISSUE DATE 3/1/2019	155,000.00
UMB BANK - TRUST OPERATIONS	SER. 2019 HAFP INT ISSUE DATE 3/1/2019	33,250.00
UMB BANK - TRUST OPERATIONS	SER. 2017 HAFP INT ISSUE DATE 12/28/2017	50,357.50
UMB BANK - TRUST OPERATIONS	AGENT PAYING FEES	600.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	4,168.77
WESCO DISTRIBUTION	POLE STABILIZER KITS	1,300.00
		<b>\$ 562,994.50</b>

### FLEET MAINTENANCE

ACCUPRINT LASER SERVICES	TONER CARTRIDGE	144.95
AGRIVISION EQIPMENT GROUP	HP ULTRA SY	128.16
ALLIED OIL & SUPPLY COMPANY	DRY DIESEL, OIL	3,218.75
AMAZON.COM, LLC	BUMPER AND FENDER PINS RETAINERS, BATTERIES, FILE CABINET, SWITCHES, SPRAY GUN,	1,098.05
ARROW TOWING	TOW CHARGE-MED 21, ENG 21	650.00
AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	46.29
AUTO VALUE PARTS - SOUTH OMAHA	WHEEL NUTS, DISC BRAKE CALIPER PINS, SPARK PLUGS, VALVE, BRAKE PADS	508.60
AUTOMOTIVE WAREHOUSE DIST, INC	BRAKE FLUID, PRIMELINE, SCRAPERS, THREADLOCKER, PARTS	2,181.89
BAUER BUILT TIRE & SERVICE	TIRES	4,995.93
BAXTER FORD	CLIP, FAN, RESISTORS	332.62
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/05/20-2023/06/19	50.59
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	30.21
CERTIFIED TRANSMISSION	TRANS DIAGNOSIS-ST33	100.00
CORNHUSKER INTERNATIONAL TRUCKS	COUPLING, HOSE	206.61
CORNHUSKER INTERNATIONAL TRUCKS	TURBO EXHAUST PIPE	1,741.18
DULTMEIER SALES LLC	WINGNUTS, GASKETS	21.20
EDWARDS CHRYSLER DODGE JEEP RAM	RADIATOR HOSES, FAN, THERMOSTAT	532.27
EDWARDS CHRYSLER DODGE JEEP RAM	CANISTER HOSE	45.56

# MINUTE RECORD

## CLAIMS FOR JULY 18, 2023

PAGE 5

### FLEET MAINTENANCE (cont'd)

FACTORY MOTOR PARTS CO	MOTOR & PUMP ASSY, FILTERS	39.03
FACTORY MOTOR PARTS CO	WIRE ASSEMBLY, BRAKE PADS, THERMOSTAT, WIPER BLADES, FILTER	615.40
GRAHAM TIRE COMPANY	TIRES	695.00
HARBOR FREIGHT TOOLS	CPS-NEVER-FLAT WHEEL	39.99
INTERSTATE BATTERIES	BATTERIES	605.09
J & J SMALL ENGINE SERVICE	NOTCHED BLADE, PINS, SPRINGS	364.48
JIM HAWK TRUCK TRAILERS	CARTRIDGE, VALVE	284.91
JOHNSTONE SUPPLY	CPS-INSULATOR	32.50
KRIHA FLUID POWER CO	BRASS MOUNT, PIPE, CAPS, PLUGS	228.60
LINE-X OF IRVINGTON	OTT FLAT BED	2,369.00
MACQUEEN EQUIPMENT, LLC	BRACKETS, WHEEL CHOCK, OIL, SOLENOID	2,747.16
MATHESON TRI-GAS INC	WELDING SUPPLIES	300.42
MENARDS	CLEANSER, FAN, STOWAWAY, BRACE, BATTERIES	146.89
MENARDS	CHAIN LUBE, PROPANE	92.85
MURPHY TRACTOR	CONTROL VALVE, WIPER BLADES, ISOLATORS	3,284.34
NAPA AUTO PARTS	OIL, BRAKE DRUMS, FILTERS, SOLENOID, TIRE VALVES, CONNECTORS, GLOVES, PARTS	1,868.60
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	RIVETS, NUTS, BRIDGE PINS, TY-RAP, CONNECTORS, TORQUER TOOL, DRILL BITS	1,336.30
NMC GROUP, INC	CAP PLUGS	5.23
NORTH CENTRAL EMERGENCY VEHICLES	VENT, FREON VALVE	350.87
O'REILLY AUTO PARTS	LIGHT SOCKETS, DRYING TOOLS	65.07
STATE STEEL	TUBING	929.80
THERMO KING CHRISTENSEN	BLOCK TYE	22.18
TOYNE, INC	SUPER 30 AUTO EJECT	661.79
TRUCK CENTER COMPANIES-OMAHA	BRAKE SLACK ADJUSTERS, DRUM BRAKES	709.32
UNITED AUTO RECYCLERS	2011 FORD F350 COLUM SHIFT, PEDALS	200.00
UPS STORE	FREIGHT TO SHIP REFRIGERATOR-MED 21 & 41	258.20
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	543.15
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	269.58
WAYTEK, INC	CIRCUIT BREAKER, CRIMPER, SOCKETS, FUSES	598.33
		<b>\$ 35,696.94</b>

### SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING	587.02
		<b>\$ 587.02</b>

### PLANNING

AMERICAN PLANNING ASSOCIATION	RENEW MEMBERSHIP-PALM	276.00
AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	46.29
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/05/18-2023/06/17	142.98
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	12.95
GRETNA GUIDE & NEWS	LEGAL AD	54.69
PAPIO MISSOURI RIVER NRD	SO SARPY WATERSHED PARTNERSHIP DUES	26,000.00
		<b>\$ 26,532.91</b>

### PERMITS & INSPECTIONS

AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	277.74
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/05/18-2023/06/17	136.70
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	21.58
DIGITAL BUYER	SOFTWARE	396.00
THE FRAZIER CO	REFUND 80% OF PERMIT FEE	30.56
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	1,117.55
		<b>\$ 1,980.13</b>

# MINUTE RECORD

## CLAIMS FOR JULY 18, 2023

PAGE 6

### POLICE

88 TACTICAL GROUP INC	CPS-TRAINING-HIGH THREAT CQC INST-LARR	750.00
AARON JEZEK	REIMB FOR TESTING FEE FOE FAA DRONE	175.00
AERIAL OPTICS LLC	DRONE INSTRUCTOR CLASS FEES	1,033.60
AMAZON WEB SERVICES, INC	AMAZON WEB SERVICES-JUNE 2023	416.44
AMAZON.COM, LLC	VIDEOS, OFFICE SUPPLIES, MARKING PAINT, RESTRAINTS, FILTERS, WIRE HOOKS, WINDSHIELD	1,986.10
A-RELIEF SERVICES	PORTABLE RESTROOMS-GUN RANGE	136.00
AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	4,349.90
AUTO BODY AUTHORITY	REPAIR CRUISER 801	602.60
BROWN & BLUE RESEARCH & TRAINING	CPS-CREDIT-UNIFORMS	(995.00)
CANDLEWOOD SUITES	CPS-LODGING-EMERGENCY VEHICLE OPERATOR- MANNING, MARKVE	1,487.15
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/05/17-2023/06/16	410.77
CASEYS GENERAL STORE #2966	CPS-GAS FOR U-HAUL-BEES	80.43
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	369.76
CIOX - HEALTHPORT	SUBPEONA FOR MEDICAL RECORDS	20.00
CITY OF OMAHA	OFF-SITE INCINARATION-JAN/MAR 2023	1,066.20
COURTYARD WINSTON-SALEM, NC	CPS-LODGING-DRE FIELD CERT-MILOS	553.75
CULLIGAN OF OMAHA	BOTTLED WATER 2023/07/01-2023/07/31	397.85
CUSTOM AUTO REBUILDERS	REPAIR TOYOTA UNIT 820	2,146.47
DOLLAR TREE	CPS-SUPPLIES FOR WELCOME CEREMONY	13.44
DRURY HOTELS	CPS-LODGING-MAGNET AXION EXAM-PAGE	604.88
EARL JOHNSON	REIMB FOR TESTING FEE FOE FAA DRONE	175.00
ENVATO ELEMENTS	CPS-ANNUAL FEE 2023/06/08-2024/06/08	198.00
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGES	69.51
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	800.00
GREAT PLAINS UNIFORMS	UNIFORMS ITEMS-7 EMP	1,413.21
HOLIDAY INN	CPS-LODGING-FEMALE ENFORCER-OGEA	208.12
HUB INTERNATIONAL GREAT PLAINS	ACTUARY CALCS-POLICE DB RETIREMENT	450.00
HY-VEE STORES #1514	CPS-SUPPLIES FOR WELCOME CEREMONY	23.97
INFOSAFE SHREDDING	SHREDDING SERVICE	90.00
INT'L HOMICIDE INVESTIGATORS ASSOC	CPS-BASIC HOMICIDE TRAINING-SPENCER	425.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-BPD	89.68
JOE MILOS	REIMB TRAINING EXPENSES-DRE FIELD CERT	577.71
JUMPERS 4 YOU	BOUNCE HOUSES FOR NNO	995.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE-JUN 2023	391.64
MENARDS	SCREWS, CABLE TIES	37.04
MYZONE, INC	CPS-WELLNESS PROGRAM-MAY/JUN 2023	150.00
NEBRASKA FURNITURE MART	75IN TVS, WALL MOUNT FOR TRAINING	3,333.64
NEBRASKA LAW ENFORCEMENT TRAINING	CPS-TEST FEES	325.00
PODS ENTERPRISES, LLC	CPS-STORAGE FOR EVIDENCE	238.00
PORTABLE STORAGE OF NEBRASKA, LLC	CONTAINER RENTAL 2023/06/26-2023/07/25	328.00
SAM'S CLUB DIRECT	CPS-SUPPLIES FOR WELCOME CEREMONY	79.15
SOUTHWEST AIRLINES	CPS-AIR FARE-PUBLIC SAFETY TRNG-MANNING	329.96
TRISTAR	WORK COMP FUNDING-MAY 2023	31,039.68
U.S. CELLULAR	MONTHLY SERVICE 2023/06/09-07/08	88.56
U-HAUL	CPS-U-HAUL RENTAL-BEES	182.06
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	16,272.36
VITKOS	CPS-UNIFORMS	148.70
		<b>\$ 74,064.33</b>

### FIRE & RESCUE

2023 EMS EXPO/CONFERENCE	CPS-2023 EMS EXPO CONFERENCE-LENTSCH	710.00
AMAZON.COM, LLC	BOOTS, OFFICE SUPPLIES, UNIFORMS ITEMS	579.94
AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	1,958.05
BELLEVUE-PANERA	CPS-FOOD FOR BC TESTING	51.06

# MINUTE RECORD

## CLAIMS FOR JULY 18, 2023

PAGE 7

### FIRE & RESCUE (cont'd)

BIG RED LOCKSMITHS	KEYS FOR MULE	22.04
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	109.99
DANKO EMERGENCY EQUIPMENT	FIRE BOOTS, RAM PACKAGE	467.48
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
FIRST WATCH	CPS-FOOD FOR BC TESTING	128.37
OMAHA PUBLIC POWER DISTRICT	2023/05/30-06/28 MONTHLY SERVICE	99.27
TRISTAR	WORK COMP FUNDING-MAY 2023	23,684.32
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	9,813.92
VARSITY SPORTS CAFE	CPS-FOOD FOR BC TESTING	53.81
		<u>\$ 37,686.20</u>

### NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	ACCOUNT ANALYSIS CHARGE	5.00
CANTH AWARDS	CPS-45YRS OF SERVICE AWARDS AND PLAQUES	240.00
GOTOMEETING	CPS-MONTHLY CONFERENCE CALLS	17.12
ABBY HIGHLAND	CDBG CONSULTANT EXPENSES-JUN 2023	621.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
TASC - TOTAL ADMINISTRATIVE SERVICES	2023/09/30Q TASC FSA ADMIN FEES	1,696.32
WESTLAKE ACE HARDWARE	BUG SPRAY FOR BELLEVUE ROCKS	23.98
CENTURY LINK	2023/05-20-06/19 MONTHLY SERVICE	325.35
HEARTLAND MARKETING &	SOCIAL MEDIA MGT, GRAPHIC DESIGN	3,402.74
		<u>\$ 6,456.51</u>

### INFORMATION TECHNOLOGY

AMAZON.COM, LLC	DOCKING STATIONS, SWITCHES, SOFTWARE	1,719.77
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
		<u>\$ 1,789.72</u>

### 2206 LONGO DR - NEW LIBRARY

C&E INDUSTRIES	JANITORIAL SERVICES - DAY COMMON AREA & VA	1,287.46
C&E INDUSTRIES	JANITORIAL SERVICE - DAY COMMON AREA & VA	3,991.10
COX BUSINESS SERVICES	2023/5/27 - 6/26 SERVICE	126.82
JIFFY/LEVENSPPN'S SUPPLY	SUPPLIES	955.41
METROPOLITAN UTILITIES DIST	2023/05/6 - 6/5 GAS & WATER	1,314.51
MMC MECHANICAL CONTRACTORS, INC	LEAKING BOILER PIPE	260.00
MMC MECHANICAL CONTRACTORS, INC	QTRLY PREV. MAINT. & HEAT IN CONF ROOM	3,507.23
OMAHA PUBLIC POWER DISTRICT	2023/04/21-5/23 SERVICE	5,895.54
PAPILLION SANITATION	2023/6/1-30 SERVICE	289.28
PRESTO-X	2023/05/24 PEST CONTROL MAINT	107.00
SELDIN LLC	CLEAN BRANCH MAIN, RESET TOILET	747.05
SELDIN LLC	MANAGEMENT FEES	1,450.00
SELDIN LLC	PAY SCAN FEES	102.85
SELDIN LLC	REPLACE LIGHTS, SHUT OFF SPRINKLER	1,423.57
SELDIN LLC	REPLACE MOP SINK FAUCET, TOILET, A/C REPAIR	968.34
SELDIN LLC	PAY SCAN FEES & POSTAGE	26.10
WATERLINK INC	MONTHLY WATER TREATMENT SERVICE - JUNE 2023	431.63
		<u>\$ 22,883.89</u>

### WASTEWATER

AMAZON.COM, LLC	PRINTER SUPPLIES	349.29
AT&T MOBILITY	2023/05/22-06/21 MONTHLY SERVICE	1,361.35
CENTURY LINK	2023/06/22-07/21 MONTHLY SERVICE	442.72
CENTURY LINK	MONTHLY SERVICE 2023/06/13-07/12	200.89
EMBRIS GROUP LLC	BPW-230307 BLUFF LIFT STATION 2023/06/30	1,136.00
EMBRIS GROUP LLC	BPW-230611 OLD TOWN REHAB 2023/06/30	3,945.00
INDOFF, INC	OFFICE SUPPLIES	116.62

# MINUTE RECORD

## CLAIMS FOR JULY 18, 2023

PAGE 8

### WASTEWATER (cont'd)

J & J SMALL ENGINE SERVICE	REPAIR CONCRETE SAW	241.59
LAMP RYNEARSON & ASSOCIATES	QUAIL CREEK STATION TOPOGRAPHIC THRU 2023/04/01	6,000.00
NAPA AUTO PARTS	CARTRIDGE, RTU EXTENSION	42.32
OMAHA PUBLIC POWER DISTRICT	BPW-201109 NEW TRANSFORMER SO LIFT	82,000.00
UMB BANK - TRUST OPERATIONS	SER. 2018 WW REV PRINC ISSUE DATE 6/28/2018	130,000.00
UMB BANK - TRUST OPERATIONS	SER. 2018 WW REV INT ISSUE DATE 6/28/2018	21,960.00
UMB BANK - TRUST OPERATIONS	PAYING AGENT FEES	300.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - JUN 2023	4,551.15
		<u>\$ 252,646.93</u>

### COMMUNITY BETTERMENT

DISPLAY SALES	CPS-FLAGS FOR THE AVENUE OF FLAGS EVENT	3,602.52
OMAHA PUBLIC POWER DISTRICT	2023/06/26 MONTHLY SERVICE	100.42
		<u>\$ 3,702.94</u>

### COMMUNITY DEVELOPMENT

GRETNA GUIDE & NEWS	LEGAL AD	80.37
HABITAT FOR HUMANITY OF OMAHA	SINGLE FAMILY REHAB-7302 S 30TH	38,000.00
ABBY HIGHLAND	CDBG CONSULTANT EXPENSES-JUN 2023	3,318.75
LIFT UP SARPY COUNTY	COMMUNITY ASSISTANCE-JUNE 2023	4,560.97
		<u>\$ 45,960.09</u>

### LAW ENFORCEMENT

DA'VON BARNES	REFUND EVIDENCE MONEY	985.00
TESLOACH REATH	REFUND EVIDENCE MONEY	4,590.00
		<u>\$ 5,575.00</u>

### G.O. BONDS

UMB BANK - TRUST OPERATIONS	SER. 2019 PSTAB INT ISSUE DATE 4/30/2019	74,825.00
UMB BANK - TRUST OPERATIONS	SID 269 SER 209 INTEREST ISSUED 6/15/2019	4,001.25
UMB BANK - TRUST OPERATIONS	SID 180 SER 2018 (UNREFUNDED) INTEREST ISSUED 12/28/2018	80.00
UMB BANK - TRUST OPERATIONS	PAYING AGENT FEES	2,700.00
		<u>\$ 81,606.25</u>

**TOTAL CLAIMS FOR JULY 18, 2023** \$ 1,299,953.54

**TOTAL PAYROLL FOR JULY 7, 2023** \$ 1,569,030.13

\*8a.  
7/18/2023



We Influence The World!

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

## MEMO

To: Council President Paul Cook & Council Members

From: Rusty Hike, Mayor

Subject: Reappointments to the Planning Commission

Date: July 7th, 2023

Please consider the following for reappointment to the Planning Commission.

Michael Perrin  
1304 Robinwood Drive  
Bellevue, NE 68005  
402-618-8013  
He will serve a three-year term ending August 2026

Todd Aerni  
5159 Waterford Ave Circle  
Bellevue, NE 68123  
402-981-8365  
He will serve a three-year term ending August 2026.

# Michael G. Perrin

1304 Robinwood Drive, Bellevue, NE 68005

Phone: 402-618-8013 E-Mail: [888stmichael@gmail.com](mailto:888stmichael@gmail.com)

## Profile

In August of 2001 I began my career with the Sarpy County Sheriff's Office. During these 22 years, I have worked in numerous areas of the department including the Juvenile Justice Division, Jail Division, Road Patrol Division, and Investigations Division. While working in these divisions, I have been a member or participated in the Field Training program, Drug Recognition Expert, the Bike Patrol, the Firearms Unit, the Emergency Services Unit, and the Metro Fugitive Task Force. I am also currently the vice-chairman for the Sarpy County Sheriff's Merit Commission.

Beyond the office, I am a father to three amazing boys ages 17, 16, and 14, and I have been married to my wife, Stephanie, for almost 20 years. All three of our boys will be at Bellevue East this year, with my youngest starting his freshman year in August. They are very energetic and participate in several activities throughout the year. I was appointed to the Bellevue Planning Commission in December 2017 and have learned a lot in that role. Also in December 2017, I completed the University of Nebraska-Omaha, Certified Public Manager program.

- Emergency Services Unit/SWAT
- ESU Lead Firearms Instructor
- Field Training Officer
- Firearms Unit
- Bike Patrol
- Bellevue Planning Commission
- Recognition Committee
- Merit Commission
- Field Sobriety Instructor
- Drug Recognition Expert
- Metro Fugitive Task Force
- Certified Public Manager
- 5 Division Commander Recognition Letters
- Unit Commendation
- Unit Citation
- Elman/Fawcett Award Recipient
- Field Training Supervisor

## Experience

### Juvenile Justice Division

August 2001 to December 2001

- In August of 2001 I was hired as a deputy for the Sheriff's Office. Because I was a few weeks shy of my 21<sup>st</sup> birthday, I worked in the Juvenile Justice Division for several months. I began training at the Nebraska Law Enforcement Training Center in January of 2002.

### Jail Division

March 2002 to August 2004

March 2016 to August 2018 (Sergeant)

- After graduating from the academy in March of 2002, I completed the FTO program and was assigned to the Jail division. I served on road patrol during this period from August to November of 2003.
- In 2003 I attended the field training officer class and trained new deputies in the jail.
- In March of 2016 I was promoted to Sergeant and assigned to C shift in the Jail Division. In January of 2018 I moved to B Shift

**Road Patrol Division**

**August 2004 to March 2010**

**November 2015 to March 2016**

**August 2018 to April 2022 (C shift Sergeant)**

- In August of 2004 I was transferred to the Road Patrol Division where I spent the several years on night shift and then transferred to day shift.
- During my time in the Road Patrol Division, I attended several drug classes and was certified as a DRE and as a Field Sobriety Instructor. I have completed the Leadership in Police Organizations training and have also trained several deputies in the FTO program.
- In August 2018 I was transferred to C shift, where I have had the opportunity to supervise some amazing Deputies.

**Warrants Unit/ Investigations Division**

**March 2010 to November 2015**

**April 2022 to Present**

- In March of 2010 I was selected for the Warrants Unit and was also made a part of the Metro Fugitive Task Force.
- I was able to attend several valuable classes through the U.S. Marshals Office to include firearms, CQB building searching, tactical first-aid, legal issues, gang and street crimes, and several more. I also received advanced training in Reid Interview and Interrogation.
- While serving in the Investigations Division I was selected to the ESU team, Firearms Unit, and Bike Patrol. I was also appointed as the ESU team's lead firearms instructor.
- In April 2022 I was selected as the Warrants Unit Supervisor.

## **Recognition/Awards**

### **Division Commanders Recognition**

I have received five Division Commanders Recognition letters. First, for helping to organize a multi-agency warrants sweep. Second, for apprehending a murder suspect in Omaha. Third, for tracking down a wanted felon for a first degree sexual assault who had been on the run for over eight years. My fourth letter came for my time and effort given to the Warrants Unit. Most recently, I received my fifth recognition for assisting in apprehending a robbery suspect at the Wal-Mart on Wickersham Blvd.

### **Unit Commendation**

As a part of the Jose Quintero investigation, a unit commendation was issued to numerous deputies. I was included in this commendation for my contributions to the case.

### **Unit Citation**

As a part of the ESU team, I was awarded a Unit Citation for my part in a stand off at 20714 S. Hwy 50. This incident involved a man was holding his 13-year-old daughter hostage and had been threatening to blow up the house.

### **Michael Elman Ryan Fawcett Award**

At the 2016 FOP Holiday Party I was awarded the Elman/Fawcett award by FOP Lodge 3 for my efforts and commitment to the Sarpy County Sheriff's Office.



# Todd M. Aerni

5159 Waterford Avenue Circle, Papillion, NE 68133 • 402-981-8365 • tmaerni@gmail.com

**Objective** To move the your organization into the future by combining my successful leadership, strong ethics, proven customer service, innovative and proactive public relation skills as a local government manager.

**Experience** Hillcrest Real Estate Development (Vice President) 2022-Present  
Responsible for creating and maintaining Hillcrest commercial properties and assuring that the assets are well managed by the tenants resulting in increased value.

- Development responsibilities are identifying raw ground, plans the financing and building of the property, secures tenants, leads communication and all approvals (i.e. zoning, platting, permits, etc.) with any authorities having jurisdiction (i.e. SFM, County, City, etc.), creates lots, installs utilities, streets, and builds the property.
- Assures life safety and building code measures are implemented in the development or renovations of real estate as it applies to the occupant of the property.
- Consult with tenants as needed for tenant improvements.
- Understand and can determine real estate value and marketability of developing a particular asset
- Hire and supervise architects and designers to plan and design projects that can be financed and leased at a profit. Hires and supervise contractors to build or renovate physical plant assets
- Develop financial proformas that forecast the development costs, NOI, equity, financing and lease payments of the property

Hillcrest Health Services (Facilities Management Director) 2014-2022  
Responsible for developing and implementing systems of maintenance and environmental services for all properties, buildings, grounds, major movable equipment and vehicles that Hillcrest Health Services owns or manages. Provide planning, leadership, coordination and technical direction for company maintenance and environmental services teams through the effective team work of the Administrator, COO and VP of Facility Operations, VP of Home and Community Services, and CFO.

- Business Development
- Coordinating construction and renovation related projects
- Capital planning
- Efficient, effective, and proactive building maintenance and ES programs
- Overseeing grounds maintenance
- Vehicle fleet management
- Consistent and accurate procurement of equipment for building, grounds, maintenance, laundry and housekeeping systems
- Oversight of life safety code compliance related to buildings and grounds

#### City of Papillion, NE (Chief Building Official) 2007-2014

Responsible for the administration and operation of the City's permits, inspections and code enforcement process through planning, direction, coordination and technical activities and supervision over five employees as they pertain to the zoning, construction, alteration, renovation or repair of all structures and development within the city and surrounding jurisdictions.

- Expanded knowledge of community development & redevelopment
- Multiple municipal facility expansions and renovations
- Wide range of historic preservation knowledge
- Interpret city codes and regulations to owners, private contractors, government officials, businesses, and the general public
- Develop and administer city budget- \$16M General Fund/ \$48M Total
- Develop and administer capital budget
- Streamlined Code Enforcement procedures
- Strategic Planning
- Leadership and IT committee member
- Papillion Day's Parade Coordinator
- Papillion's Downtown Building Guidelines Author
- Papillion's Digital Stop Program Creator & Designer
- Papillion Extreme 5K Creator & Director

#### City of Lincoln, NE (Plans Examiner/ Building Inspector) 2004-2007

Responsible for review of construction plans to ensure conformance to adopted codes and other ordinances enforced by the City; perform field inspections and enforce municipal code provisions pertaining to public welfare, safety, public nuisance, building, property maintenance and structure design; explains regulations relating to municipal code provisions to the owners, private contractors, and the general public.

- Commercial and residential plan review and inspections
- Customer Service Center
- Expanded knowledge of community development
- Wide range of historic preservation knowledge
- Maintain department archives and records retention

#### Vantage Pointe Homes (Site Supervisor), Lincoln, NE 2002-2004

Responsible for site coordination on construction projects which included supervision over fifteen employees and multiple sub-contractors; primary responsibility was to ensure that construction occurred according to schedule and within budgetary guidelines without sacrificing quality; communicated time lines and budgetary constraints with all parties responsible for completing a phase of a project.

- Facilitate all permitting, regulatory processes and interaction with local governments, planning departments and building departments throughout the Midwest
- Punch list & Warranty

Lyon Enterprises LLC (Draftsman/ Site Supervisor), Lincoln, NE 2000-2002

Responsible for all drafting related services and for site coordination on construction projects which included multiple sub-contractors; primary responsibility was to ensure that construction occurred according to the design, schedule and within budgetary guidelines without sacrificing quality. Lyon Enterprises consists of four companies in one. Dennis J. Lyon Architects is a full service architectural firm. Lyon Construction provides quality construction and construction management. The Plan Man is a contract drafting service providing residential and commercial plans, and related graphic arts. Keystone Homes designs and builds custom homes.

- Facilitate all permitting, regulatory processes and interaction with local governments, planning departments and building departments
- Commercial and residential drafting
- Finish carpentry
- Punch list & Warranty

<b>Achievements</b>	Leadership ICMA Graduate ICMA's Senior Executive Institute Graduate Leadership Sarpy Graduate Sarpy County Swim Club Board Member "Suburban 40 under 40" Recipient 2010 Nebraska Code Official of the year Southeast Community College Academic Advisor Committee President of Nebraska Code Officials Association Multiple International Code Council Certifications Multiple National Incident Management System (NIMS), Incident Command System (ICS) and FEMA Certifications
<b>Education</b>	Masters of Public Administration Degree- Bellevue University, Bellevue, NE, January 2013  Bachelors of Science Degree in Management- Bellevue University, Bellevue, NE, 2010  Associates of Science Degree in Architectural Engineering Technology – Southeast Community College, Milford, NE, 2000
<b>Professional/ Community Activities</b>	Nebraska Energy Code Collaborative committee member American Planning Association member International Facilities Management Association member Colorado Chapter of the International Code Council member American Association of Code Enforcement member Former Nebraska Hunter Education instructor & youth deer hunting mentor Youth soccer, basketball, and football coach
<b>Interpersonal Skills</b>	Maintain integrity in my public and private life Building trust with citizens, customers, and employees Leaving a lasting legacy Energetic and hands-on

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/18/2023		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 new Manager for Kwik Shops #670; #675, #688 and #689 - Cassandra Gerih

SYNOPSIS/BACKGROUND:

Manager application received for Cassandra Gerih for the following at Kwik Shop # 670, 2103 Capehart Road; Kwik Shop # 675, 502 W. Mission Avenue; Kwik Shop # 688, 602 Galvin Road, and Kwik Shop # 689, 4151 Harrison Street, all located in Bellevue and was turned directly into the Nebraska Liquor Control Commission (NLCC) by the applicant. NLCC forwards the application to the City Clerk's Office. The City Clerk sends the application to Bellevue Police Department for review. The City Clerk then submits the application to the City Council for their review and recommendation to the NLCC. The recommendation is then forwarded to the NLCC for approval or denial.

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:

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for new Manager for Cassandra Gerih at Kwik Shop # 670, 2103 Capehart Road; Kwik Shop # 675, 502 W. Mission Avenue; Kwik Shop # 688, 602 Galvin Road, and Kwik Shop # 689, 4151 Harrison Street, all located in Bellevue, Nebraska.

ATTACHMENTS:

1. Application	2. Police Report	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

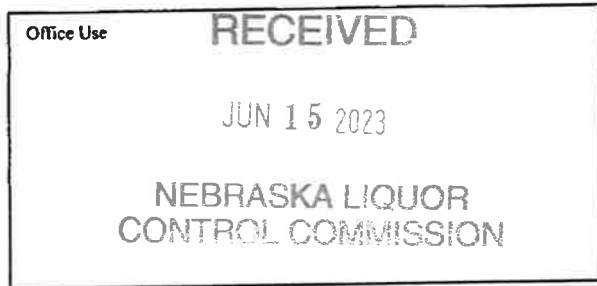
FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Simmie Bortillon*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: KWIK SHOP, INC.

**Premise information**

Liquor License Number: 069303 Class Type D (if new application leave blank)  
Premise Trade Name/DBA: KWIK SHOP #670  
Premise Street Address: 2103 CAPEHART RD  
City: BELLEVUE County: SARPY Zip Code: 68123  
Premise Phone Number: (402) 291-2347  
Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

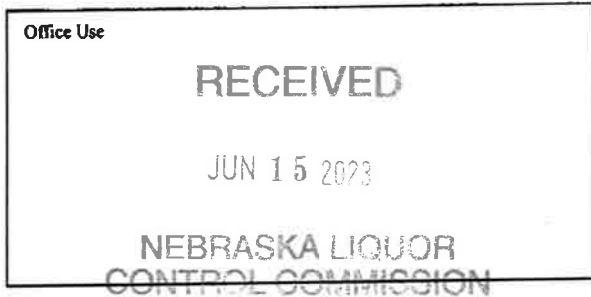
The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

A handwritten signature in black ink, appearing to be "SS" or similar initials, written over a horizontal line.

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

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: KWIK SHOP, INC.

**Premise information**

Liquor License Number: 067215 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #675

Premise Street Address: 502 W MISSION AVE

City: BELLEVUE County: SARPY Zip Code: 68005

Premise Phone Number: (402) 291-2967

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

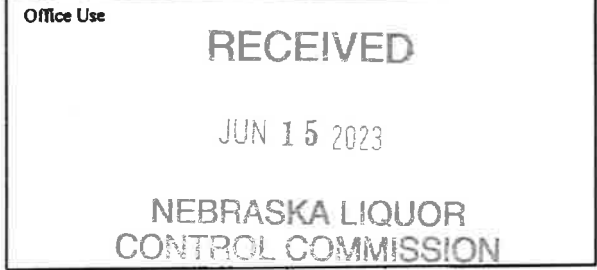
The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



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

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: KWIK SHOP, INC.

**Premise information**

Liquor License Number: 086056 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #688

Premise Street Address: 602 GALVIN RD

City: BELLEVUE County: SARPY Zip Code: 68005

Premise Phone Number: (402) 292-9629

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

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

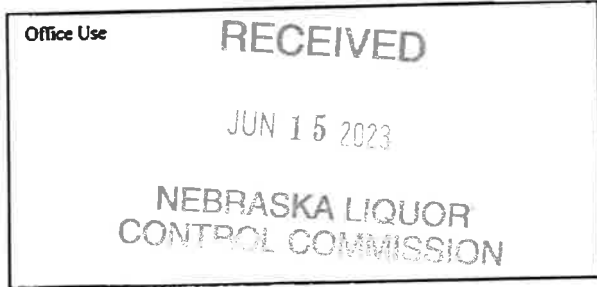


**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

**Corporation/LLC information**

Name of Corporation/LLC: KWIK SHOP, INC.

**Premise information**

Liquor License Number: 076568 Class Type D (if new application leave blank)

Premise Trade Name/DBA: KWIK SHOP #689

Premise Street Address: 4151 HARRISON ST

City: BELLEVUE County: SARPY Zip Code: 68147

Premise Phone Number: (402) 734-5836

Premise Email address: CASSANDRA.GERIH@EG-AMERICA.COM

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



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

**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: Gerih First Name: Cassandra MI: M  
 Home Address: 659 S 19th Street  
 City: Lincoln County: Lancaster Zip Code: 68510  
 Home Phone Number: 402-875-2494  
 Driver's License Number & State: [REDACTED]  
 Social Security Number: [REDACTED]  
 Date Of Birth: [REDACTED] Place Of Birth: Kearney  
 Email address: cassandra.gerih@eg-america.com

**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: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
 Social Security Number: \_\_\_\_\_  
 Driver's License Number & State: \_\_\_\_\_  
 Date Of Birth: \_\_\_\_\_ Place Of Birth: \_\_\_\_\_

**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
Lincoln NE	2009	Current			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2013	2015	Runza	Craig	402-488-8043
2012	2013	Carlos O Kelly's	Brandi Root	402-417-5177

**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
Cassandra Gerih	09/2020	Lincoln NE	Speeding	Fine
Cassandra Gerih	2011	Lincoln NE	Disturbing the Peace	\$50 Fine

**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)
Cassandra Gerih	04/2022	Responsible Hospitality Council

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Cassandra Gerih/District Manager	01/2015	Kwik Shop- Lincoln NE

5. Have you enclosed form 147 regarding fingerprints?

YES       NO



**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/psp](http://www.ne.gov/go/psp)  
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 Kwik Shop, Inc.

Name of Person Being Fingerprinted: Cassandra M Gerih

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: March 18, 2022

Location where fingerprints were taken: Lincoln - Criminal Division

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

C. Gerih  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED





APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: June 27, 2023 Due to City Clerk: July 5, 2023

Applicant: Kwik Shop Inc. - Kwik Shop # 675

Location/Address: 502 West Mission Avenue

Requested Action:

Recommendation to approve application for Cassandra Gerih as Manager of Kwik Shop Inc. dba Kwik Shop # 675 located at 502 West Mission Avenue, Bellevue, NE 68123.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	<u>Cassandra Gerih - 659 South 19th Street Lincoln, NE 68510</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

*No comments or concerns from Police.*

Signature of Reviewer: Cpt. K. Strobel #171

Date: 6-27-23

APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: June 27, 2023 Due to City Clerk: July 5, 2023

Applicant: Kwik Shop Inc. - Kwik Shop # 670

Location/Address: 2103 Capehart Road

Requested Action:

Recommendation to approve application for Cassandra Gerih as Manager of Kwik Shop Inc. dba Kwik Shop #670 located at 2103 Capehart Road, Bellevue, NE 68123.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	<u>Cassandra Gerih - 659 South 19th Street Lincoln, NE 68510</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

*No comments or concerns from Police.*

Signature of Reviewer: Cpt. K. Strocker #171

Date: 6-27-23

**NOTICE OF PUBLIC HEARING ON APPLICATION  
FOR MANAGER CHANGE ONLY**

Notice is hereby given that Kwik Shop Inc. has filed applications for Cassandra Gerih as the new Manager at the Kwik Shop # 670, 2103 Capehart Road; Kwik Shop # 675, 502 W. Mission Avenue; Kwik Shop # 688, 602 Galvin Road, and Kwik Shop # 689, 4151 Harrison Street, all located in Bellevue, Nebraska.

A public hearing on the application will be held at the City Council meeting July 18, 2023 at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

Susan Kluthe  
City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
7/18/2023

COUNCIL MEETING DATE: 06/20/2023		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 Wage Update

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified employees. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. The proposed change is due to the annual upgrade process being completed and changes necessitated by the study. Additionally, in anticipation of the MOU approval for the Bellevue Police Officer Association, Bellevue Professional Command Staff Association, and the International Association of Firefighters Local 4906 wage changes, rates for the respective unclassified Command staff were adjusted equally to ensure parity among the ranks.

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 Compensation Ordinance 4125

ATTACHMENTS:

1. <input type="text" value="Ordinance No. 4125 (redlined)"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. ~~41174~~ 41254117

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. ~~41174~~; 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

Section 2.	<u>Appointed Officials</u>	<u>Range (monthly)</u>
	City Administrator	By Contract
	City Clerk	<del>\$5,665 - \$8,164</del> <u>5,778 - \$8,327*</u>
	Treasurer	\$305 - \$385

Section 2a.	<u>Unclassified</u>	<u>Range (monthly)</u>
	Ambulance Billing Account Manager	<del>\$4,980 - \$6,684</del> <u>5,079 - \$6,817*</u>
	Assistant City Attorney	<del>\$6,848 - \$10,119</del> <u>6,985 - \$10,322*</u>
	City Attorney	<del>\$8,750 - \$11,364</del> <u>9,233 - \$12,107</u>
	Community Development Director	By Contract
	Community Relations Media Coordinator	<del>\$5,866 - \$7,925</del> <u>5,983 - \$8,083*</u>
	Acctg, Reporting & Compliance Manager	<del>\$6,458 - \$9,032</del> <u>6,588 - \$9,213*</u>
	Deputy Director Parks & Rec	<del>\$5,935 - \$8,642</del> <u>6,054 - \$8,815*</u>
	Finance Director	<del>\$7,942 - \$11,248</del> <u>8,101 - \$11,473*</u>
	Fire Chief	<del>\$8,304 - \$11,534</del> <u>8,979 - \$12,470</u>
	Human Resources Generalist	<del>\$4,241 - \$6,488</del> <u>4,326 - \$6,618*</u>
	Human Resources Director	<del>\$7,108 - \$10,662</del> <u>7,251 - \$10,875*</u>
	Manager of Engineering Services	<del>\$7,353 - \$10,057</del> <u>7,500 - \$10,258*</u>
	Library Director	<del>\$7,190 - \$9,887</del> <u>7,334 - \$10,085*</u>
	Planning Manager	<del>\$6,315 - \$8,693</del> <u>6,441 - \$8,867*</u>
	Police Chief	<del>\$8,708 - \$12,012</del> <u>9,415 - \$12,987</u>
	Public Works Director	<del>\$8,538 - \$11,813</del> <u>8,709 - \$12,049*</u>
	Public Works Engineer II	<del>\$6,238 - \$8,791</del> <u>6,363 - \$8,967*</u>
	Risk Manager	<del>\$5,562 - \$7,498</del> <u>5,674 - \$7,648*</u>

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	<del>\$22.09 - \$30.38</del> <u>22.53 - \$30.99*</u>
	Executive Secretary	<del>\$26.57 - \$36.69</del> <u>26.57 - \$36.69*</u>
	Emergency Medical Services Supervisor	<del>\$45.75 - \$60.20</del> <u>40.16 - \$51.56</u>
	Human Resources Assistant	<del>\$22.60 - \$30.61</del> <u>23.05 - \$31.22*</u>
	Sr. HRIS/Payroll Specialist	<del>\$23.90 - \$32.97</del> <u>24.38 - \$33.63*</u>
	<u>Office of Professional Standards Coord.</u>	<u>\$27.25 - \$34.76</u>

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	<del>\$8,041 - \$10,482</del> 8,694 - \$11,333

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	\$16.12 - \$20.68
Head Lifeguards	\$14.03 - \$18.30
Lifeguards	\$12.58 - \$15.65
Concession Workers	\$10.50 - \$11.00
Youth Baseball/Softball Umpires	\$10.50 - \$13.00
Track Club Coaches	\$10.50 - \$13.00
Parks Workers	\$13.33 - \$18.00

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

<u>Unclassified Part-Time Positions</u>	<u>Range (hourly)</u>
Part-Time Administrative Intern Position:	\$10.50 to \$12.00

Section 8. That Ordinance 411~~7~~<sup>4</sup> 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: \_\_\_\_\_

- Wages with the \* indication are changed only due to the cost-of-living provision that was previously approved originally in ordinance 4038 (June 15, 2021) and was applied October 1, 2022.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a.  
7/18/2023

COUNCIL MEETING DATE: July 5, 2023		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION
LIQUOR LICENSE	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING
RESOLUTION	CURRENT BUSINESS	<input type="checkbox"/>	OTHER

**SUBJECT:**

Approval of a request to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, from BG to BG and RS-72, for the purpose of commercial and a single family residential development; and small subdivision plat Lots 1 and 2, Vacanti Replat. Applicant: Puglisi House, LLC (Pat and Janelle Vacanti), General Location: South 31st Street and Golden Boulevard.

**SYNOPSIS/BACKGROUND:**

Pat and Janelle Vacanti, on behalf of Puglisi House, LLC, are requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Vacanti Replat, for the purpose of a single family residence and commercial development. Proposed Lot 1 will remain BG to allow for future commercial use. The applicants have indicated they desire to do a commercial development similar in layout to the dentist's office to the north. Proposed Lot 2 would be rezoned to RS-72. The applicant desires to build a single family residential home similar to the existing homes in the adjacent neighborhood. Both proposed lots meet the minimum requirements for the requested zonings.

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 and Planning Commission are recommending approval of this request.

**ATTACHMENTS:**

1	PC Recommendation	2	Staff Report	3	Ord. No. 4126
4		5		6	

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Amie Bartolotta*  
\_\_\_\_\_  
*Tammi Palm*  
\_\_\_\_\_  
*David J. ...*  
\_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Puglisi House, LLC  
CASE #'s Z-2305-12, S-2305-09  
CITY COUNCIL HEARING DATE: July 18, 2023

REQUEST: to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, from BG to BG and RS-72 for the purpose of single family residential and commercial development; and small subdivision plat Lots 1 and 2, Vacanti Replat.

On June 22, 2023, the City of Bellevue Planning Commission voted six yes, zero no, two absent and zero abstained:

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

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Hankins						Aerni
	Ritz						Jacobson
	Sims						
	Ackley						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: June 22, 2023

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2305-12  
S-2305-09

FOR HEARING OF:  
REPORT #1: June 22, 2023  
REPORT #2: July 18, 2023

### I. GENERAL INFORMATION

#### A. APPLICANT:

Puglisi House, LLC  
3318 S. 106<sup>th</sup> Street  
Omaha, NE 68124

#### B. PROPERTY OWNER:

Puglisi House, LLC  
3318 S. 106<sup>th</sup> Street  
Omaha, NE 68124

#### C. GENERAL LOCATION:

South 31<sup>st</sup> Street and Golden Boulevard

#### D. LEGAL DESCRIPTION:

Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, located in the Southwest ¼ of Section 33, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Rezone Lot 2, Vacanti Replat, from BG to BG and RS-72.
2. Small subdivision plat Lots 1 and 2, Vacanti Replat.

#### F. EXISTING ZONING AND LAND USE:

BG/Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a change of zone and small subdivision plat to create a single-family residential lot.

**H. SIZE OF SITE:**

The site is approximately 0.79 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is currently vacant and covered in vegetation.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

- C. North:** Commercial/BG
- D. East:** Commercial/BG
- E. South:** Single-Family/RS-72
- F. West:** Multi-Family Residential/ RG-20-PS

**G. RELEVANT CASE HISTORY:**

On June 22, 2023, the Planning Commission recommended APPROVAL of a request to rezone Lots 1 and 2, Vacanti Replat, being a replat of Lot 2, Otto's Replat, located in the Southwest ¼ of Section 33, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, from BG to BG and RS-72 for the purpose of commercial and single-family residential developments; and small subdivision plat Lots 1 and 2, Vacanti Replat.

**H. APPLICABLE REGULATIONS:**

1. Section 5.10, Zoning Ordinance, regarding RS-72 uses and requirements.
2. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as commercial.

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data information available for this area.
2. Proposed Lot 1 will have access from South 31<sup>st</sup> Street while proposed Lot 2 will have access along Golden Boulevard.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Pat and Janelle Vacanti, on behalf of Puglisi House, LLC., have submitted a request to rezone Lots 1 and 2, Vacanti Replat, from BG to BG and RS-72 for the purpose of a single-family residential and commercial development.
2. In conjunction with the change of zone, the applicant is requesting a small subdivision plat for Lots 1 and 2, Vacanti Replat.
3. Proposed Lot 1 will remain zoned BG to allow for future commercial use. The applicant has indicated future commercial development on this lot would be similar in size and layout to the existing dental office to the north. Proposed Lot 2 would be rezoned to RS-72. The applicant desires to build a single-family residential home (1,200-1,300 square foot in size) similar to the existing homes in the adjacent neighborhood.

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

4. Both proposed lots meet the minimum requirements for the requested zonings.
5. The requested RS-72 zoning is consistent with the zoning designation of the adjacent residential neighborhood.
6. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, and the Papillion La Vista School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Bellevue Public Works Engineer Matt Knight requested technical revisions to the plat. The applicant's engineer has satisfied this request.

Sarpy County Public Works Engineer Michael Sharp requested technical revisions to the plat. These revisions have since been made.

No other comments were received on this case.

7. The Future Land Use Map of the Comprehensive Plan shows this area as commercial.

8. The residential development will have access to Golden Boulevard via a private drive. The proposed commercial lot will have access to South 31<sup>st</sup> Street.

9. The Future Land Use Map of the Comprehensive Plan shows this area as commercial. If single-family residential zoning is approved for Lot 2, the Future Land Use Map can be amended with the 2023 Comprehensive Plan update.

10. Staff believes this proposed RS-72 single-family residential zoning fits with the adjacent neighborhood, while the remaining BG zoning will preserve commercial opportunity in the area.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

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

**VI. ATTACHMENTS TO REPORT**

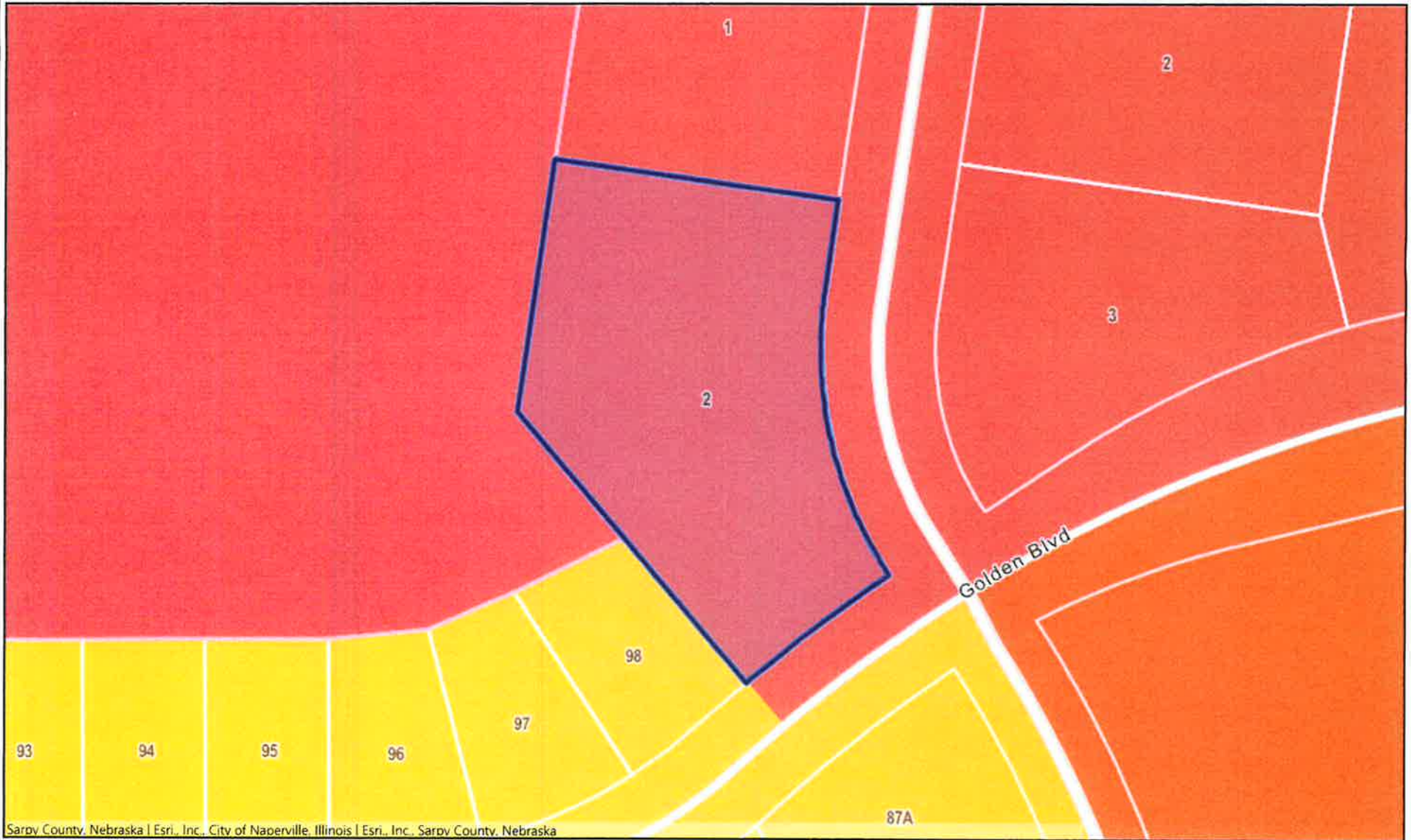
1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received May 12, 2023
4. Small Subdivision Plat received June 1, 2023

**VII. COPIES OF REPORT TO:**

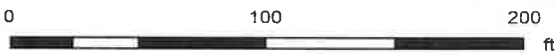
1. Puglisi House, LLC
2. Pat Vacanti
3. Janelle Vacanti
4. Hill-Farrell Associates, Attn: Doug Hill
5. Public Upon Request

  
Assistant Planning Manager

  
Planning Manager                      Date of Report



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



Map Scale 1: 1128

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





Map Scale 1: 1128

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



May 12, 2023

Dear Bellevue Planning Dept. -

Janelle Vacanti, sole owner  
of Puglisi House, LLC. is requesting  
rezoning of pending small subdivision  
lot 2 Vacanti Replat because she  
intends to develop for single family residences  
(R572)

Respectfully

Pat Vacanti  
Treasurer Puglisi House, LLC.

RECEIVED  
MAY 12 2023  
PLANNING DEPT.

# VACANTI REPLAT

LOTS 1 and 2

BEING A REPLAT OF LOT 2, OTTO'S REPLAT,  
LOCATED IN THE SW 1/4 OF SEC. 33, T14N, R13 E OF THE  
6th P.M., SARPY COUNTY, NEBRASKA.



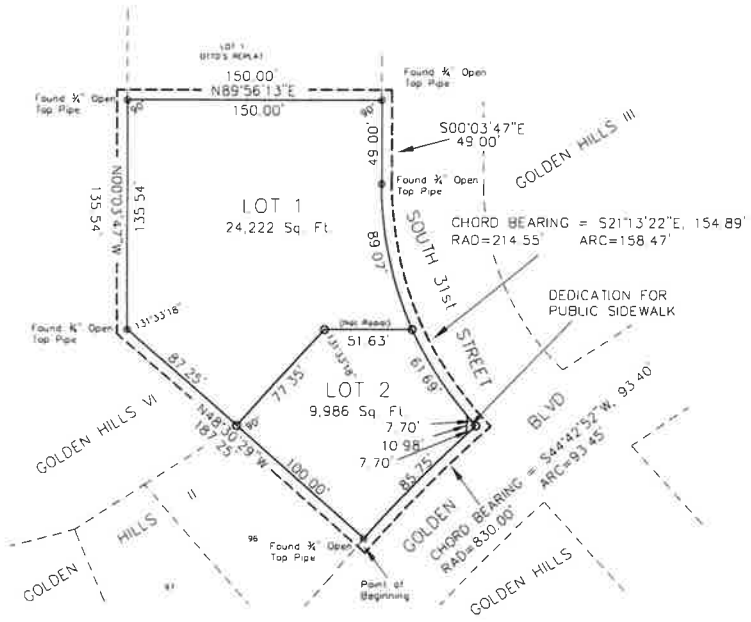
1 inch = 50 ft.

- ⊙ = PROPERTY CORNER FOUND (SIZE AS NOTED)
  - = PROPERTY CORNER SET (5/8" REBAR W/ CAP L.S. NO. 373)
  - ⊗ = SET "X" IN CONCRETE
  - S = DENOTES SURVEYED DIMENSION
  - P = PLATTED DIMENSION
- BOUNDARY BEARINGS AND DISTANCES ARE PLATTED

RECEIVED  
JUN 01 2023  
PLANNING DEPT.

SURVEY RDH/JBH  
DRAWN RDH  
DATE: 05/12/2023  
05/23/2023  
06/01/2023

**VACANTI REPLAT**  
SMALL SUBDIVISION, CITY OF BELLEVUE,  
SARPY COUNTY, NEBRASKA



### SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE NEBRASKA REGISTERED LAND SURVEYOR NO. 373, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT WITHIN THE STATE OF NEBRASKA, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT, THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION, THAT SAID SURVEY WAS MADE TO REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, ACCURATE AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY IN "VACANTI REPLAT", BEING A REPLAT OF LOT 2, OTTO'S REPLAT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, OTTO'S REPLAT; THENCE N 48°30'29" W (ASSUMED BEARING), 187.25 FEET TO AN ANGLE POINT IN THE WEST LINE OF SAID LOT 2; THENCE CONTINUING ALONG THE WESTERLY LINE OF SAID LOT 2, N 00°03'47" W, 135.54 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE N 89°56'13" E, 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S 00°03'47" E, 49.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF S 21°13'22" E, 154.89 FEET, RADIUS 214.55 FEET, ARC 158.47 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF S 44°42'52" W, 93.40 FEET, RADIUS 830.00 FEET, ARC 93.45 FEET TO THE POINT OF BEGINNING, DESCRIBED TRACT CONTAINS 34,236 SQUARE FEET OR 0.786 AC. MORE OR LESS.

DATE \_\_\_\_\_  
RONALD D. HILL, NE LS NO. 373

### DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, PUGLISI HOUSE L.L.C., BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "VACANTI REPLAT", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO FURTHER GRANT THE PERMANENT STORM SEWER EASEMENT TO THE CITY OF BELLEVUE AS SHOWN. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREON, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS. NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OF LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HEREIN GRANTED. IN WITNESS WHEREOF WE DO SET OUR NAMES THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA )  
COUNTY OF \_\_\_\_\_ )

PUGLISI HOMES, L.L.C.  
JANELLE VACANTI, MANAGING PARTNER

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BEFORE ME, A NOTARY PUBLIC, DULY COMMISSIONED AND QUALIFIED FOR SAID STATE AND COUNTY APPEARED JANELLE VACANTI, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THE DEDICATION ON THIS PLAT AND SHE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED.

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

### SARPY COUNTY TREASURER

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

SARPY COUNTY TREASURER

DATE \_\_\_\_\_

### APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF "VACANTI REPLAT" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CHAIRPERSON  
BELLEVUE PLANNING COMMISSION

### APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF "VACANTI REPLAT" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST  
CITY CLERK

MAYOR, CITY OF BELLEVUE, NEBRASKA

### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF "VACANTI REPLAT" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

SARPY COUNTY SURVEYOR/ENGINEER



PROJECT NO  
VACANTI REPLAT



ORDINANCE NO. 4126

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 31<sup>ST</sup> STREET AND GOLDEN BOULEVARD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Vacanti Replat, being a replat of Lot 2, Otto’s Replat all located in the Southwest ¼ of Section 33, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From BG (General Business District) to BG (General Business District)

Lot 2, Vacanti Replat, being a replat of Lot 2, Otto’s Replat all located in the Southwest ¼ of Section 33, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

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

(Puglisi House, LLC)

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

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

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

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 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

14a. and 14a1.  
7/18/2023

COUNCIL MEETING DATE: 07/18/2023		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 checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Conduct a public hearing and approve the CDBG-2023-2024 Action Plan, by Resolution, including the funding recommendation for the FY-23 entitlement allocation.

SYNOPSIS/BACKGROUND:

As a recipient of an annual allocation of CDBG entitlement funding through the U.S. Department of Housing & Urban Development, the City has prepared the annual Action Plan which outlines the activities that will be funded during the next fiscal year, expected outcomes of each activity and a summary of citizen participation. The Action Plan outlines the use of \$357,623 in FY-23 entitlement funding and \$45,058 in reallocated funding. The proposed activities are selected through an application process with eligibility review by CDBG staff and a funding recommendation prepared by the CDBG Committee following a thorough review of each application and public hearing with applicants. The Notice of Availability & Public Hearing for the draft plan was published June 14 and 28, 2023, and a copy of the draft plan is available on the City's website. Following the public hearing and approval by the City Council, the final 2023 Action Plan will be submitted to HUD for review and approval.

FISCAL IMPACT:: \$357,623.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: \*Once approved by City Council and HUD, activities will be named and coded

START DATE: 10/01/2023 END DATE: 09/30/2024 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Conduct a public hearing to obtain citizen input on the CDBG 2023 Action Plan with proposed funding recommendation. Approve the 2023 Action Plan including Resolution, SF-424/424B, and Entitlement Certifications.

ATTACHMENTS:

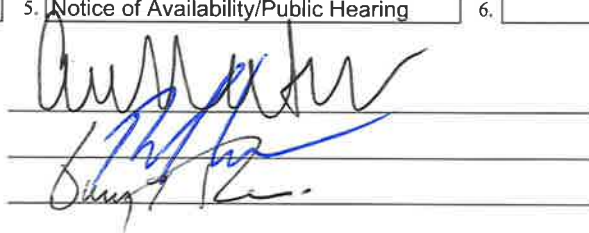
- 2023 Action Plan Draft
- 2023 Funding Recommendation
- Resolution 2023-
- SF-424/424D and Certifications
- Notice of Availability/Public Hearing
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





# *City of Bellevue's* **2023-2024 CDBG Action Plan**

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

**PREPARED BY:**

**CITY OF BELLEVUE  
1500 WALL STREET  
BELLEVUE, NE 68005  
(402) 293-3000  
[www.bellevue.net](http://www.bellevue.net)**



# Contents

Executive Summary .....	3
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) .....	3
PR-05 Lead & Responsible Agencies – 91.200(b) .....	11
AP-10 Consultation – 91.100, 91.200(b), 91.215(l) .....	13
AP-12 Participation – 91.105, 91.200(c) .....	16
Expected Resources .....	22
AP-15 Expected Resources – 91.220(c)(1,2) .....	22
Annual Goals and Objectives .....	26
Projects .....	29
AP-35 Projects – 91.220(d) .....	29
AP-38 Project Summary .....	31
AP-50 Geographic Distribution – 91.220(f) .....	35
Affordable Housing .....	37
AP-55 Affordable Housing – 91.220(g) .....	37
AP-60 Public Housing – 91.220(h) .....	39
AP-65 Homeless and Other Special Needs Activities – 91.220(i) .....	40
AP-75 Barriers to affordable housing – 91.220(j) .....	43
AP-85 Other Actions – 91.220(k) .....	44
Program Specific Requirements .....	46
Attachments .....	47
Action Plan Resolution .....	48
Grantee SF-424’s and Certifications .....	49

## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

As an entitlement community for the receipt of CDBG funding, the City of Bellevue has prepared the 2023-2024 Action Plan following the regulations and requirement as outlined by the U.S. Department of Housing & Urban Development (HUD) to be eligible for the acceptance of Community Development Block Grant (CDBG) program funds. The 2023 Action Plan outlines the proposed uses of CDBG entitlement funds during the fiscal year period from October 1, 2023, to September 30, 2024. The intent of the CDBG funds allocated to projects in the Plan is to meet the needs and priorities as outlined in the City's 2019-2023 Consolidated Plan, and meet the goals of the CDBG program to develop a suitable living environment, provide decent and affordable housing, and expand economic opportunities, primarily for persons of low and moderate-income.

As part of the development of the 2023 Action Plan, the City allocated a total of \$357,623.00 in 2023 CDBG entitlement funding and \$45,058.00 in reallocated CDBG funding to goals outlined in the 2019-2023 Consolidated Plan, which serves as the guidance for meeting the housing and community development needs of the City of Bellevue during the five-year period.

During the 2023 Action Plan, City funded public facilities and improvements, public service, housing rehabilitation, and planning and administration activities. The activities include a response to the need for affordable housing support related to ownership projects. Other activities also support the increased need for community services to support households who were facing amplified financial crisis and public facilities improvements to benefit low- and moderate-income neighborhoods.

#### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

During the development of the 2019-2023 Consolidated Plan, the City worked to identify goals and anticipated outcomes during the next five years of the CDBG program. Many factors influenced the City's assessment of the community needs, including housing needs created by a rising housing market; furthering economic development efforts throughout Bellevue; and updating existing facilities, services,

and programs; and the availability of non-CDBG funding sources to leverage with proposed activities. During the development of the 2022 Action Plan, the City of Bellevue selected projects which will focus on the specific priorities and goals which are included in the table below.

<b>1. Priority Need Name: Encourage Economic Development through Business Development and Job Creation – HIGH</b>
<ul style="list-style-type: none"> <li>a. Increase rehabilitation of existing commercial building               <ul style="list-style-type: none"> <li>i. Provide assistance to building owners to address code violations, infrastructure requirements, and façade improvements</li> </ul> </li> <li>b. Increase employment opportunities               <ul style="list-style-type: none"> <li>i. Provide assistance for the development of new business and the expansion of existing businesses</li> <li>ii. Review available employment opportunities and work with businesses to develop and implement job training to fill existing openings</li> </ul> </li> <li>c. Expand accessibility and Availability of transportation               <ul style="list-style-type: none"> <li>i. Continue to work with community partners to identify areas of need for transportation options</li> </ul> </li> </ul>
<b>2. Priority Need Name: Improve and Expand Available and Accessible Public Infrastructure and Buildings. – HIGH</b>
<ul style="list-style-type: none"> <li>a. Improve existing public facilities               <ul style="list-style-type: none"> <li>i. Support revitalization efforts for public facilities to create economic development opportunities</li> <li>ii. Support projects that provide leveraging funds to increase impact of project</li> </ul> </li> <li>b. Reverse deterioration in existing neighborhoods               <ul style="list-style-type: none"> <li>i. Provide assistance to remove barriers to accessibility</li> <li>ii. Address public facilities that are not up to existing standards to create sustainable neighborhoods</li> </ul> </li> </ul> <p><i>AFFH GOAL - Identify prospects to address Bellevue’s aging infrastructure and necessary updates to ensure all residents have accessibility to services.</i></p> <ul style="list-style-type: none"> <li>i. <i>Work with the City of Bellevue ADA Committee to review current status of ADA Transition plan and infrastructure needs in the community along with identifying funding sources for assistance.</i></li> <li>ii. <i>Develop programs and assistance to address housing accessibility modification needs.</i></li> </ul>
<b>3. Priority Need Name: Increase Housing Availability and Sustainability – HIGH</b>
<ul style="list-style-type: none"> <li>a. Sustain the current available housing stock               <ul style="list-style-type: none"> <li>i. Provide assistance to low- and moderate-income homeowners to assist make affordable any necessary repairs that put health and safety at risk.</li> </ul> </li> <li>b. Increase the development of affordable housing units               <ul style="list-style-type: none"> <li>i. Support efforts to increase affordable housing units through acquisition and rehabilitation.</li> <li>ii. Review options of infill development utilizing vacant lots and reducing vacant building blight.</li> <li>iii. Assist community partners with efforts to address housing needs of elderly, disable, small families, and at-risk low- and moderate-income individuals and families</li> </ul> </li> </ul>

*AFFH Goal: Increase affordable housing opportunities to expand housing choice by increasing quality and quantity of affordable housing units and the number of participating landlords in the jurisdiction.*

- i. Research partners and funding sources to conduct a housing market study for the community and identify opportunities to use the study to enhance development and developer partnerships*
- ii. Review possible developer incentives to increase development of affordable housing and meet with necessary partners to develop, prepare and adopt incentives.*
- iii. Determine prospects to increase the available funding and programs for housing rehabilitations programs in the community.*
- iv. Work with City officials and departments to review current criteria for determining city project need to include accessibility and housing issues.*

*AFFH Goal: Identify opportunities to safeguard current and future zoning ordinances to encourage the development of affordable housing stock as well as utilize occupancy requirements that do not hinder fair housing choice.*

- i. Work with local planning department to review current land zoning and develop proposal to increase multi-family zoning.*
- ii. Increase infill development opportunities by reviewing regulations and best practices to identify possible changes to the current regulations and develop proposals.*
- iii. Research opportunities to increase the percentage of newly constructed housing units that are affordable and accessible to people with disabilities.*

*AFFH Goal: Increase homeownership opportunities through financial literacy and promoting equitable access to credit and home lending.*

- i. Identify partners, specifically lending agencies, to assist with reviewing current lending concerns to identify areas of opportunities for education and assistance.*
- ii. Enhance educational materials and expand distribution and availability of materials.*

#### **4. Priority Need Name: Increase and Expand Public Service Availability – LOW**

- a. Increase and expand public services that address resident needs
  - i. Identify community partners and support efforts to create or expand public services that support identified needs in the community, including, but not limited to elderly, disabled, mental health, senior, and crime awareness services.

*AFFH Goal: Increase the overall knowledge and understanding of fair housing with the community's developers, real estate professionals, financial institutions, elected officials and residents.*

- i. Identify interested partners to facilitate fair housing workshops for landlords and housing providers*
- ii. Share and distribute fair housing information for renters.*
- iii. Work with local multi-family housing providers to provide information and education about fair housing to managements officials and tenants.*

*AFFH Goal: Provide opportunities to alter the perceptions of community exclusion and diffuse opposition to affordable housing through knowledge and education.*

- i. Research proactive marketing strategies to enhance community image and identify community stakeholders to assist with development of community strategies to propel movement forward.*

ii. Identify possible funding sources to assist with marketing strategies specific for the community.

**5. Priority Need Name: Administration of CDBG Program - HIGH**

a. Administration of the CDBG programs.

**6. Priority Need Name: COVID-19 Preparation, Prevention, and Response**

- a. To provide assistance for the prevention of, preparation for, or response to community impacts due to the COVID-19 pandemic has adversely affected businesses and residents in the City of Bellevue
  - i. Provide financial assistance to low- and moderate-income households facing economic hardships due to COVID-19
  - ii. Research and determine possible opportunities to provide financial assistance to microenterprise business and small business to encourage job growth and retention.

For the 2023 CDBG funding cycle, the City received eight project proposals from qualified applicants requesting over \$1.1 million in funding. Each proposal was reviewed for compliance with HUD regulations to ensure that each met the criteria of a CDBG eligible activity, prescribed National Objectives, demonstrated the applicant’s ability to carry out projects, and showed the impact and benefit for low - and moderate-income persons during the coming fiscal year. One public hearing was held to allow the applicants to present their projects to the CDBG Committee and allowed the public to hear and comment on each of the submissions. After thorough review and consideration by the CDBG Committee, five projects were recommended for funding and included in the draft 2023 Annual Action Plan that was presented for public comment and to the City of Bellevue Mayor and City Council for consideration and approval.

Applicant/Project	Recommended Funding
<b>Public Facilities and Improvements</b>	
<b>City of Bellevue – North Central Bellevue Sidewalks</b> Request funding to implement construction of new sidewalks and curb ramps to provide for safe ADA-compliant pedestrian travel routes and connectivity for residents in CDBG LMI areas 2, 3, and 4.	\$ 249,038.00
<b>Housing Rehabilitation</b>	
<b>Habitat for Humanity of Sarpy County – Home Repair Program</b> Request funding to provide funding for critical home repairs to low- and moderate-income owner-occupied households within Bellevue city limits	\$ 50,000.00

<b>Public Services</b>	
<b>Bellevue Junior Sports Association – Sports Participation Assistance Program</b> Request funding to offer a participation assistance for registration and equipment fees to low- and moderate-income households within city limits. Assistance will be open to all sports programs offered by application.	\$ 6,000.00
<b>Lift Up Sarpy County – Bellevue Community Response – Family Needs</b> Request funding to sponsor the Car Match program, childcare/education assistance, financial classes and a program coordinator.	\$ 47,643.00
<b>Administration and Planning</b>	
<b>City of Bellevue - Administration</b> Request funding for general management, oversight, coordination, and staff expense for the CDBG program.	\$ 50,000.00
<b>Total CDBG Funding</b>	
<b>Amount Available</b>	<b>\$ 402,681.00</b>

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Following the conclusion of each fiscal year, the City prepares the Consolidated Annual Performance Evaluation and Reporting (CAPER), which captures progress toward meeting needs and achieving strategies established in the Consolidated Plan and the Annual Action Plan. Through the monitoring of performance measures, staff is able to identify operational improvements, resource allocation issues, and policy questions to be addressed in the upcoming year.

Overall, Bellevue and its partners have been successful in implementing its community services and public improvements projects and programs and meeting the objectives established in the previous Consolidated Plan and foresees continued progress through the new Plan.

The City will complete the fourth year of the 2019-2023 Consolidated Plan on September 30, 2023. The overall accomplishments of the program have been notable with funding utilized to address slum and blight and low- and moderate-income clientele National Objectives. During the fourth year Action Plan, the City allocated CDBG entitlement funds to seven activities that met priorities from the Consolidated

Plan. Following the conclusion of the fiscal year, the City will prepare the 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER) to outline the goals and accomplishment of each project.

The CAPER for the 2021 Action Plan was completed in December 2022. During the third year of the 2019-2023 Consolidated Plan, the City funded six projects to improve the quality of life for LMI residents through project and resources. A total of \$165,595.22 was expended for CDBG approved projects with 85.5% was used for projects benefiting low- and moderate-income. During the fiscal year, the CDBG funded activities faced hardships and timeliness issues due to the coronavirus pandemic.

In addition to the entitlement funding, the City received CDBG Coronavirus funding that was allocated to eight projects that addressed the preparation for and response to the community impact of the COVID-19 pandemic on the residents of Bellevue. The City expended \$288,759.96 to assist LMI residents suffering negative effects from the coronavirus pandemic.

Bellevue's priorities, goals, and objectives over the term of the five-year plan are determined by the City based on the information gathered in the planning process and the needs assessment. During the 2020 fiscal year, the City amended the goals outlined to include a priority for COVID-19 response with a goal to assist businesses and residents with the adverse effects of the pandemic. The City will continue to use the 2019-2023 Consolidated Plan and goals as the basis for selecting which projects to fund over the remaining year of the five-year period.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The federal regulations that govern the planning process place a strong emphasis on community participation, especially by low-income persons and others who may benefit from the plan. While developing the plan, the City consulted with key stakeholder groups and organizations as outlined in the approved Citizen Participation Plan and completed the following outreach:

- Published notices prior to meeting, public hearings, and availability of plans for review as well as distributed the information through a mailing list open to all interested citizens,
- Hosted 3 public hearings on February 6, May 4, and July 18, 2023,
- Held one technical assistance workshop for interested applicants on March 9, 2023, and
- Met with various community organizations to discuss needs and opportunities for funding.

In addition, several of the City of Bellevue plans that were already developed and adopted were also used during the planning process to ensure consistency and coordination. The following city plans were consulted: Bellevue Comprehensive Plan, Bellevue Blight Study, City of Bellevue Strategic Plan including

Mission Statement with Organizational Core Values, Olde Towne Development Plan, Bellevue Neighborhood Needs Assessment and Revitalization Strategy, and the Sarpy County Housing Study.

## **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

During the development of the 2023 Action Plan, residents were provided numerous opportunities to provide comment regarding the City of Bellevue's CDBG program identified needs, priorities, and goals during public hearings and reviews. Following the development of the plan and publication of the Notice of Availability, the draft 2023 Action Plan was available for public review and comment period which began on June 15, 2023, and concluded on July 17, 2023.

A public hearing will be held on July 18, 2023, during a city council meeting at which time residents will be invited and encouraged to provide comment on the draft plan prior to final approval by the Bellevue City Council. All comments received during the public hearing and during the availability period will be summarized and included with the final Action Plan.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

Comments received during the comment period and public hearing for the draft 2023 Action Plan will be included here prior to approval of the plan.

## **7. Summary**

The following document represents the housing, community, and economic development needs and priorities as well as the chosen projects and activities selected for implementation as part of the 2023 CDBG Action Plan.

DRAFT

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BELLEVUE	Finance Department

**Table 1 – Responsible Agencies**

**Narrative (optional)**

The City of Bellevue is the lead agency responsible for overseeing the development of the Consolidated Plan and administering the development and implementation of the Action Plan and annual projects. The City of Bellevue works with an independent consultant to administer the City’s CDBG program, under the direction of the Finance Director, who maintains responsibility for development of the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance & Evaluation Report (CAPER). The Consultant works with the CDBG Committee, which was created by the City Council to assist with allocation of annual funding by reviewing the applications for funding request and making a final recommendation to the Bellevue City Council. The City will continue to work with organizations that were involved in the development of the Consolidated Plan to address the identified needs and administered activities and programs.

**Consolidated Plan Public Contact Information**

Abby Highland, CDBG Program Administrator

Phone: (443) 655-2123

Email: [abby.highland@outlook.com](mailto:abby.highland@outlook.com)

Richard Severson, Finance Director, City of Bellevue

1500 Wall Street, Bellevue, NE 68005

Phone: (402) 293-3000

Email: [Richard.Severson@bellevue.net](mailto:Richard.Severson@bellevue.net)

DRAFT

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

As required by HUD regulations and the Citizen Participation Plan, the City of Bellevue consulted with public and private agencies that provide services to the community. When developing the plan, the City, as the lead agency responsible for overseeing and administering the Action Plan, took several actions to include input from the community as a whole and from key stakeholders.

#### **Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

The City of Bellevue works with various organizations throughout the community to create an institutional structure effective in dealing with housing and community development issues. The City is also working to provide financial resources to meet the demands identified by the key stakeholders. This collaboration is accomplished through regular phone and in-person meetings, consultations, neighborhood, committee and community meetings, participation in civic and Continuum of Care meetings, and other events/activities throughout the year.

While there are areas requiring additional coordination in Bellevue and Sarpy County, the service network is well established and active. With the close proximity to neighboring communities and the inclusion of Bellevue in the Omaha-Council Bluffs Metropolitan Area, several needs go beyond a single jurisdiction. For these needs, Bellevue continues to work with various organizations including the City of Omaha, Sarpy County, Douglas County, the State of Nebraska, and other surrounding units of government to implement this plan.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City of Bellevue is in the jurisdiction of the Metropolitan Area Continuum of Care for the Homeless (MACCH), which includes the cities of Omaha and Council Bluffs and the three-county area of Douglas, Sarpy and Pottawattamie. Since Bellevue is a part of this larger area Continuum of Care, the homeless population count and numbers are not available for the Bellevue area alone. The City participates in and works with the MACCH to identify and then address the needs of homeless persons and persons at risk of homelessness in the Omaha Metro area. MACCH collects homeless data, analyzes the data, and

establishes goals and objectives as part of the planning for homeless programs and reports the data in HMIS.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City of Bellevue does not receive ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

DRAFT

**Table 2 – Agencies, groups, organizations who participated**

**Identify any Agency Types not consulted and provide rationale for not consulting**

All agencies providing a full range of services in and around the City of Bellevue and involved in the CDBG program were contacted to request comments. As agencies are identified or contact the City, they are included on the mailing list for future assistance and correspondence.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Metro Area Continuum of Care for the Homeless	The City of Bellevue reviewed the 10 Year Plan to End Homelessness to ensure comparability with the City's comprehensive plan and future goals. The City continues to contact MACCH regarding funding opportunities in Bellevue and homelessness needs.
Heartland 2050	Metropolitan Area Planning Agency	The City of Bellevue continues to be a part of the implementation of the Heartland 2050 plan. CDBG funds will be utilized where appropriate and as directed by City Administration.
Sarpy County and Communities Housing Study	Housing Foundation for Sarpy County	The County-wide Housing Study with Strategies for Housing Affordability was completed in April 2020. CDBG funds will be utilized where appropriate and as directed by City Administration.

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

In 2020, the City of Bellevue prepared and adopted an updated Citizen Participation Plan to address the changes provided by the CARES Act in response to the COVID-19 pandemic. The Citizen Participation Plan which discusses the City's procedures and efforts in regard to public notices, public comment periods, public hearings, technical assistance to community partners, record retention, and complaints, was updated to include emergency declaration requirements. The City is also required to consult with public and private agencies that provide services to the community.

When developing the annual Action Plan, the City took several actions to include input from the community as a whole and from key stakeholders:

- The City consulted with representatives from other city departments on how CDBG could have the most beneficial community impact. This consultation included several departments, such as Planning, Public Works, Police, Fire, Human Services, Streets, and Parks and Recreation.
- The held two public hearings during the application process and development of the proposed activities for the 2023 Action Plan. In addition to the public hearings, an application technical assistance workshop was held to assist interested organization, groups, and citizens who were interested in applying for CDBG assistance for eligible projects.
- The CDBG Committee, a group made up of six community members, held a public meeting to review projects and ask questions of applicants, discuss proposed projects with applicants, and develop a funding recommendation to be presented to the Bellevue City Council for consideration. The Committee used detailed criteria to review, score, and rank the proposals for completeness, community need, and compliance with CDBG requirements.
- The City prepared the draft action plan which was available for public comment from June 15, to July 17, 2023. The availability of the plan was announced in the local newspaper and on the City's website and copies were made available digitally and printed when requested.
- The City held the third public hearing on July 18, 2023, during the Bellevue City Council meeting to receive public comment and allow Councilmembers to ask any questions of applicants and committee members. The Bellevue City Council considered final approval of the plan and funding recommendations during meeting following the public hearing.

The citizen participation process also helped the City of Bellevue to establish its priority needs for the next five years during the development of the Consolidated Plan.

DRAFT

**Citizen Participation Outreach**

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Not applicable.	No specific response. A newspaper ad and press release were distributed inviting public participation and comment at all three public hearings regarding planning and development of the annual action plan. The notices were distributed with 15-day notice to each of the three public hearings held regarding the development of the plan, opening of the application process, and the review of project applications received	None.	

2	Public Hearing	Non-targeted/broad community	<p>Two public hearings were held during the development of the annual action plan to encourage public participation. The first hearing included a presentation overview of the CDBG program, the application process for funding, and the identified needs and goals outlined in the Consolidated Plan. The PowerPoint was then published on the City's website for public viewing. The second hearing which was held included presentation by applicants for CDBG funding and questions by CDBG Committee members. In total, 23 people attend the first and second public</p>	<p>Discussion during the public hearings included the CDBG requirements, funding process, and applications received. No additional comments were received.</p>	None.	
---	----------------	------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------	-------	--

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			hearings. The third public hearing was held during a City Council meeting.			
3	Application Technical Assistance Workshop	Non-targeted/broad community Interest Applicants	The applicant workshop is step-by-step assistance for those individuals and organizations interested in applying for CDBG assistance in understanding the HUD requirements and regulations for CDBG funding in addition to the City of Bellevue requirements. There were 3 participants in the applicant workshop.	None.	None.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
4	Newspaper Ad	Non-targeted/broad community	A 30-day Notice of Availability of the proposed 2023 Action Plan and a 15-day Notice of Public Hearing were published in the local newspaper, on the City's website, and posted/ distributed to various locations throughout the community.	TBD	TBD	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The 2023 Action Plan will be the fifth year of 2019-2023 Consolidated Plan. The Action Plan addresses the proposed programs, projects, and activities that will be undertaken with the resources anticipated to be available in the proposed budget. The City of Bellevue anticipates receiving \$337,490 in CDBG entitlement funds for the FY 2023-2024. These funds will be used to fund eligible community development projects in low- and moderate-income areas or to benefit low- and moderate-income families and households. Based on the proposed funding recommendation for

the 2023 entitlement allocation, funds are anticipated to be allocated as follows:

- 12% will be allocated to planning, administration, and governmental compliance, such as fair housing studies, etc.
- 62% will be allocated for public facilities and improvement activities,
- 14% of funds will be allocated to public service activities and public facilities and improvement activities, and
- 12% or more for improving or expanding affordable housing

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
0 CDBG	public - federal	Acquisition Admin and Planning Housing Public Improvements Public Services	357,623	0	45,058	402,681	0	CDBG funding will be used throughout the city limits for priorities outlined in the Consolidated Plan and will be leveraged with other federal, local or private funding sources.

**Table 5 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City of Bellevue is an entitlement community for CDBG funding and does not receive any additional funding from HUD. During the annual

funding cycle, the City does not require a match to a funding request but does emphasize providing leveraged funding from projects seeking CDBG funds and take into consideration any leverage funding presented as part of a proposed activity budget. Agencies are requested to identify their efforts to obtain additional resources to assist with their projects during the application process.

The City does encourage and support community organizations to seek other grants to through private, public, state and federal grants to supplement CDBG improvement projects. In the 2023 Action Plan, the projects have proposed leveraging funds in the amount of \$97,150.00, or 24% of the total allocated funds. As in the past, the City of Bellevue will be as creative as possible to find other sources of funding from state, federal, private developer, tax-credits, loans, and local funds in order to develop and deliver efficient and cost-effective projects.

DRAFT

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City of Bellevue owns land throughout the community, much of which is utilized for various parks, ball fields, trails and other recreation facilities. As needs are identified, the City of Bellevue considers all possible projects and activities to assist with addressing the needs to the benefit of all citizens and the utilization of publicly owned land for projects as leverage.

During the 2023 program year, the City anticipates completing activities on publicly owned right of ways for the sidewalk improvement project and on privately-owned land to assist projects for housing rehabilitation assistance.

**Discussion**

DRAFT

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facilities and Infrastructure Improvements	2019	2023	Non-Housing Community Development	City of Bellevue	Improve Public Infrastructure and Facilities	CDBG: \$249,038	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted
2	Provide Community/Neighborhood Services	2019	2023	Non-Homeless Special Needs	City of Bellevue	Increase and Expand Public Service Availability	CDBG: \$53,643	Public service activities other than Low/Moderate Income Housing Benefit: 60 Persons Assisted
3	Increase Affordable Housing Opportunities	2019	2023	Affordable Housing	City of Bellevue	Increase Affordable Housing Opportunities	CDBG: \$50,000	Other: 1 Other
4	Planning and Administration	2019	2023	Administration	City of Bellevue	Planning and Administration	CDBG: \$50,000	Other: 1 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 6 – Goals Summary

### Goal Description

1	<b>Goal Name</b>	Public Facilities and Infrastructure Improvements
	<b>Goal Description</b>	In the 2023 Action Plan, funding has been allocated to address public infrastructure through infrastructure improvements in north central Bellevue. The activity includes the implementation of planning and construction of new sidewalks and curb ramps to improve and expand the availability and sustainability of infrastructure in previously developed areas of the community. This activity will also address public facilities that are not up to existing standards to create sustainable neighborhoods.
2	<b>Goal Name</b>	Provide Community/Neighborhood Services
	<b>Goal Description</b>	Included in the 2023 Action Plan are activities to address community and neighborhood service needs. Two activities were funded to provide public services to the community specifically for low- and moderate-income families.
3	<b>Goal Name</b>	Increase Affordable Housing Opportunities
	<b>Goal Description</b>	In the 2023 Action Plan, one activity was funded to assist with address the need for affordable housing in Bellevue. The activity includes funding for capacity building to increase community partnerships with organizations and developers to identify housing needs through the development of new affordable housing.
4	<b>Goal Name</b>	Planning and Administration
	<b>Goal Description</b>	Funding in the Action Plan was provided for planning and administration for the funded activities to ensure the successful administration of the CDBG program.

DRAFT

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

During the 2023 Action Plan, the City of Bellevue will administer five projects that received CDBG entitlement funding. Focus and resources will be on the following priority areas:

- Improvement of existing public facilities,
- Provide community public services,
- Encourage housing development through rehabilitation, and
- Administration of the CDBG program.

The allocation of funds for the following projects are closely aligned with the top housing needs identified in the needs assessment and housing market analysis, and through input contributed by stakeholders and citizens who participated in the development of the Consolidated Plan. The objectives and outcomes for each proposed activity in 2023 may be found in section AP-38 Project Summary.

### Projects

#	Project Name
1	North Central Bellevue Sidewalk Improvements
2	Habitat Home Repair Program
3	BJSA Program Participation Assistance
4	Lift Up Family Assistance Program
5	Program Administration

Table 7 - Project Information

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Bellevue selected priority goals during the Consolidated Plan process. During the allocation of funding for the 2023 Action Plan, the City utilized a competitive application process. To address the identified priority needs, the City of Bellevue has chosen to make available CDBG funds annually through an application process. The City accepts applications from eligible organizations, which are then reviewed by staff and a CDBG Committee who determine a funding recommendation. CDBG staff determine eligibility and feasibility of each application and then distribute the application to the CDBG Committee for review based on the committee funding philosophy which includes consideration of: comparability with outlined priorities, defined objects, realistic scope, benefit to the community and LMI residents, leveraging of dollars, duplication of services and effectiveness of partnerships, process of evaluations, organization capacity, and readiness for implementation. A recommendation was then

made to the Bellevue City Council for consideration. The Bellevue City Council made final approval of projects and Annual Action Plans.

DRAFT

**AP-38 Project Summary**  
**Project Summary Information**

DRAFT

1	<b>Project Name</b>	North Central Bellevue Sidewalk Improvements
	<b>Target Area</b>	City of Bellevue
	<b>Goals Supported</b>	Public Facilities and Infrastructure Improvements
	<b>Needs Addressed</b>	Improve Public Infrastructure and Facilities
	<b>Funding</b>	CDBG: \$249,038
	<b>Description</b>	The proposed project includes the implementation of construction of new sidewalks and curb ramps to provide for safe ADA-compliant pedestrian travel routes and connectivity for residents in low- and moderate-income census tracts identified by HUD.
	<b>Target Date</b>	12/31/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The proposed project will benefit a total population of the project area which is 2,175. Of the total population 64% are low- and moderate-income households.
	<b>Location Description</b>	The project will be located in north central Bellevue with the target area of Census Tract 105.02, Block Group 2 and 3.
	<b>Planned Activities</b>	The CDBG funding will be utilized to assist with the installation of sidewalk and curb ramps in a low- and moderate-income residential neighborhood.
2	<b>Project Name</b>	Habitat for Humanity Home Repair Program
	<b>Target Area</b>	City of Bellevue
	<b>Goals Supported</b>	Rehabilitation of Housing
	<b>Needs Addressed</b>	Development of Affordable Housing
	<b>Funding</b>	CDBG: \$50,000
	<b>Description</b>	The proposed project will assist with emergency housing rehabilitation on four structures for owner occupied housing units that meet income requirements.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The project will assist four low- and moderate-income owner occupied households with rehabilitation projects.

	<b>Location Description</b>	The proposed project is located city wide.
	<b>Planned Activities</b>	The proposed project will assist with housing rehabilitation for four households.
3	<b>Project Name</b>	BJSJ Program Participation Assistance
	<b>Target Area</b>	City of Bellevue
	<b>Goals Supported</b>	Provide Community/Neighborhood Services
	<b>Needs Addressed</b>	Increase and Expand Public Service Availability
	<b>Funding</b>	CDBG: \$6,000
	<b>Description</b>	The program creates a participation assistance funding for low- and moderate-income families who reside within Bellevue city limits. The participation assistance will be expanded and available for all sports programs offered by BJSJ. The assistance covers registration fees and equipment fees required to participate in the specific sports program.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The proposed project will provide 15 low- and moderate-income households with participation assistance funding.
	<b>Location Description</b>	The project will be available to all eligible households within the city limits of Bellevue.
	<b>Planned Activities</b>	The proposed project will provide for financial assistance to low- and moderate-income households to participate in organized sports programs.
4	<b>Project Name</b>	Lift Up Family Assistance Program
	<b>Target Area</b>	City of Bellevue
	<b>Goals Supported</b>	Provide Community/Neighborhood Services
	<b>Needs Addressed</b>	Increase and Expand Public Service Availability
	<b>Funding</b>	CDBG: \$47,643
	<b>Description</b>	The proposed project will support the Bellevue Community Assistance for Family Needs which provides assistance through the Car Match program, childcare/education assistance, financial classes and a program coordinator.
	<b>Target Date</b>	9/30/2023

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The proposed project will assist approximately 20 low- and moderate-income households with assistance for needs due to the coronavirus pandemic.
	<b>Location Description</b>	The proposed project will be available to households within the city limits of Bellevue. The project is located at Lift Up Sarpy County office in Olde Towne Bellevue at 119 West Mission Ave, Bellevue, NE 68005.
	<b>Planned Activities</b>	The proposed project will support the Bellevue Community Assistance for Vulnerable Adults and Elderly to assist a LMI individual with housing, utilities, transportation, and mental health needs.
5	<b>Project Name</b>	Program Administration
	<b>Target Area</b>	City of Bellevue
	<b>Goals Supported</b>	Planning and Administration
	<b>Needs Addressed</b>	Planning and Administration
	<b>Funding</b>	CDBG: \$50,000
	<b>Description</b>	The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.
	<b>Target Date</b>	9/30/2024
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	NA
	<b>Location Description</b>	The City of Bellevue CDBG Program Administration Office is located at 1500 Wall Street, Bellevue, NE 68005.
	<b>Planned Activities</b>	The planned activities include administration of the CDBG program.

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Allocations for CDBG funding are typically based geographically only when an application is eligible for a project primarily benefitting low-and-moderate income area that meets the priorities of the Consolidated Plan.

Of the six projects funded during the 2023 fiscal year, one project, the public infrastructure and improvements activity, is located in north central Bellevue in a low- and moderate-income census tract. Two projects are public services which will be available to income qualified households within Bellevue city limits. The remaining project is for owner occupied housing assistance for LMI households within the city limits of Bellevue.

### Geographic Distribution

Target Area	Percentage of Funds
City of Bellevue	100

Table 8 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

As outlined in the Consolidated Plan, the City is not targeting specific neighborhoods, but may develop target areas over the period of this plan as several local initiatives develop more specific revitalization plans. The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that address high priority needs of low- and moderate-income persons, households, or areas. While the City does emphasize assisting LMI areas, the funding of specific activities is based upon an evaluation of which one's best meets identified needs.

### Discussion

The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that address needs of low- and moderate-income persons, households, or areas, While the City does emphasize assisting LMI areas, the funding of specific activities is based upon an evaluation of which one best meet identified needs. The City accepts applications from eligible organizations which are then reviewed by staff and a CDBG Committee who determines a funding recommendation. CDBG staff determines eligibility and feasibility of each application and then distributes those applications to the committee for review based on the committee's funding philosophy which includes consideration of:

comparability with outlines priorities, defined objectives, realistic scope, benefit to the community and LMI residents and leveraging of dollars. The recommendation is then provided to the Bellevue City Council for final approval of the proposed projects for the Action Plan.

DRAFT

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

In the Consolidated Plan, the City of Bellevue outlined the priority to maintain and increase affordable housing stock for low- and moderate-income individuals and families. The City identified the goal to address this need of affordable housing with partners to educate the public regarding affordable housing and fair housing information.

During the 2023 Action Plan, funds have been allocated to one projects which will focus on maintaining and/or increasing the number of affordable housing units available to households within Bellevue. Habitat for Humanity of Sarpy County will address critical housing needs through the rehabilitation of owner occupied housing units within the city limits of Bellevue. Through the partnership with Habitat for Humanity, the City of Bellevue hopes to continue to reduce the number of substandard housing units, maintain the existing affordable housing stock and contribute to increase independence and quality of life for very low-income households.

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	
Special-Needs	
Total	

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	4
Acquisition of Existing Units	0
Total	4

Table 10 - One Year Goals for Affordable Housing by Support Type

### Discussion

Affordable housing continues to be a priority for Bellevue. In addition to the funding allocated in the 2023 Action Plan to activities the maintain, develop and support affordable housing, the City of Bellevue completed a local housing study as required by LB 866 which was approved by the State of Nebraska in

August 2020. The CDBG staff worked closely with the Planning Department to ensure all areas of housing are addressed and the need is properly reflected in the study and a final plan was approved in 2022.

The City of Bellevue, as with many communities across the country, are facing the increasing cost of new construction which hinders efforts for new housing development. The City will continue to work with developers and community partners to develop new avenues to enhance advantages for developers and create additional financial support.

DRAFT

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

The Bellevue Housing Authority is the primary provider of housing to very low-income households in the City. The BHA receives funding on an annual basis from HUD to support the provision of housing, to make repairs on existing properties and to provide programs and supportive services to public housing residents.

### **Actions planned during the next year to address the needs to public housing**

No CDBG funding is directly allocated to meet public housing needs in fiscal year 2023. The City of Bellevue will support non-profit efforts to construct affordable housing, including the Public Housing Authority, by assisting in the identification of vacant or abandoned properties and lots for home building purposes and other areas as needed. During the 2023 fiscal year, the City will continue to support Habitat for Humanity of Sarpy County and the Housing Foundation for Sarpy County and their efforts to increase and sustain affordable housing within Bellevue.

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

The City of Bellevue will continue working closely with the Bellevue Housing Authority to address the importance of resident involvement and promote fair housing information among the residents. With limited funding available, the City of Bellevue has not funded a project to encourage public housing residents to become more involved in management and to participate in homeownership.

All programs funded by the City of Bellevue will be promoted among the residents to increase involvement in city events and activities, specifically economic development and job growth activities will be encouraged to include Public Housing resident outreach in their recruitment strategy.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The Bellevue Housing Authority is not identified as troubled by HUD.

### **Discussion**

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

The City of Bellevue relies on the Metropolitan Area Continuum of Care for the Homeless (MACCH) to assist with providing activities and projects directly to the homeless and other special needs population. MACCH most recently updated the 10-year plan to end homelessness in 2015. This updated ensured compliance with the federal strategic plan to prevent and end homelessness. The City of Bellevue actively participated to ensure all needs are identified and addressed within the jurisdiction. In the updated 10 Year Plan, the following four overarching goals were identified:

- End Chronic Homelessness
- End Veteran Homelessness
- End child, family, and youth homelessness
- Set a path to reducing overall homelessness

One needs according to service providers and shelters is increased awareness of existing resources available to meet the needs of the homeless throughout the metropolitan area. The City of Bellevue plans to continue efforts working with the Continuum of Care and area agencies to improve data regarding Bellevue and Sarpy County in order to better understand the need and coordinate efforts to address these needs. With the increased data availability, the information will be more useful and present a more accurate picture of the homeless population in order to match needs with projects and identify funding sources for projects.

In addition to the 10-year plan, MACCH was selected to participate in the national Zero 2016 Campaign to end chronic and veteran homelessness by creating a national tipping point to prove that success is possible, ultimately motivating all communities to end veteran homelessness and end chronic homelessness one year later.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

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

The City of Bellevue will continue to work with MACCH to identify areas where assistance can be provided beyond that of funding.

During the 2023 fiscal year, the City has provided assistance to Habitat for Humanity of Sarpy County to

restore affordable housing units through the rehabilitation of a single-family housing units. Through the production and redevelopment of housing units, the City will provide additional affordable housing for families facing homelessness or that are already homeless.

The City also relies on its network of providers who are members of the MACCH. As these are the agencies and organizations who work day to day with the homeless, they are most capable of reaching out to the homeless population and assessing their individual needs.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City of Bellevue does not receive Emergency Shelter Grant funds and has not committed CDBG funding to add shelters and housing in this annual action plan. Instead, the City will work with MACCH to increase their participation in available area non-profit organization planning, operational cost estimating, grant writing and other skills classes that will help the City understand the needs and provide greater assistance to shelters to increase funding, effectively and efficiently plan costs, and make the most of limited funding while preserving or increasing services. In addition to working with MACCH, the City will continue to work with all partners in the Affirmatively Further Fair Housing Plan to develop activities and provide support to addressing the needs of homeless in Bellevue

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

The Bellevue Housing Authority administers the housing voucher program for the Bellevue community. The City will work with MACCH to identify gaps in service for Bellevue as a part of the 10-year plan to end homelessness. As gaps are identified, Bellevue will work with area agencies to develop programs and projects to help address the need and end homelessness.

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

With CDBG Coronavirus funding, the City of Bellevue partnered with subrecipients to offer housing

assistance programs that covered rental and mortgage payments in an effort to assist low- and moderate-income persons and households to remain in their homes and not become homeless. This activity prevented a household from facing homelessness and allow the use of limited funding for other needs such as food and utilities. The funding has been exhausted and the City has continued to look for avenues to assist households facing homelessness.

In the 2023 Action Plan, the City provided funding for the Lift Up Family Assistance Program to assist low- and moderate-income households with family needs such as transportation assistance, childcare/education assistance, financial education and program coordination to address financial needs through not only the program, but through community partners in order to leverage the funding.

The City will continue to work to identify proposed projects for CDBG funding and how those projects can meet MACCH identified objectives.

## **Discussion**

The definition for “worst case” according to the Worst Case Housing Needs: 2021 Report to Congress is a renter household that is very low income – household incomes at or below 50 percent of the area median income (AMI), do not receive government housing assistance, and pay more than one-half of their income for rent, live in severely inadequate conditions, or both. HUD’s estimates of worst case needs are based primarily on data from the American Housing Survey (AHS). It is difficult to find out the number of low-income renter households who spend more than half their income on rent, unless those households offer information.

To address the worst case housing need, the City has allocated funding in the 2022 Action Plan to the Housing Foundation for Sarpy County to address the need to support the development of affordable housing in Bellevue. The funding will assist with the employment of a Development Coordinator to focus on efforts and build relationships with potential partners. Also funded was Lift Up Sarpy County’s Bellevue Community Assistance Program for Vulnerable Adults and Elderly. This program assist with housing, utilities, and transportation needs for low- and moderate-income households to prevent homelessness and provide for basic needs.

The City of Bellevue does not receive HOME funds to assist with addressing worst case needs through programs. The Section 8 program is operated through the Bellevue Housing Authority. Homeless needs have been comprehensively addressed through the Continuum of Care and specific activities that are contained in the Annual Action Plan.

## **AP-75 Barriers to affordable housing – 91.220(j)**

### **Introduction:**

The City of Bellevue is working towards elimination of barriers to all affordable housing. The City recently updated their fair housing ordinance and is working to expand expanded Fair Housing outreach by providing fair housing information brochures at city and public facilities and events, and sponsored public service announcements with media organizations that provide such services to local government. The City monitors local, county, state and federal regulations, policies and ordinances that may directly or inadvertently affect fair housing choice and takes appropriate remedial action as possible.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City of Bellevue will continue to provide assistance and funding to private sector and non-profit organizations that support the goal of increasing the supply and availability of affordable housing units and number of available jobs specifically in areas where affordable housing is easily accessible. By increase the economic impact and job opportunities within the city close to affordable housing options, the City hopes to minimize the impact of the public transportation barrier. The City will continue to review it policies to identify any building or zoning codes that present barriers to the development of affordable housing. The City remains committed to removing the negative effects of public policies that serve as barriers to affordable housing.

### **Discussion:**

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

Every year, the City of Bellevue looks for innovative, fresh ideas to use CDBG funds to address community needs and provide the biggest benefit for low- and moderate-income persons and community as a whole with the relatively small amount of CDBG funds received.

In determine the most advantageous use for the funding, the City of Bellevue takes into consideration different actions to foster and maintain affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination within the community.

### **Actions planned to address obstacles to meeting underserved needs**

The City of Bellevue will continue to identify community partners to assist with address the needs of the underserved in the community. By working with these partners and development projects for funding, the City hopes to develop public services offered by organizations within our community to specially address resident's needs.

During this Action Plan, the City is making an enhanced effort to enhance affordable housing options and the services available to those households.

### **Actions planned to foster and maintain affordable housing**

The City of Bellevue will continue to identify community partners to assist with address the needs of the underserved in the community. The City will continue to work with Rebuilding Together Omaha to identify opportunities to improve affordable housing for elderly homeowners through the rehabilitation programs. In the 2023 Action Plan, funding was provided to Habitat for Humanity of Sarpy County for to assist with the rehabilitation of a single-family housing unit for owner occupied households. Through the assistance to rehabilitate, Habitat will be able to provide an affordable housing unit and Bellevue will benefit from the future property taxes from a habitable housing unit. The City also supported the Housing Foundation for Sarpy County with their efforts to develop new affordable rental housing.

Working with these partners and development projects for funding, the City hopes to develop public services offered by organizations within our community to specifically address resident's needs.

### **Actions planned to reduce lead-based paint hazards**

As part of the ongoing program, the City will address lead-based paint hazards in homes receiving rehabilitation assistance when funding is available. The City staff will pursue educational opportunities for lead-based paint to assist with educating contractors of the requirements, identify available trainings

in the area, and work to identify additional funds sources to address this issue.

### **Actions planned to reduce the number of poverty-level families**

By providing investment in economic development to encourage new or expanding businesses to locate in Bellevue, the long-term jobs for low- and moderate-income residents will be increased which will provide stable employment opportunities and increase financial independent for poverty-level families. As part of the 2023 Action Plan, CDBG funds will be allocated to public service activities to support households as they work to support their families and effort towards self-sufficiency. The City will continue to work with the Bellevue Chamber of Commerce and other civic and business leaders to identify opportunity to expand the job opportunities for LMI households and provide necessary assistance such as job training to prepare individuals for those opportunities.

### **Actions planned to develop institutional structure**

The City strategy is to enhance coordinate partnerships among its Consolidated Plan partners, including health, mental health, homelessness, veteran, elderly, community-based, housing, and state and local government agencies to further examine the causes and demographics of homelessness and risk, assist in developing additional data sources, identify and report trends impacting multiple agencies in a more timely fashion, and provide outreach and education regarding conditions that create risk, homelessness, and chronic homelessness amongst the mentally-ill and other special-needs residents.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City will support the efforts of the Metropolitan Area Continuum of Care for the Homeless and participate in the updates to the 10-year plan to end homelessness and more regularly in their multi agency meetings. More active participation in the Continuum will improve the coordination of the City's Consolidated Plan goals and the Continuum's 10 Year Plan to End Homelessness. During the 2019 flooding crisis, the social services agencies worked together to address the needs of households facing homelessness. Through that crisis, the agencies developed a strong working bond and steps to address the ongoing needs of low-income households as the City moved from addressing a flood crisis to a pandemic response.

### **Discussion:**

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

### Introduction:

The 2023 Action Plan includes funding for one administration project and five additional projects: North Central Bellevue Sidewalk Improvements, Habitat for Humanity Housing Rehabilitation Project, BJSa Sports Participation Assistance Program, and, Lift Up Sarpy Bellevue Community Assistance Program.

Of the six projects, three projects will directly benefit low- and moderate-income persons and households: Habitat for Humanity Housing Rehabilitation Project, BJSa Participation Assistance Program and Lift Up Sarpy Bellevue Community Assistance Program. One project will provide enhanced and expanded public infrastructure to a low- and moderate-income census tract. One project is pending funding reallocation to an eligible project.

### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.00%

## Attachments

DRAFT

## **Action Plan Resolution**

### **Resolution No. 2023-**

**A RESOLUTION ADOPTING THE 2023-2024 ACTION PLAN AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET FOR THE OCTOBER 2023 – SEPTEMBER 2024 PROGRAM YEAR, AND AUTHORIZING THE MAYOR TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**

**WHEREAS**, the 2023 Action Plan meets all current planning and application requirements of the Community Planning and Development Programs funded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the consolidated programs include Community Development Block Grant; Home Investment Partnership program, Emergency Shelter Grants and Housing Opportunities for Persons with AIDS; and

**WHEREAS**, the City of Bellevue has conducted public hearings and has received public input concerning the development of an Annual Action Plan and otherwise informed residents of the proposed plan of activities and budget levels included in the Action Plan for Fiscal Year 2023-2024; and

**WHEREAS**, the Annual Action Plan contains the HUD Form 424, 424-D, an annual plan for the current funding year, and the required certifications of eligibility for federal assistance.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bellevue, Nebraska, as follows

- (a) The Council has reviewed the 2023 Action Plan which includes the plan for expenditure of Community Development Block Grant program funds and activities scheduled for October 2023 - September 2024 and find it to be consistent with the overall objectives of the Housing and Community Development Act and local neighborhood redevelopment strategies.
- (b) The Council, after evaluation of all the pertinent information presented, authorize the Mayor to submit on behalf of the City of Bellevue, the 2023-2024 Action Plan for Community Planning and Development Programs for the October 2023 – September 2024 Program Year.

**PASSED, APPROVED AND ADOPTED** by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 18<sup>th</sup> day of July 2023.

---

Rusty Hike, Mayor, Bellevue, NE

(SEAL)

ATTEST:

---

Susan Kluthe, City Clerk

**Grantee SF-424's and Certifications**

DRAFT

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\* 2. Type of Application:

- New
- Continuation
- Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

47-6006099

5a. Federal Entity Identifier:

47-6006099

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

CITY OF BELLEVUE

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

47-6006099

\* c. UEI:

MGFGXEFM3353

**d. Address:**

\* Street1:

1500 WALL STREET

Street2:

\* City:

BELLEVUE

County/Parish:

\* State:

NE: Nebraska

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

68005-3675

**e. Organizational Unit:**

Department Name:

FINANCE DEPARTMENT

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

MS.

\* First Name:

ABBY

Middle Name:

\* Last Name:

HIGHLAND

Suffix:

Title:

CDBG PROGRAM SPECIALIST

Organizational Affiliation:

CDBG CONSULTANT, CITY OF BELLEVUE, FINANCE DEPARTMENT

\* Telephone Number:

402-293-3000

Fax Number:

402-293-3058

\* Email:

abby.highland@outlook.com

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**11. Catalog of Federal Domestic Assistance Number:**

14.218

CFDA Title:

COMMUNITY DEVELOPMENT BLOCK GRANT/ENTITLEMENT GRANTS

**\* 12. Funding Opportunity Number:**

\* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

PROJECTS TO BE FUNDED WITH B-23 ENTITLEMENT FUNDING INCLUDE PUBLIC FACILITIES AND IMPROVEMENTS, HOUSING, PUBLIC SERVICES, OTHER ACTIVITIES, AND PROGRAM ADMINISTRATION

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="357,623.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="357,623.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

**\*\* I AGREE**

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:

Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

**Applicant and Recipient  
Assurances and Certifications**

**U.S. Department of Housing  
and Urban Development**

OMB Number: 2501-0017  
Expiration Date: 01/31/2026

**Instructions for the HUD-424-B Assurances and Certifications**

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

\*Authorized Representative Name:

Prefix:

\*First Name:

Middle Name:

\*Last Name:

Suffix:

\*Title:

\*Applicant Organization:

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which

is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.

**WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

\*Signature:

\*Date:

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer 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; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) \_\_\_\_\_ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

**Eligible Activities and Costs** -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

**Subsidy layering** -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **Emergency Solutions Grants Certifications**

The Emergency Solutions Grants Program recipient certifies that:

**Major rehabilitation/conversion/renovation** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

**Matching Funds** – The recipient will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

**Discharge Policy** – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

---

Signature of Authorized Official

---

Date

---

Title

**Housing Opportunities for Persons With AIDS Certifications**

The HOPWA grantee certifies that:

**Activities** -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

**Building** -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

- 1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
- 2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **APPENDIX TO CERTIFICATIONS**

### **INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:**

#### **Lobbying 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.

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\* 2. Type of Application:

- New
- Continuation
- Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

4. Applicant Identifier:

47-6006099

5a. Federal Entity Identifier:

47-6006099

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

CITY OF BELLEVUE

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

47-6006099

\* c. UEI:

MGFGXEFM3353

**d. Address:**

\* Street1:

1500 WALL STREET

Street2:

\* City:

BELLEVUE

County/Parish:

\* State:

NE: Nebraska

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

68005-3675

**e. Organizational Unit:**

Department Name:

FINANCE DEPARTMENT

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

MS.

\* First Name:

ABBY

Middle Name:

\* Last Name:

HIGHLAND

Suffix:

Title:

CDBG PROGRAM SPECIALIST

Organizational Affiliation:

CDBG CONSULTANT, CITY OF BELLEVUE, FINANCE DEPARTMENT

\* Telephone Number:

402-293-3000

Fax Number:

402-293-3058

\* Email:

abby.highland@outlook.com

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**11. Catalog of Federal Domestic Assistance Number:**

14.218

CFDA Title:

COMMUNITY DEVELOPMENT BLOCK GRANT/ENTITLEMENT GRANTS

**\* 12. Funding Opportunity Number:**

\* Title:

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

PROJECTS TO BE FUNDED WITH B-23 ENTITLEMENT FUNDING INCLUDE PUBLIC FACILITIES AND IMPROVEMENTS, HOUSING, PUBLIC SERVICES, OTHER ACTIVITIES, AND PROGRAM ADMINISTRATION

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="357,623.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="357,623.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

**\*\* I AGREE**

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:

Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

## ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

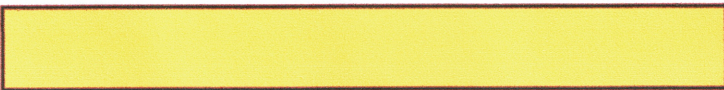
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b> 	<b>TITLE</b> Mayor
<b>APPLICANT ORGANIZATION</b> City of Bellevue	<b>DATE SUBMITTED</b> 07/13/2023

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. 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 of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer 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; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) \_\_\_\_\_ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## **APPENDIX TO CERTIFICATIONS**

### **INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:**

#### **Lobbying 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.

## ***Action Plan Resolution***

### **Resolution No. 2023-**

**A RESOLUTION ADOPTING THE 2023-2024 ACTION PLAN AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET FOR THE OCTOBER 2023 – SEPTEMBER 2024 PROGRAM YEAR, AND AUTHORIZING THE MAYOR TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**

**WHEREAS**, the 2023 Action Plan meets all current planning and application requirements of the Community Planning and Development Programs funded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the consolidated programs include Community Development Block Grant; Home Investment Partnership program, Emergency Shelter Grants and Housing Opportunities for Persons with AIDS; and

**WHEREAS**, the City of Bellevue has conducted public hearings and has received public input concerning the development of an Annual Action Plan and otherwise informed residents of the proposed plan of activities and budget levels included in the Action Plan for Fiscal Year 2023-2024; and

**WHEREAS**, the Annual Action Plan contains the HUD Form 424, 424-D, an annual plan for the current funding year, and the required certifications of eligibility for federal assistance.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Bellevue, Nebraska, as follows

- (a) The Council has reviewed the 2023 Action Plan which includes the plan for expenditure of Community Development Block Grant program funds and activities scheduled for October 2023 - September 2024 and find it to be consistent with the overall objectives of the Housing and Community Development Act and local neighborhood redevelopment strategies.
- (b) The Council, after evaluation of all the pertinent information presented, authorize the Mayor to submit on behalf of the City of Bellevue, the 2023-2024 Action Plan for Community Planning and Development Programs for the October 2023 – September 2024 Program Year.

**PASSED, APPROVED AND ADOPTED** by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 18<sup>th</sup> day of July 2023.

\_\_\_\_\_  
Rusty Hike, Mayor, Bellevue, NE

(SEAL)

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

**2023 ACTION PLAN FUNDING RECOMMENDATION – AMENDED 6.15.23**

<b>Applicant/Project</b>	<b>Requested Funding</b>	<b>Recommended Funding</b>
<b>Public Facilities and Improvements</b>		
<b>City of Bellevue – North Central Bellevue Sidewalks</b> Request funding to implement construction of new sidewalks and curb ramps to provide for safe ADA-compliant pedestrian travel routes and connectivity for residents in CDBG LMI areas 2, 3, and 4.	\$ 600,000.00	\$ 249,038.00
<b>Asha’s House Respite Center – Learning Center Security Enhancement</b> Request funding to install fencing, security lighting, furnishing and administration supplies for the respite center.	\$ 43,687.66	\$ -
<b>Housing Rehabilitation</b>		
<b>Habitat for Humanity of Sarpy County – Home Repair Program</b> Request funding to provide funding for critical home repairs to low- and moderate-income owner occupied households within Bellevue city limits	\$ 50,000.00	\$ 50,000.00
<b>Public Services</b>		
<b>Bellevue Junior Sports Association – Sports Participation Assistance Program</b> Request funding to offer a participation assistance for registration and equipment fees to low- and moderate-income households within city limits. Assistance will be open to all sports programs offered by application.	\$ 6,000.00	\$ 6,000.00
<b>Asha’s House Respite Center – Indoor/Outdoor Learning Center</b> Request funding to for equipment and garden supplies for an outdoor education area to teach life and employment skills.	\$ 25,000.00	\$ -
<b>Lift Up Sarpy County – Bellevue Community Response – Family Needs</b> Request funding to sponsor the Car Match program, childcare/education assistance, financial classes and a program coordinator.	\$ 120,000.00	\$ 47,643.00
<b>All Seasons Foundation – Assistance for Vulnerable Adults &amp; Senior Citizens</b> Request funding to assist with public service programs for adults and senior citizens in Bellevue.	\$ 95,000.00	\$ -
<b>Economic Development</b>		
<b>Escamilla, Vela, Boyles, Inc. – Kitchen Equipment</b> Request funding to assist with kitchen equipment for the rebuilding of a business and job creation/retention.	\$ 125,000.00	\$ -
<b>Other Activities/Reallocated Funds</b>		
<b>Reallocation of Funding</b> Funds are pending reallocation to another activity.	\$ 52,157.00	\$ -
<b>Administration and Planning</b>		

<b>City of Bellevue - Administration</b> Request funding for general management, oversight, coordination, and staff expense for the CDBG program.	\$ 50,000.00	\$ 50,000.00
<b>Total CDBG Funding</b>		
<b>Amount Available</b> (Allocation - \$357,623 + Reallocation \$45,058)	<b>\$ 1,114,687.66</b>	<b>\$ 402,681.00</b>

**CITY OF BELLEVUE  
NOTICE OF PUBLIC HEARING AND NOTICE OF AVAILABILITY  
OF THE PROPOSED 2023-2024 ACTION PLAN**

TO ALL INTERESTED AGENCIES GROUPS AND INDIVIDUALS:

The City of Bellevue, in consultation with local service providers, agencies, and individuals, has prepared and will submit the 2023-2024 Action Plan of activities for Community Planning and Development Programs including the Community Development Block Grant (CDBG) to the U.S. Department of Housing and Urban Development (HUD) in accordance with regulations at 24 CFR Part 91 governing consolidated submission for community planning and development programs.

A public hearing for the purpose of obtaining public comments for the proposed 2023-2024 Action Plan is scheduled for:

**Tuesday, July 18, 2023, at 6:00 pm during the Bellevue City Council meeting  
in the City Council Chambers, 1500 Wall Street, Bellevue, Nebraska, 68005.**

The location of the public hearing is wheelchair accessible. If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the City Clerk at (402) 293-3007 no later than July 14, 2023.

The fifth year Action Plan addresses the intended use of \$357,623 in 2023 entitlement grant funds and \$45,058 in reallocated funding under the Community Development Block Grant (CDBG) program and identifies community development priority needs, objectives, and activities to be implemented during Fiscal Year 2023-2024. All proposed activities are subject to approval and final adoption by the Mayor and the Bellevue City Council during the July 18, 2023, council meeting. The following table summarizes the proposed allocations for planned activities in FY 2023-2024:

**PUBLIC FACILITIES AND IMPROVEMENTS**

City of Bellevue (North Central Bellevue Sidewalks) \$249,038.00

**HOUSING**

Habitat for Humanity of Sarpy County (Home Repair Program) \$ 50,000.00

**PUBLIC SERVICE**

Bellevue Junior Sports Association (Participation Assistance Program) \$ 6,000.00

Lift Up Sarpy County (Bellevue Community Response Program/Family Needs) \$ 47,643.00

**ADMINISTRATION & PLANNING**

Program Administration \$ 50,000.00

**TOTAL \$ 402,681.00**

The proposed Action Plan is available for review at the following locations: Bellevue City Hall, City Clerk's Office, 1500 Wall Street, Bellevue, NE 68005; Bellevue Public Library, 1003 Lincoln Road, Bellevue, NE 68005; Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005; Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005; and, City of Bellevue website at [www.bellevue.net](http://www.bellevue.net)

Questions, comments or suggestions are encouraged concerning the 2023-2024 Action Plan and will be accepted until the time of final approval at the July 18, 2023, City Council meeting. All interest parties may submit written comments to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email at [abby.highland@outlook.com](mailto:abby.highland@outlook.com); or contact by phone at (402)293-3000. The approved 2023-2024 Action Plan will be submitted to the U.S. Department of Housing and Urban Development on or before August 15, 2023.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15a.  
7/18/2023

COUNCIL MEETING DATE: July 18, 2023		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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to approve the Redevelopment Plan for Lots 7 and 8, Old Orchard Place. Applicant: Excel Development Group.

SYNOPSIS/BACKGROUND:

The applicant is proposing the redevelopment of vacant property near 13th Street and Kasper Street. This area was previously designated as blighted and substandard by the City Council. The applicant is proposing the redevelopment of the property by constructing 18 duplexes consisting of 36 units of affordable senior housing. The applicant is estimating the property's assessed valuation to be \$7,650,000 upon full build-out of the site. The applicant is using \$356,936 as the base value. The applicant is proposing the use of TIF to fund \$280,000 of the \$2,149,815 eligible expenses.

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 and Planning Commission are recommending approval of this request.

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Res. No. 2023-21
4. Redevelopment Plan	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: Excel Development Group

CASE #: ECD-61

CITY COUNCIL HEARING DATE: July 18, 2023

REQUEST: to approve the Redevelopment Plan for Lots 7 and 8, Old Orchard Place.

On June 22, 2023, the City of Bellevue Planning Commission voted five yes, one no, two absent and zero abstained:

**APPROVAL** of the Cardinal Commons I Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill redevelopment.

VOTE:

Yes:	Five:	No:	One:	Abstain:	Zero:	Absent:	Two:
	Hankins		Ritz				Aerni
	Sims						Jacobson
	Ackley						
	Bennett						
	Perrin						

Planning Commission Hearing (s) was held on: June 22, 2023



We Influence The World!

City of Bellevue  
Planning Department  
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

**To:** City Council  
Mayor Hike  
City Administrator Jim Ristow  
**From:** Tammi Palm, Planning Manager  
**Date:** July 13, 2023  
**Subject:** Lots 7 and 8, Old Orchard Place

Attached for your review and recommendation is the Redevelopment Plan for Cardinal Commons I. This plan proposes the redevelopment of the vacant property of Lots 7 and 8, Old Orchard Place. This area was previously designated as blighted and substandard by the City Council. Approval of the Redevelopment Plan is the next step in the redevelopment process.

Cardinal Commons I (Phase 1 of the proposed Cardinal Commons subdivision) is approximately 5.6 acres in size and consists of several lots generally located on the northeast corner of South 13<sup>th</sup> Street and Kasper Street. The property presently contains a single family residence and several outbuildings which will be demolished under this plan.

The applicant is proposing redevelopment of the property by constructing 18 duplexes consisting of 36 units of affordable senior housing. Each unit will be two-bedroom and one-bathroom, with approximately 1,034 square feet of living area, 53 square feet of storage space, and a 292 square foot single-car garage, for a total of 1,379 square feet. The developer also plans to construct a 2,052 square foot community center which will house a kitchen, shared community space for residents, and a storm shelter.

The applicant is estimating the property's assessed valuation to be \$7,650,000 upon full build-out of the site. The applicant is using \$356,936 as the base value.

The Redevelopment Plan states there is approximately \$2,149,815 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF to fund \$280,000 of these expenses. The breakdown of costs and

data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review.

The City Attorney and Finance Director have reviewed the Plan and found it acceptable in regard to legal content and the proposed interest rate.

The Planning Department believes this project will be a benefit to the city through the improvement of a blighted and substandard area with a parcel that has remained vacant and underutilized. The Comprehensive Plan designates this area as medium density residential. The applicant's proposed development is in conformance with the Comprehensive Plan. The applicant is proposing an RG-28-PS zoning for the property, which is presently zoned AG. The proposed residential development is consistent with the existing uses adjacent to the property and conforms to the city's overall plan for development.

The Redevelopment Plan meets the requirements of Section 18-2111 of Nebraska State Statutes with respect to required plan contents. As required by Nebraska State Statutes, the Planning Department advertised the public hearing on this application twice in local publications and sent notification to the governing bodies of Sarpy County, the Papio-Missouri River NRD, Metropolitan Community College, ESU #3, and the Bellevue Public School District.

**PLANNING DEPARTMENT RECOMMENDATION:**

The Planning Department recommends approval of the Cardinal Commons I Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill redevelopment.

**PLANNING COMMISSION RECOMMENDATION:**

Approval of the Cardinal Commons I Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill redevelopment.

## **RESOLUTION 2023-21**

WHEREAS, Excel Development Group, is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described as Lots 7 and 8, Old Orchard Place, Sarpy County, Nebraska ("Redevelopment Project Area"); and

WHEREAS, the Redevelopment Project Area is situated within an area previously designated by the Bellevue City Council as blighted and substandard and in need of redevelopment as such terms are defined and contemplated by the Nebraska Community Development Law (Sections 18-2103(3) and 18-2103(31) et seq., R.R.S. Neb.) (the "Act"); and

WHEREAS, Excel Development Group has submitted the Redevelopment Project Plan for the Redevelopment Project Area ("Redevelopment Plan") to the Council for its approval as the authority and the governing body of the City (as such terms are contemplated by the Act) for the redevelopment of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan is attached to this Resolution as Exhibit "A"; and

WHEREAS, the Redevelopment Plan anticipates the redevelopment of land with new duplex residential units to be used for affordable senior living, and other property improvements as shown in Exhibit "A" (the "Redevelopment Project Plan"); and

WHEREAS, the Redevelopment Plan contemplates that the Redevelopment Project shall be the sole responsibility of, and shall be undertaken and completed at the sole cost and expense of Excel Development Group; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$7,293,064 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, Excel Development Group, and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of Excel Development Group, in an amount not to exceed the principal sum of \$280,000 which, if fully paid, will reimburse Excel Development Group for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

WHEREAS, the Redevelopment Plan contemplates that the tax increment financing instruments to be issued in furtherance of the Redevelopment Project will be fully retired within fifteen (15) years from the effective date of the Redevelopment Plan as a result of the anticipated increase in the assessed value of the Redevelopment Project Area alone (by the payment of the corresponding increase in ad valorem real estate taxes to be levied upon Redevelopment Project Area); and

WHEREAS, following a public hearing convened by the Bellevue Planning Commission pursuant to and in accordance with Section 18-2115 of the Act, the Bellevue Planning Commission concluded that the Redevelopment Plan was in conformity with the general plan for the development of the City and otherwise in conformity with the Act and recommended that this Council approve the Redevelopment Plan, such recommendation being attached to this Resolution in the form of Exhibit "B"; and

WHEREAS, following a public hearing convened in accordance with the requirements of Section 18-2115 of the Act, and in consideration of all information therein presented together with such other information as this Council has determined to be appropriate, this Council finds:

- (a) The Redevelopment Plan is in conformity with the general plan for the development of the City and otherwise in conformity with the legislative declarations and determinations of the Act;
- (b) The Redevelopment Project would not be economically feasible without the use of tax-increment financing;
- (c) The Redevelopment Project would not occur in the Redevelopment Project Area without the use of tax-increment financing;
- (d) The costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services are in the long-term interest of the City, its residents and taxpayers and the Redevelopment Project Area; and
- (e) The cost-benefit analysis for the Redevelopment Project, including that analysis identified and discussed in the Redevelopment Plan, i.e.
  - (i) Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147 of the Act;
  - (ii) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project;
  - (iii) Impacts on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Project Area;
  - (iv) Impacts on other employers and employees within the City and the immediate areas that are located outside the Redevelopment Project Area; and
  - (v) Such other impacts determined by this Council, as the Redevelopment Authority and governing body of the City to be relevant to the consideration of costs and benefits arising from the Redevelopment Project,

sufficiently demonstrates to this Council that approval of the Redevelopment Project as outlined in the Redevelopment Plan is in the best interest of the City, its residents, and taxpayers, subject to the execution and delivery of a Redevelopment Agreement (and other related agreements) among the Excel Development Group and such other appropriate parties, containing covenants, terms and conditions as shall be necessary or appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue as follows:

1. That the Redevelopment Plan should be and hereby is approved subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Excel Development Group, and such other parties as shall be appropriate, to be first approved by this City Council, which agreement(s) shall implement the Redevelopment Plan and set forth the covenants, terms, conditions and other appropriate provisions by which any tax increment financing instruments shall be issued and by which the Redevelopment Project shall be effected.
2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Excel Development Group, and such other parties

as shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 18TH DAY OF JULY 2023.

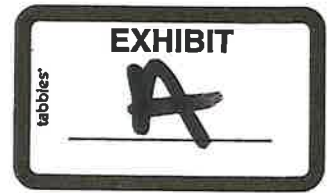
---

Rusty Hike, Mayor

ATTEST:

---

Susan Kluthe, City Clerk



**TAX INCREMENT FINANCING REDEVELOPMENT PLAN**  
**FOR**  
**CARDINAL COMMONS I**

LOTS 7 AND 8, OLD ORCHARD PLACE ADDITION  
BELLEVUE, NEBRASKA  
SUBMITTED: May 3, 2023

Submitted to:

Chairman and Members of the Planning Board

Submitted by:

Applicant: Excel Development Group  
8551 Lexington Avenue  
Lincoln, NE 68505

Attorney for Applicant: Michael D. Matejka  
Woods Aitken LLP  
10250 Regency Circle, Suite 525  
Omaha, NE 68114  
(402) 898-7409  
[mmatejka@woodsaitken.com](mailto:mmatejka@woodsaitken.com)

RECEIVED  
MAY 17 2023  
PLANNING DEPT.

## **PROJECT DESCRIPTION**

### **Background:**

The project site is generally located at the Northeast corner of the intersection of South 13th Street and Kasper Street. The project site presently consists of portions of Lots 7 and 8, Old Orchard Place Addition, City of Bellevue, Sarpy County Nebraska, and is approximately 5.6 acres.

The project site is designated as a “blighted and substandard” area by the City of Bellevue. Redevelopment of the property will support the City of Bellevue’s elimination of blighted and substandard areas within its boundaries as well as provide needed additional housing in the City.

Redevelopment of this site is anticipated to begin in 2023. It is anticipated that the construction of the 18 duplexes consisting of 36 units of affordable senior housing and a separate community building for this project will be completed in 2024.

### **Existing Land Use and Conditions of the Redevelopment Site:**

The Preliminary Plat is attached as Exhibit “A-1”. The project site will be the land designated as Portions of Lots 1, 2, and Outlot B, and all of Outlot C, Cardinal Commons Preliminary Plat, City of Bellevue, Sarpy County, Nebraska. On the Preliminary Plat is the proposed site plan for both this project, on the east side and the future Cardinal Commons II, on the west side.

Lots 7 and 8, Old Orchard Place Addition, are currently owned by Muriel Hagmann, Trustee of the Muriel Hagmann Family Trust. Excel Development Group has a binding contract to purchase this property upon the approval of the final plat by the City of Bellevue.

The project site is currently used as a residence with an adjoining acreage. The residence is a single-family house that is 94 years old. There is also a horse barn, pole barn, and tool shed. All of these structures are more than 40 years old and are in a deteriorated condition.

The project site is currently zoned as Agriculture – AG.

The project site has been declared to be blighted and substandard by the City of Bellevue pursuant to the standards of the Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

### **Proposed Use and Project Details:**

The Preliminary Plat and Site Plan is attached as Exhibit “A”. The Applicant proposes to construct 18 duplexes consisting of 36 units of affordable senior housing known as Cardinal Commons I. Each unit will have 2 bedrooms and 1 bathroom, and have approximately 1,034 square feet living area, 53 SF storage area, 292 SF single-car garage, total of 1,379 SF. The Applicant will also construct a 2,052 square foot community center which will have a kitchen, a community use space for residents, and a storm shelter. The project is proposed to be rezoned to RG-28 (General Residential).

The residential structures will be built by a contractor selected by the Applicant. The architectural plans are being designed by Architectural Design Associates (ADA). Engineering services are provided by REGA Engineering.

Applicant anticipates beginning grading and construction of necessary infrastructure in 2023, and anticipates completing the construction of the duplexes and community center in 2024.

Applicant will operate the project as an affordable senior rental project for with at least one qualifying tenant living in the unit being aged 55 or older. The Applicant has received an allocation of federal and state low-income housing tax credits from the Nebraska Investment Finance Authority (“NIFA”). The project will be subject to a Land Use and Restriction Agreement with NIFA that will require 40% of the units to have overall rents affordable at or below 60% of the applicable median income for a period of 45 years.

**Parking Plan for Proposed Project:**

Each residence will have an attached garage and driveway available for parking. There will be parking along the roads within the development as well. There will be a parking lot available for the community building.

### ANALYSIS:

The project site is located within a Community Redevelopment Area, meets the requirements of the Community Development Law, and qualifies for the submission of an application for the utilization of Tax Increment Financing (“TIF”) to cover costs associated with project development as submitted for approval through the TIF process. The project will be in compliance with the City’s zoning requirements, the City’s Master Plan, and applicable ordinances and development regulations.

This project serves to expand housing availability for persons in Bellevue 55 and older with 80% of the units having residents with incomes below 60% of the applicable medium income. The project also eliminates an area of blight with no recent development. The project will provide the needed site preparation, utilities connections, and infrastructure necessary to develop a location that has stagnated development due to the lack of necessary infrastructure for a comprehensive development. The difficulties and the additional costs involved in installing infrastructure and connecting utilities are challenges that further support the necessity of TIF assistance for this project.

This project would not be feasible without the assistance of TIF. The project’s largest source of funds are federal and state low income housing tax credits. These credits are allocated by the Nebraska Investment Finance Authority “NIFA”. The project will be subject to a Land Use Restriction Agreement filed by NIFA that will require 40% of the units in the project to have overall rents affordable at or below 60% of the applicable median income for a period of 45 years. This restriction substantially reduces the available income from the project as shown by the calculation on the return on investment with and without TIF funds attached as Exhibit B. A reasonable investor would not find the return on investment to be sufficient to invest additional equity into the project. In addition, the project is required to have a debt service coverage ratio of at least 1.15. Without TIF, the debt service coverage ratio would only be 0.981 and the project could not go forward. Therefore, the assistance of TIF is absolutely necessary to complete this project.

### Project Finance Summary

#### Sources of Funds

	<u>Amounts:</u>
Federal Tax Credit Equity	\$5,638,855
State Tax Credit Equity	\$2,547,435
Community Development Block Grant – Disaster Recovery Funds	\$2,000,000
Permanent Financing	\$1,092,049
Tax Increment Financing	\$280,000
Deferred Developer Fee	\$50,000
<b>Total Sources of Funds</b>	<b>\$11,608,339</b>

#### Uses of Funds

	<u>Amounts:</u>
Land	\$700,000
Demolition	\$125,000
Real Prop Development – Offsite	\$60,000

On Site Grading, Clearing, Etc.	\$1,300,000
Title Recording and Insurance	\$26,959
Soils Testing & Concrete Testing	\$22,000
Architect & Engineering Fees	\$131,600
Architect – Construction Supervision	\$5,000
Environmental Study	\$5,000
Market Study	\$4,500
Federal & State Tax Credit Fees	\$215,058
Project Reserves	\$299,969
Construction (36 units & Community Building)	\$8,713,253
<b>Total Uses of Funds</b>	<b>\$11,608,339</b>

**Assessed Valuation Discussion**

The project will be subject to Section 77-1333 of the Nebraska Revised Statutes which requires the County Assessor to assess the project using the income approach. Applicant estimates the average assessed valuation for each of the 18 duplexes to be \$425,000 per duplex for a total of \$7,650,000. The estimated assessed valuation for the Community Building is \$350,000, for a total estimated assessed valuation of \$8,000,000. The current assessed valuation for Lots 7 and 8 Old Orchard Place is \$356,936.

**Land Use and Zoning**

Lots 7 and 8 Old Orchard Place are currently zoned as Agriculture – AG. The project site will be rezoned to RG-28 (General Residential).

**Utilities and Public Improvements**

The project will require installation of roads, sidewalks, curbing, gutters, hydrants, sewers, and stormwater improvements within the project area and in the public right of way adjacent to the project.

**Historical Status**

Not applicable.

### **EVALUATION CRITERIA: MANDATORY CRITERIA**

1. **The project must be located within a blighted area or an area eligible for a designation of blighted as required and set forth by Nebraska statute.**

The properties were previously designated by the City of Bellevue as substandard and blighted in accordance with Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

2. **The project must further the objectives of the City's Master Plan.**

The project will result in the development of approximately 5.6 acres of underutilized land at the northeast corner of Kasper Street and 13th Street in Bellevue, NE. Once completed the development will offer 36 new duplex units for rental to tenants 55 and older with 80% of the units having incomes below 60% of the applicable medium income. The project will support the continued growth and housing needs of the Bellevue community. According to the Sarpy County & Communities, Nebraska County-Wide Housing Study with Strategies for Housing Affordability findings a majority of the 399 lost housing units in Sarpy County due to the 2019 disaster, an estimated 340 units, were in areas occupied by low- to moderate-income individuals and families. This includes an estimated 200 manufactured, modular and mobile homes in the City of Bellevue. At least 278 rental units are recommended for very low and low-income Sarpy County households by 2025. An estimated 154 rental housing units should be designated for seniors in the City of Bellevue. Bellevue Affordable Housing Action Plan shows a need for 104 affordable housing units for seniors (55+) and a need for 165 affordable housing units for seniors (55+) by 2032. This residential development conforms to the general plan for the City as a whole because it is consistent with the residential uses east and south of the project site. Additionally, the project furthers the City's goal of adding residential development to the area in a manner that is economically feasible.

3. **The use of TIF for the project will not result in a loss of pre-existing tax revenues to the City and other taxing jurisdictions.**

The Tax Increment Financing request proposes to utilize only the increase in property taxes resulting from the improvements made by the developer. Existing tax revenues will continue to accrue to the benefit of the City of Bellevue and other taxing jurisdictions within which the property lies. This property is currently underdeveloped, and the development of the property will add to the future tax base of the City. The City and other taxing authorities will continue to receive taxes at the current assessed value for the base year and will receive a significant increase in taxes on the increased taxable value upon completion of the TIF payments.

4. **The developer is able to demonstrate that the project would not be economically feasible without the use of Tax Increment Financing. In addition, if the project has site alternatives, the proposal must demonstrate that it would not occur in the area without TIF. Return on investment assists in determining the economic feasibility of the project.**

See Developer's "Return on Investment Analysis" attached hereto as Exhibit "B". This project would not be feasible without the assistance of the TIF. The project's largest source of funds are federal and state low income housing tax credits. These credits are allocated by the Nebraska Investment Finance Authority "NIFA". The project will be subject to a Land Use Restriction Agreement filed by NIFA that will require 40% of the units in the project to have overall rents affordable at or below 60% of the applicable median income for a period of 45 years. This restriction substantially reduces the available income from the project as shown by the calculation on the return on investment with and without TIF funds attached as Exhibit B. A reasonable investor would not find the return on investment to be sufficient to invest additional equity into the project. In addition, the project is required to have a debt service coverage ratio of at least 1.15. Without TIF, the debt service coverage ratio would only be 0.981 and the project could not go forward. Therefore, the assistance of TIF is absolutely necessary to complete this project.

## COST-BENEFIT ANALYSIS

1. **Tax shifts resulting from the approval of the use of funds pursuant to section 18-2147 (of the Community Development Law):**

There are no anticipated tax shifts resulting from this project. The current taxing authorities will continue to receive taxes on the property at the current assessed value determined for the base year.

2. **Public infrastructure and community public service needs impacts and local tax impacts arising from projects receiving incentives:**

Public infrastructure currently exists adjacent to the project site. The project will provide the necessary infrastructure within the site. There will be two street entrances into the project, from Kasper Street on the south and from both 13th Street on the west. Currently, this site is underutilized contributes to the blight of the area. In the long term, the project will provide a significant increase in local property tax revenues based upon the increased value of the developed site after repayment of the TIF funds. Because the project will provide 36 new senior housing units to the area, any impact upon the community public services already provided in the area is outweighed by the increased future tax revenue to be provided by the development.

3. **Impacts on employers and employees of firms locating or expanding within the boundaries of the area of redevelopment project:**

During redevelopment and construction, the project will create jobs and local businesses are likely to be patronized by workers. Upon completion of the project, the project will create housing availability for new and existing residents of the Bellevue community. The project will further benefit local business by increasing the residents in the area who will be likely to patronize nearby Bellevue businesses.

4. **Impacts on businesses within the area:**

This project will bring 36 additional households to the community of Bellevue. Those residents will support local shops and restaurants. The project will also provide new housing options for tenant's 55 and older in Bellevue.

5. **Impacts on students' populations and school districts within the project area:**

Since the 36 duplex units in this project will be rented to tenants 55 and older, the project is not likely to increase the student population in the school district with the project area.

6. **Any other impacts relevant to the consideration of costs and benefits arising from the development project:**

This project will bring new housing into an area that has not seen development for many years and will hopefully act as a catalyst for other developments and the revitalization of the surrounding properties. This project is in direct response to the devastating flooding that happened in 2019. Part of the funding source for Cardinal Commons I is a \$2 million of Community Development Block Grant – Disaster Recovery (CDBG-DR) that's in response to the flooding. The City of Bellevue was one of the hardest hit areas from the record breaking 2019 floods. The Cardinal Commons I project will bring much needed affordable housing to the City of Bellevue, will benefit low- to moderate-income persons, and will increase community resiliency in the face of future natural disasters by adding affordable housing in non-flood zone areas of Bellevue.

### **TIF REQUEST**

The TIF request is for \$280,000 plus accrued interest. The TIF amount is 2.4% of the total project cost. TIF will be used to offset TIF eligible costs such as land acquisition, site prep work, architectural and engineering fees, and public improvements as required. The TIF Eligible Expenses are shown in detail on Exhibit C. The total estimated project cost is \$11,608,339. The final assessed increased valuation upon completion of the project of \$ \$7,650,000 will support the TIF request of \$280,000 with interest at the rate of 6.5% per annum as shown by the Amortization Schedule attached as Exhibit D.

**EXHIBIT "A-1"**  
**PRELIMINARY PLAT**

**SHEET LEGEND:**  
 1 COVER & PROPOSED LAYOUT  
 2 PROPOSED CANNING  
 3 PROPOSED UTILITY  
 4 STREET PROFILE (SARPY RD)  
 5 STREET PROFILE (CARDINAL DR)  
 6 GROUND ELEVATION CONTING.

# CARDINAL COMMONS PRELIMINARY PLAT

LOCATED IN THE SE 1/4 OF SEC. 22, T.14N., R.13E. OF THE 6TH P.M., SАРY COUNTY, NEBRASKA



**Section Corner Ties**  
 E 1/4 Corner of Sec. 22 (154.81'±)  
 P.M. SURVEY MARK: Small Square in Asph. Sub. W/S/W  
 65.5'± P.M. 28'± Hub in East Metal Manhole  
 W/W 61.61'± P.M. Nail and Washer in Top of Curb  
 NW 44.09'± P.M. Nail and Washer in Top of Curb  
 C 1/4 Corner of Sec. 22 (149.81'±)  
 P.M. 28'± Hub  
 N 49.50'± P.M. 4" Open Top pipe  
 S 48.50'± P.M. 5/8" Meter  
 SW 11.11'± P.M. 1/2" Nail in East Face of P.P. 10'± A.G.

**LEGAL DESCRIPTION OF FINAL PLAT**  
 A parcel of land being all of Lots 7 & 8, Old Orchard Place, located in the SE 1/4 of Sec. 22, T. 14 N., R. 13 E. of the 6th P.M., City of Bellevue, Sarpy County, Nebraska and more particularly described as follows:  
**BEGINNING** at the NW Corner of said Lot 7;  
 thence on the North line of said Lot 7, N87°05'51"E, 254.18 feet to the NE corner of said Lot 7, all bearings hereon are relative true; and  
 thence on the East line of said Lots 7 & 8, S02°07'04"E, 354.37 feet to the SE corner of said Lot 8;  
 thence on the S line of said Lot 8, S89°04'24"W, 889.30 feet to the SW corner of said Lot 8;  
 thence on the West line of said Lots 7 & 8, N02°38'37"W, 326.44 feet to the POINT OF BEGINNING.  
 Containing a calculated area of 487,063 square feet or 11.21 acres more or less.

**SURVEYOR'S CERTIFICATION**  
 I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, THAT ANY CHANGES FROM THE DESCRIPTION APPEARING IN THE LAST RECORD TRANSFER OF THE LAND CONTAINED IN THE FINAL PLAT ARE SO INDICATED, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST AS DESCRIBED OR WILL BE INSTALLED AND THEIR POSITION IS CORRECTLY SHOWN AND THAT ALL DIMENSIONAL AND GEODETIC DATA IS CORRECT.  
 LYLE L. LOTH, L.S. #314

**OWNERS CERTIFICATION:**  
 WE, THE UNDERSIGNED, MUREL LEE HAGMANN FAMILY TRUST, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAD OUT, PLATED AND SUBDIVIDED, AND DO HEREBY LAY OUT AND SUBDIVIDE, SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT.  
 THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS **CARDINAL COMMONS PRELIMINARY PLAT**, AN ADDITION TO THE CITY OF BELLEVUE, NEBRASKA. ALL STREETS AND ALLEYS SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC UNLESS SPECIFICALLY NOTED HEREIN.  
 CLEAR TITLE TO THE LAND CONTAINED IN THIS PLAT IS GUARANTEED, ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS:  
 MUREL LEE HAGMANN FAMILY TRUST A NEBRASKA LIMITED LIABILITY COMPANY  
 LINDA LEE TRUSTEE

**ACKNOWLEDGE OF NOTARY:**  
 STATE OF NEBRASKA )  
 ) SS  
 SАРY COUNTY )  
 On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public, duly commissioned, qualified for and residing in said county, personally came **LINDA LEE**, Trustee of **MUREL LEE HAGMANN FAMILY TRUST**, to me personally known to be the identical person whose name is affixed to the dedication of the foregoing plat and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said company.  
 NOTARY PUBLIC  
 My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**APPROVAL OF BELLEVUE PUBLIC WORKS DIRECTOR**  
 THIS PLAT OF CARDINAL COMMONS PRELIMINARY PLAT WAS APPROVED BY THE BELLEVUE PUBLIC WORKS DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

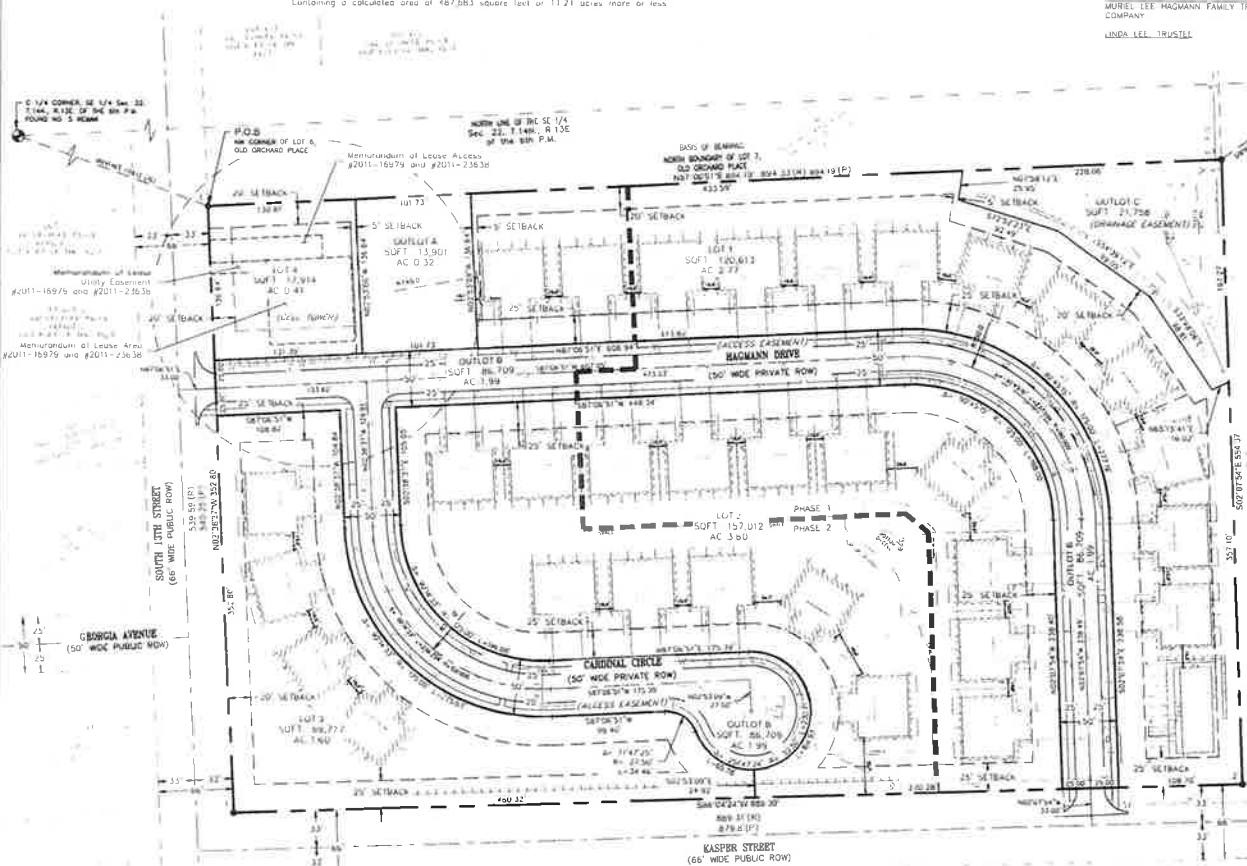
**COUNTY TREASURER'S CERTIFICATIONS**  
 THIS IS TO CERTIFY THAT I FOUND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.  
 COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

**REVIEW OF SАРY COUNTY SURVEYOR**  
 THIS PLAT OF CARDINAL COMMONS PRELIMINARY PLAT WAS REVIEWED BY THE SАРY COUNTY SURVEYOR'S OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**APPROVAL OF THE PLANNING COMMISSION OF BELLEVUE, NEBRASKA**  
 THIS FINAL PLAT OF CARDINAL COMMONS PRELIMINARY PLAT WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**ACCEPTANCE OF THE BELLEVUE CITY BOARD**  
 THIS FINAL PLAT OF CARDINAL COMMONS PRELIMINARY PLAT WAS APPROVED BY THE CITY BOARD OF THE CITY OF BELLEVUE, NEBRASKA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, IN ACCORDANCE WITH THE STATE STATUTES OF NEBRASKA.

**MONUMENT SYMBOL LEGEND**  
 ● FOUND CAPPED REBAR WITH 1-1/4" PLASTIC CAP STAMPED "LS 478"  
 ○ FOUND 1-1/2" PIPE  
 ○ FOUND 1" PINCHED PIPE  
 (R) RECORD PER W.O. #07-026  
 (P) RECORD PER OLD ORCHARD PLACE  
 NOTE: OUTLOT B IS AN ACCESS CASEMENT IN IT ENTIRETY.



**ZONING INFORMATION**  
 CURRENT ZONING: O1 - SINGLE FAMILY  
 FUTURE ZONING: RC - 28

**BUILDING SETBACK RESTRICTIONS**  
 FRONT YARD - 25 FEET  
 SIDE YARD - 5 FEET  
 REAR YARD - 20 FEET

**OWNER/DEVELOPER:**  
 MUREL LEE HAGMANN FAMILY TRUST  
 1012 KASPER ST.  
 BELLEVUE NE 68147

**SURVEYOR:**  
 LYLE L. LOTH  
 RECA ENGINEERING GROUP INC  
 601 OLD CHENEY RD., SUITE "A"  
 LINCOLN, NE 68512 (402) 484-7342

**ENGINEER:**  
 NATHANIEL P. BURKETT  
 RECA ENGINEERING GROUP INC  
 601 OLD CHENEY RD., SUITE "A"  
 LINCOLN, NE 68512 (402) 484-7342

Total Lots = 4  
 Total Outlots = 3  
 Total Acres = 11.21



REGA ENGINEERING GROUP, INC. 801 OLD CHENEY RD. SUITE A LINCOLN, NE 68512 402-484-7342 OFFICE		
JOB NAME: CARDINALCOMMONS	DRAWN BY: RCR   CHECKED BY: LLL/NPH	
LOCATION: BELLEVUE, NEBRASKA	DATE: 20/04/2023	SHEET 1 OF 6

**EXHIBIT B**  
**RETURN ON INVESTMENT ANALYSIS**

## Return on Investment Analysis

### Project with TIF ROI Analysis

Cardinal Commons I  
36-Unit Senior Duplexes  
FORECASTED CASH DISTRIBUTIONS  
TO INVESTORS WITH A \$ 405,998 Investment (1)  
ASSUMING A 28% MARGINAL FEDERAL TAX BRACKET (2)

4 Dec-22

Year	Share Of Earnings (Losses)	Tax Benefit (Expense) (3)	331,731 Tax Credits (3)	Cash Distributions (4)	After Tax Benefits	Capital Contribution (4)	After Tax Cash Flow	Internal Rate of Return		Before Tax Equivalent IRR
								Annual After Tax Return	After Tax IRR	
Pre-Open						(\$405,998)	(\$405,998)			
1	(\$21,015)	5,864	33,173	0	39,057	0	\$39,057	9.6%		
2	(\$16,489)	4,617	33,173	0	37,790	0	\$37,790	9.3%		
3	(\$16,428)	4,600	33,173	0	37,773	0	\$37,773	9.3%		
4	(\$16,366)	4,583	33,173	0	37,756	0	\$37,756	9.3%		
5	(\$16,304)	4,565	33,173	0	37,738	0	\$37,738	9.3%		
6	(\$16,241)	4,547	33,173	0	37,720	0	\$37,720	9.3%		
7	(\$16,177)	4,529	33,173	0	37,702	0	\$37,702	9.3%		
8	(\$16,111)	4,511	33,173	0	37,684	0	\$37,684	9.3%		
9	(\$16,045)	4,493	33,173	0	37,666	0	\$37,666	9.3%		
10	(\$16,103)	4,509	33,173	0	37,682	0	\$37,682	9.3%		
11	(\$15,457)	4,328	0	0	4,328	0	\$4,328	1.1%		
12	(\$15,387)	4,308	0	0	4,308	0	\$4,308	1.1%		
13	(\$15,316)	4,288	0	0	4,288	0	\$4,288	1.1%		
14	(\$15,243)	4,268	0	0	4,268	0	\$4,268	1.1%		
15	(\$15,293)	4,282	0	0	4,282	0	\$4,282	1.1%		
(5) 15	(\$127,461)	25,492	0	44,296	69,788	0	\$69,788		2.06%	2.86%

(1) A \$405,998 investment is 5.00% of the projected \$8,119,960 to be invested as capital.

(2) For illustration purposes, a 28% federal tax bracket as of the date of the forecast is used. **A lower tax bracket will decrease the internal rate of return.**

(3) Investors may use net losses and tax credits to offset taxes on \$25,000 of ordinary income. Unused losses and tax credits may be carried forward up to 15 years or carried back three years. Net losses and tax credits may be used to offset any amount of passive income. **however alternative minimum tax rules may apply. It is assumed in this example that the investor has no passive income, is not affected by alternative minimum tax rules, and can use 100% of the tax credits each year.** It is assumed that investors are on a cash basis. Interest accrued on investor loans is not deductible. Net income/loss has been increased for net accrued investor loan interest in calculating tax benefit/expense.

(4) Cash distributions includes interest paid on investor loans. Capital contributions include investor loan advances and principal repayment of investor loans.

(5) Assets sold at end of year. See Calculation of Gain and Cash Proceeds At Sale for method used in calculating sale price. A capital gains tax rate of 20% is applied to the gain on sale in year 15.

(6) The after-tax internal rate of return is based on the annual net after-tax cash flows including sale of the projects. The internal rate of return is the percentage rate that equates the present value of an expected future series of cash flows to the initial investment.

## Project Without TIF ROI Analysis

Cardinal Commons I  
36-Unit Senior Duplexes  
FORECASTED CASH DISTRIBUTIONS  
TO INVESTORS WITH A \$ 405,998 Investment (1)  
ASSUMING A 28% MARGINAL FEDERAL TAX BRACKET (2)

4-Dec-22

Year	Share Of Earnings (Losses)	Tax Benefit (Expense) (3)	351,731 Tax Credits (3)	Cash Distributions (4)	After Tax Benefits	Capital Contribution (4)	After Tax Cash Flow	Internal Rate of Return		Before Tax Equivalent IRR
								Annual After Tax Return	After Tax IRR	
Pre-Open						(\$405,998)	(\$405,998)			
1	(\$21,926)	6,139	33,173	0	39,312	0	\$39,312	9.7%		
2	(\$17,388)	4,869	33,173	0	36,042	0	\$36,042	9.4%		
3	(\$17,315)	4,848	33,173	0	38,021	0	\$38,021	9.4%		
4	(\$17,241)	4,828	33,173	0	38,001	0	\$38,001	9.4%		
5	(\$17,165)	4,806	33,173	0	37,979	0	\$37,979	9.4%		
6	(\$17,087)	4,784	33,173	0	37,958	0	\$37,958	9.3%		
7	(\$17,008)	4,762	33,173	0	37,935	0	\$37,935	9.3%		
8	(\$16,927)	4,739	33,173	0	37,913	0	\$37,913	9.3%		
9	(\$16,843)	4,716	33,173	0	37,889	0	\$37,889	9.3%		
10	(\$16,882)	4,727	33,173	0	37,900	0	\$37,900	9.3%		
11	(\$16,217)	4,641	0	0	4,641	0	\$4,641	1.1%		
12	(\$16,125)	4,615	0	0	4,615	0	\$4,615	1.1%		
13	(\$16,033)	4,489	0	0	4,489	0	\$4,489	1.1%		
14	(\$15,936)	4,462	0	0	4,462	0	\$4,462	1.1%		
15	(\$15,961)	4,459	0	0	4,459	0	\$4,459	1.1%		
15	(\$139,928)	26,186	0	28,888	55,049	0	\$55,049		1.77%	2.46%

(1) A \$405,998 investment is 5.00% of the projected \$8,119,960 to be invested as capital.

(2) For illustration purposes, a 28% federal tax bracket as of the date of the forecast is used. **A lower tax bracket will decrease the internal rate of return.**

(3) Investors may use net losses and tax credits to offset taxes on \$25,000 of ordinary income. Unused losses and tax credits may be carried forward up to 15 years or carried back three years. Net losses and tax credits may be used to offset any amount of passive income, **however alternative minimum tax rules may apply. It is assumed in this example that the investor has no passive income, is not affected by alternative minimum tax rules, and can use 100% of the tax credits each year. It is assumed that investors are on a cash basis, interest accrued on investor loans is not deductible. Net income (loss) has been increased for net accrued investor loan interest in calculating tax benefit (expense).**

(4) Cash distributions includes interest paid on investor loans. Capital contributions include investor loan advances and principal repayment of investor loans.

(5) Assets sold at end of year 5. Calculation of Gain and Cash Proceeds At Sale for method used in calculating sale price. A capital gains tax rate of 20% is applied to the gain on sale in year 15.

(6) The after-tax internal rate of return is based on the annual net after-tax cash flows including sale of the projects. The internal rate of return is the percentage rate that equates the present value of an expected future series of cash flows to the initial investment.

### Conclusion

Project without TIF would have a -0.29% after tax IRR and a -0.4% before tax equivalent IRR consequence.

### Debt Service Coverage Ratio (DSCR)

Project with TIF DSCR: 1.245

Project without TIF DSCR: 0.981

**Conclusion**

Project without TIF would make the average DSCR fall to 0.981 which is below the 1.15 minimum requirement.

**EXHIBIT C**

**TIF ELIGIBLE EXPENSES**

<b><u>TIF Eligible Expenses</u></b>	
<b>Land Acquisition</b>	<b>\$700,000</b>
<b>Site Grading</b>	<b>\$400,000</b>
<b>Storm Sewer</b>	<b>\$100,000</b>
<b>Sanitary Sewer</b>	<b>\$250,000</b>
<b>Paving</b>	<b>\$300,000</b>
<b>Sidewalk</b>	<b>\$50,000</b>
<b>Water</b>	<b>\$150,000</b>
<b>Electricity</b>	<b>\$50,000</b>
<b>Architecture/Engineering</b>	<b>\$131,600</b>
<b>Attorney Fees</b>	<b>\$12,500</b>
<b>TIF Application Fees</b>	<b>\$3,500</b>
<b>Rezoning Fees</b>	<b>\$525</b>
<b>Platting Fees</b>	<b>\$1,690</b>
<b>Total:</b>	<b>\$2,149,815</b>
<b>Requesting:</b>	<b>\$280,000</b>

**EXHIBIT D**

# Simple Interest Loan Calculator

[HELP](#)



Loan Information	
Loan Amount	\$ 280,000
Annual Interest Rate	6.50%
Term of Loan in Years	15
First Day Interest Accrues	9/10/2025
Payment Frequency	Semi-Annual
Days in Year	360
Extra Semi-Annual Payment	\$ -

Summary	
Daily Interest Rate	0.0180556%
Number of Payments	31
Total Payments	\$ 447,143.22
Total Interest	\$ 167,143.22

## Semi-Annual Payment

**\$14,750.89** (rounded up)

Enter Monthly Payment

14750.89 (rounded up)

## Amortization Schedule

Rounding On

Pmt No.	Date	Payment	Interest Accrued	Interest Balance	Principal Balance	Total Owed
	9/9/25			\$ 280,000	\$ 280,000	
1	3/10/26	14,750.89	9,201.11	0.00	274,450.22	274,450.22
2	9/10/26	14,750.89	9,117.85	0.00	268,817.18	268,817.18
3	3/10/27	14,750.89	8,785.09	0.00	262,851.38	262,851.38
4	9/10/27	14,750.89	8,732.51	0.00	256,833.00	256,833.00
5	3/10/28	14,750.89	8,439.82	0.00	250,521.93	250,521.93
6	9/10/28	14,750.89	8,322.90	0.00	244,093.93	244,093.93
7	3/10/29	14,750.89	7,977.13	0.00	237,320.17	237,320.17
8	9/10/29	14,750.89	7,884.30	0.00	230,453.58	230,453.58
9	3/10/30	14,750.89	7,531.35	0.00	223,234.04	223,234.04
10	9/10/30	14,750.89	7,416.33	0.00	215,899.48	215,899.48
11	3/10/31	14,750.89	7,055.72	0.00	208,204.31	208,204.31
12	9/10/31	14,750.89	6,917.01	0.00	200,370.43	200,370.43
13	3/10/32	14,750.89	6,584.39	0.00	192,203.93	192,203.93
14	9/10/32	14,750.89	6,385.44	0.00	183,838.48	183,838.48
15	3/10/33	14,750.89	6,007.94	0.00	175,095.54	175,095.54
16	9/10/33	14,750.89	5,817.06	0.00	166,161.71	166,161.71
17	3/10/34	14,750.89	5,430.26	0.00	156,841.08	156,841.08
18	9/10/34	14,750.89	5,210.61	0.00	147,300.80	147,300.80
19	3/10/35	14,750.89	4,813.87	0.00	137,363.78	137,363.78
20	9/10/35	14,750.89	4,563.53	0.00	127,176.42	127,176.42
21	3/10/36	14,750.89	4,179.16	0.00	116,604.69	116,604.69
22	9/10/36	14,750.89	3,873.87	0.00	105,727.66	105,727.66
23	3/10/37	14,750.89	3,455.24	0.00	94,432.01	94,432.01
24	9/10/37	14,750.89	3,137.24	0.00	82,818.36	82,818.36
25	3/10/38	14,750.89	2,706.55	0.00	70,774.02	70,774.02
26	9/10/38	14,750.89	2,351.27	0.00	58,374.40	58,374.40
27	3/10/39	14,750.89	1,907.71	0.00	45,531.22	45,531.22

28	9/10/39	14,750.89	1,512.65	0.00	32,292.98	32,292.98
29	3/10/40	14,750.89	1,061.18	0.00	18,603.27	18,603.27
30	9/10/40	14,750.89	618.04	0.00	4,470.43	4,470.43
31	3/10/41	4,616.52	146.10	0.00	0.00	0.00

16a.  
7/18/2023

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/18/2023		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:

Approve the 2022 CDBG Subrecipient Agreement with Housing Foundation for Sarpy County for the Housing Development Director Assistance in an amount not to exceed \$ 72,500.00

SYNOPSIS/BACKGROUND:

As part of the 2022 Action Plan approved by the City Council on July 19, 2022, Housing Foundation for Sarpy County was approved for funding in an amount not to exceed \$40,000.00 for the Housing Development Director Assistance which includes financial assistance to support the employment of a housing development director whose primary duties will be to build relationships with potential development partners and garner support for affordable housing. The Housing Foundation for Sarpy County has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$40,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Housing Foundation for Sarpy County INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2022 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 07/18/2023 CONTRACT TERM: 1 year CONTRACT END DATE: 07/17/2024

PROJECT NAME: Housing Foundation Housing Development Director Assistance

START DATE: 07/18/2023 END DATE: 07/17/2024 PAYMENT DATE: INSURANCE REQUIRED: Yes

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192306 ACCOUNT NUMBER: 60/1903/192306/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Housing Foundation for Sarpy County.

ATTACHMENTS:

- 1. 2022 CDBG Subrecipient Agreement
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Kimberly Bergillon

FINANCE APPROVAL AS TO FORM: [Signature]

ADMINISTRATOR APPROVAL AS TO FORM: [Signature]

**SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF BELLEVUE AND  
HOUSING FOUNDATION FOR SARPY COUNTY  
FOR EXPENDITURE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
B-22-MC-31-0003**

THIS 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-22-MC-31-0003 HUD contract in the amount of \$40,000.00 for assistance to support the employment of a Housing Development Director; and

NOW, THEREFORE, it is agreed between the parties hereto that:

**A. SCOPE OF SERVICE.**

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$40,000.00 from the B-22-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing assistance to support the employment of a housing development director whose primary duties will be to build relationships with potential partners and garner support for affordable housing all within Bellevue city limits which is eligible under 24 CFR 570.201(p) Non-Profit Organization Capacity Building and Technical Assistance. Such program will include the following activities eligible under the CDBG program:

- \_\_\_\_\_ a. Program Delivery. To provide assistance to support the employment of a Housing Development Director assistant to increase development capacity as outlined in the 2022 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
- i. Develop a job description and classification, performance objectives and review requirements, and timeline for completion of objectives.
  - ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
  - iii. Prepare reports documenting accomplishments of primary duties and the development of affordable housing as a result of those efforts.



**B. RECORDS, REPORTING AND PAYMENT SCHEDULES.**

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$40,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
  - a. Records providing a full description of each activity undertaken, including compliance with standards for technical assistance in 24 CFR 570.201(p);
  - 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. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI), formerly known as the DUNS number, registered in the System for Award Management (SAM) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. 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 1<sup>st</sup> to September 30<sup>th</sup>. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
  - a. 1<sup>st</sup> Quarter: October – December,
  - b. 2<sup>nd</sup> Quarter: January – March,
  - c. 3<sup>rd</sup> Quarter: April – June, and
  - d. 4<sup>th</sup> Quarter: July – September.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
  - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
  - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
  - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
  - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts
  - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
  - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
  - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)) and maintain a City of Bellevue

contractor's license as required. 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 1<sup>st</sup> and 3<sup>rd</sup> 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 approval of the 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 or twelve (12) months from August 1, 2023, whichever occurs earlier. 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 Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

## 3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

- i. This is a Section 3 covered project. Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- ii. 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 the U.S. Department of Housing and Urban Development (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.
- iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. 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 Part 75 regulations.
- iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- vi. The contractor 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 regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.

- vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

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 rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

#### **E. UNIFORM ADMINISTRATIVE REQUIREMENTS.**

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) 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). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

**I. SUSPENSION OR TERMINATION OF AGREEMENT.**

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
  - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
  - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
  - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

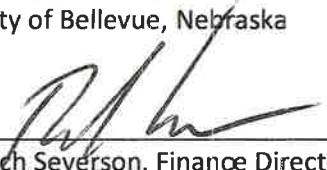
**J. NOTICES.**

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
  - a. To GRANTEE: City Administrator  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005
  - b. To SUBRECIPIENT: President, Board of Directors  
Housing Foundation for Sarpy County  
8214 Armstrong Circle  
Bellevue, NE 68005

c. Copy to: Finance Director  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005



\_\_\_\_\_  
Rusty Hike, Mayor  
City of Bellevue, Nebraska

  
\_\_\_\_\_  
Rich Severson, Finance Director  
City of Bellevue, Nebraska

  
\_\_\_\_\_  
Autumn Sky Burns, President  
Housing Foundation for Sarpy County

  
\_\_\_\_\_  
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: 11/30/25

STATE OF NEBRASKA        )  
                                          ): SS.  
COUNTY OF SARPY        )

The above and foregoing instrument was acknowledged before me this 11 day of July, 2023 by Autumn Sky Burns, President, Housing Foundation for Sarpy County, on behalf of the organization.

My Commission Expires:

11/30/25

  
NOTARY PUBLIC



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
7/18/2023

COUNCIL MEETING DATE: 07/18/2023		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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application from Switch Gear Entertainment LLC for facade improvements for a commercial business in an amount not to exceed \$47,541.00 from the CDBG Community Revitalization Fund.

SYNOPSIS/BACKGROUND:

The City of Bellevue received an application from Switch Gear Entertainment, LLC, owner Steven Kucirek, for commercial reuse funds available through CDBG Community Revitalization Funds (CCRF). The application requested \$185,0000 for commercial development assistance. The project meets CDBG eligible activity and national objective for low/moderate job creation and qualifies for commercial assistance; CCRF has \$47,541.00 available for commercial projects. The application has been reviewed and approved by CDBG and City Administration and an environmental review record was completed. The assistance will be in the form of a loan which will be forgiven once conditions are met including the creation of 2.4 new full-time equivalent employment positions for LMI individuals. The loan agreement and promissory note outline the terms of the agreement for loan and the deed of trust will be used to secure the funds until all CDBG requirements are met.

FISCAL IMPACT: \$47,541.00 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: CDBG Community Revitalization Loan Agreement

CONTRACT EFFECTIVE DATE: 07/18/2023 CONTRACT TERM: 5 years CONTRACT END DATE: 07/17/2028

PROJECT NAME: CCRF Kucirek Loan Agreement

START DATE: 07/18/2023 END DATE: 07/17/2028 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG Community Revitalization Fund loan documents with Kucirek.

ATTACHMENTS:

- |                       |                                        |                         |
|-----------------------|----------------------------------------|-------------------------|
| 1. CCRF Application   | 2. CCRF Loan Agreement                 | 3. CCRF Promissory Note |
| 4. CCRF Deed of Trust | 5. Project Environmental Review Record | 6.                      |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*

**CITY OF BELLEVUE  
CDBG COMMUNITY REVITALIZATION FUND  
APPLICATION CHECKLIST**

This packet includes a description of the commercial and housing programs available, an eligibility checklist that applies to all applicants, and an application form. The following is a list of items required when submitting your application:

- Signed and completed grant/loan application
- Business plan (*Attachment 1: Express Business Plan* template may be used if the business does not already have one)
- Business Tax Returns, along with Income and Expenses statements, for past three years OR Personal Tax Returns for the past three years.
- Copy of most recent business financial statement
- Recent Credit Report Print Out
- SAM.gov Registration Documentation

**NOTE: INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. ALL TAX RETURNS AND FINANCIAL INFORMATION MUST BE SIGNED AND DATED.**

Following initial application review by the City of Bellevue, eligible applicants will be contacted by city staff to answer any remaining questions regarding the application. Staff will then begin the environmental review process for the project.

## U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REQUIREMENTS

The following is a list of Housing and Urban Development (HUD) requirements that **may** apply to your project if it is federally funded by the City's loan and grant programs. Please be advised that upon receipt of your application the project will be assessed and a determination will be made as to which requirements will apply.

**Davis/Bacon Act:** For commercial projects that exceed \$2,000, contractors who bid on the project will need to comply with current wage rate determinations issued by Department of Labor. All labor costs will be monitored to ensure workers are paid a fair wage. (Please request the informational packet prior to requesting bids from contractors. Wage Rates can change daily, ask for the most current available rates.)

**Historic Preservation:** A building which is designated as historically significant or is located in a designated historic district must be reviewed and approved by the local Historic Preservation Board and the State Historic Preservation Office.

**Environmental Review:** All projects are subject to this review that includes a city inspection by the code enforcement office. Items that are reviewed may include but are not limited to: Asbestos, lead paint hazards, floodplains, wetlands, noise, thermal/explosives and solid waste disposal.

**Lead-Based Paint Hazards:** Any Rehabilitation grants made by the City of BELLEVUE shall be subject to the current federal regulations contained in entitlement grant regulations 24 CFR Part 35 provisions providing for the elimination of lead-based paint hazards.

**Flood Hazard Insurance:** If the property to be improved is located in a designated flood hazard area, the applicant is required to carry flood plain insurance in accordance with the National Insurance Act of 1968 (as amended) and abide by the regulations of the Flood Disaster Protection Act of 1973 as contained in Entitlement Grant Regulations 24 CFR 570.605.

**For more information on these items, please contact the  
CDBG Department for the City of Bellevue at (402) 293-3000.**

**CDBG COMMUNITY REVITALIZATION FUND  
APPLICATION FORM**

---

APPLICATION FUND (SELECT ONE):  COMMERCIAL REUSE FUND  HOUSING REUSE FUND

**I. Applicant and Business Information:**

Date: 4/7/23

Applicant: Steven Michael Kucirek JR

Address: 5211 Heartland Dr

City: Papillion State: NE Zip Code: 68133

Telephone: 757-771-7760 Fax: \_\_\_\_\_

E-Mail: stevenmkucirekjr@yahoo.com

Business Name: Switchgear Entertainment, LLC d/b/a The Alley

Business Address: 601 Chateau Dr

City: Bellevue State: NE Zip Code: 68133

Telephone: 757-771-7760 Fax: \_\_\_\_\_

Web Address: In Progress E-Mail: stevenmkucirekjr@yahoo.com

Type of Business:  Sole Proprietor  Partnership  LLC  Corporation  S-Corporation  Other: \_\_\_\_\_

Date Established: August 2022 State of Incorporation: Active

Federal Tax I.D. #: [REDACTED] DUNS #: \_\_\_\_\_

Business Description (attach additional sheets as necessary): Bowling Alley in Bellevue, NE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**II. Management (Proprietors, Partners and Stockholders owning 20% or more of stock)**

Name	Address	% owned	Social Security #
Steven M Kucirek JR	5211 Heartland Dr Papillion, NE 68133	100	[REDACTED]

For Corporations, please furnish the names and addresses of:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary/Clerk: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Directors: \_\_\_\_\_

---

**III. Site Control**

Does the applicant have control of the business site? Yes X No \_\_\_\_\_

If yes, indicate type of control: Own X Lease \_\_\_\_\_  
 Type of Lease \_\_\_\_\_  
 Terms of Lease \_\_\_\_\_  
 Lease/Option \_\_\_\_\_  
 Other \_\_\_\_\_

---

**IV. Environmental Impact:**

Do any of your activities cause any form of pollution or nuisance: Yes \_\_\_\_\_ No X \_\_\_\_\_

If Yes, please explain (attach additional sheets as necessary): \_\_\_\_\_

Does your business require EPA approval? No \_\_\_\_\_



*VI. Collateral offered if assistance is approved:*

<b>Description</b>	<b>Purchase Price</b>	<b>Present Market Value</b>	<b>Mortgage/Liens</b>	<b>Equity</b>
<b>601 Chateau Dr Bellevue, NE 68005</b>	<b>Owned</b>	<b>\$3.22M</b>	<b>\$700,000</b>	<b>\$2.52M</b>

**VII. Labor Information\*:** (attach more pages if needed)

Current Number of Employees: Not Open Yet Full-Time: \_\_\_\_\_ Part-Time: \_\_\_\_\_

If requesting funding to retain jobs:

Existing Position (Please list Retained position titles, not employee names)	Address of Employee Retained (Required)	Part Time or Full Time	Total Household (including employee)		Health Benefits Offered
			Size	Annual Income (total)	
		<input type="checkbox"/> PT <input type="checkbox"/> FT		Total HH Annual \$	<input type="checkbox"/> Yes
		<input type="checkbox"/> PT <input type="checkbox"/> FT			<input type="checkbox"/> Yes
		<input type="checkbox"/> PT <input type="checkbox"/> FT			<input type="checkbox"/> Yes
		<input type="checkbox"/> PT <input type="checkbox"/> FT			<input type="checkbox"/> Yes
		<input type="checkbox"/> PT <input type="checkbox"/> FT			<input type="checkbox"/> Yes
Total FTE			Click or tap here to enter text.		

If requesting funding to create jobs:

Position (Expected to Create with CDBG funds)	Number of Positions	Part Time or Full Time	Entry Level	Offered to LMI Household	Health Benefits Offered
Managers	3-5	<input type="checkbox"/> PT <input checked="" type="checkbox"/> FT	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes
Kitchen Staff	4-8	<input checked="" type="checkbox"/> PT <input checked="" type="checkbox"/> FT	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes
Service Counter Employees	4-5	<input checked="" type="checkbox"/> PT <input checked="" type="checkbox"/> FT	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes
General Service Employees	5-10	<input checked="" type="checkbox"/> PT <input checked="" type="checkbox"/> FT	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes
		<input type="checkbox"/> PT <input type="checkbox"/> FT	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Total FTE		10-18			

Total Full Time Positions Retained + Created :		Total Part-Time Retained + Created:	
Number of FTE Jobs Created/Retained by this Project: At least 20			
Ratio of Jobs Created/Retained by CDBG Funding): (Min requirement = 1:\$20,000)			

\* If awarded additional demographic information will be required before disbursement of funds. These include, but are not limited to race and ethnicity, age, sex, and disability of positions retained. If the positions are created the same demographic information will be required for those jobs retained. The employer must collect that information at application and submit to the City to show compliance with CDBG funding.

---

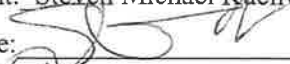
***VII. Applicant Certification***

It is hereby represented and certified by the undersigned that to the best knowledge and belief of the undersigned, the information contained herein and attached hereto is accurate and correct and truly descriptive of the project, the ***Applicant*** and any guarantor or other proposed project occupant.

I understand that assistance from the CITY OF BELLEVUE's CDBG Community Revitalization Program are generally for a maximum of five years and that the programs can be utilized only when credit ***is not*** otherwise available.

I understand the CITY OF BELLEVUE City Council is the only power authorized to approve my financing request and that I can rely only upon ***written evidence*** from the City that the City Council has approved my request. Any other communications are preliminary in nature and ***do not, in any way, constitute a commitment to lend.***

If my application is approved, the CITY OF BELLEVUE may use my name, the company's name and the assistance amount for promotional purposes.

Applicant: Steven Michael Kucirek JR  
Signature:   
Date: 4/7/23

Co-Applicant: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

If Incorporated:  
Corporate Name: \_\_\_\_\_  
By (Title): \_\_\_\_\_  
Date: \_\_\_\_\_

---

Non-discrimination Statement The U.S. Department of Housing and Urban Development (HUD) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, sexual orientation or marital or familial status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, ect.) should contact the City Administrator's Office. HUD is an equal opportunity provider and employer.

## PART II

---

To complete the application process, please complete the following sections of the application and include the following items:

- Itemized list of Proposed Building/Site Improvements
- Contractor proposals (at least two) for each phase of project

The completed application must be submitted to the City of Bellevue for processing. Applications will be processed in the order they are received.

---

### *I. Proposed Project Budget*

#### **Anticipated Project Costs (Uses):**

Building purchase or renovations ( <u>32,000</u> sq. ft.)	\$ <u>800,000</u>
Professional Fees	\$ _____
Axethrowing	\$ <u>65,000</u>
Other	\$ _____
<b>Total Uses</b>	<b>\$ <u>865,000</u></b>

---

#### **Anticipated Sources of Financing:**

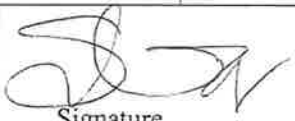
Bank: <u>Westside State Bank</u>	\$ <u>200,000</u>
Private Investors	\$ <u>750,000</u>
Owners Equity – used in acquisition and other costs	\$ <u>275,000</u>
Other	\$ _____
CITY OF BELLEVUE Assistance Request	\$ <u>185,000</u>
<b>Total Sources</b>	<b>\$ <u>1,410,000</u></b>

## Attachment 1: Express Business Plan Outline

If you do not have a business plan already created that covers the same information requested below, please complete this outline to assist with your CDBG Community Revitalization Program application for assistance. Please complete the following sections and submit this document with your application.

What's the name and address of your business? The Alley
What is the legal structure of your business (sole proprietor, corporation, LLC)? LLC
Who owns the business (name and % ownership)? Steven M Kucirek, JR. 100% Sole Owner, Veteran
When did your business start? Not open yet. Due to open Summer 2023
What is your primary product or service? Bowling and affordable family entertainment
Who are your primary customers (Target Market) and how do you communicate with them? Everyone and anyone looking for family entertainment. Families of all sizes, ages, and party sizes
What makes your customers buy from you instead of your competition (price, convenience, customer service, other)? We will be the only bowling alley in Bellevue (not on Offutt AFB)

List your total annual revenues and net profit/loss for the last three years:

Year	Annual Revenues	Profit/Loss
Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.
Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.
Click here to enter text.	\$ Click here to enter text.	\$ Click here to enter text.
What are your projected annual revenues and net profit/loss for this year: \$ Anticipated gross revenues of at least \$2.5M during the first 12 months. Anticipated net income of at least \$750,000 during first 12 months.		
How much funding are you requesting: \$ \$185,000		
How exactly will you use the funds and how will improve your business: Facility renovations/upgrades		
How many jobs with this funding retain or create?	Full Time: At least 5-10	Part Time: At least 10-20
Name of Applicant  Steven M Kucirek JR	 Signature	4/7/23 Date

**CITY OF BELLEVUE COMMUNITY DEVELOPMENT BLOCK GRANT  
COMMUNITY REVITALIZATION FUNDING AGREEMENT**

**THIS AGREEMENT** dated this 7<sup>th</sup> day of July 2023, is by and between Switch Gear Entertainment, LLC, a Nebraska corporation (the "Owner"), and the City of Bellevue, Nebraska (the "Lender").

**WHEREAS**, the Parties to this CDBG Community Revitalization Fund Agreement are:

**Owner:** Switch Gear Entertainment, LLC  
5211 Heartland Drive, Papillion, NE 68133

**Lender:** City of Bellevue, Nebraska  
1500 Wall Street, Bellevue, NE 68005

**Administrator:** Finance Department, City of Bellevue, Nebraska

**Guarantors:** Steven Kucirek, Jr., Switch Gear Entertainment, LLC

**WHEREAS**, the Lender has been designated by the United States Department of Housing and Urban Development ("HUD") to administer, and HUD has awarded the funds for, the Community Development Block Grant ("CDBG") program. This is the source for revolving loan funding by the Lender for the project, which is the subject matter of this Community Revitalization Funding Agreement; and,

**WHEREAS**, based on the provisions of the CDBG Community Revitalization Fund program, the Owner has submitted, and the Lender has conditionally approved, the Owner's application for funding for the project which will undertake community development activities authorized under the Housing and Community Development Act of 1974, as amended, and as authorized under the federal regulations governing CDBG at 24 C.F.R. Part 570.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**PART I: THE LOAN**

**1.01 The Loan.**

Subject to the terms and conditions of this Agreement, the Lender agrees to lend to the Owner, and the Owner agrees to borrow from the Lender, the amount of Forty-Seven Thousand Five Hundred Forty-One Dollars (\$47,541.00).

The \$47,541.00 to be loaned to the Owner is for the purpose(s) set forth in Section 1.02 below, and will be loaned by the Lender to the Owner using CDBG Reuse funds under the following terms:

- (a) Owner will have one (1) year from the date of execution of this Agreement to complete the façade improvements. In the event that Owner does complete the façade improvement project on the Property within one (1) year, no funds will be advanced pursuant to this Agreement, this Agreement will automatically terminate, and the Parties will no longer be subject to the terms and obligations of this Agreement.

- (b) The \$47,541.00 CDBG loan will be guaranteed and secured by a Promissory Note and Deed of Trust between Owner and Lender, to be executed and delivered by the Owner to the Lender at the time of Closing on the Property.
- (c) The total loan of \$47,541 bears no interest (0% interest) and is forgivable upon the meeting of certain conditions by the Owner with respect to meeting CDBG conditions as set forth in Part II of this Agreement. If the requisite conditions for forgiveness are not met, the principal is repayable in full by the Owner (with interest to begin to accrue thereafter at the lesser of the highest legal rate or twelve percent (12%) per annum) upon appropriate notice from the Lender, and under factual circumstances supporting such conclusion by the Lender.
- (d) The maturity date of the loan shall be five-years from the date of execution of this Agreement.

These favorable CDBG loan terms are conditioned upon the Owner's agreements to meet CDBG National Objectives, as set forth in Part II of the Agreement.

### **1.02 Purpose of Loan.**

The project involves a CDBG Community Revitalization Fund program grant/loan of \$47,541 from the City to the Business of which is to be used for façade improvements for the roof replacement associated with the Owner's commercial business located at 601 Chateau Drive, Bellevue, Nebraska 68005. CDBG funding will require the Owner to satisfy various requirements as set forth in Part II below.

### **1.03 Due on Sale.**

Repayment of the entire amount of any outstanding balance of the CDBG funded obligation of the Owner may be declared (by the Lender) immediately due and payable upon any material change in the ownership control of the principal assets of the Owner, or of the Owner itself, including mergers and/or consolidations with other persons or entities. This provision exists to protect the interests of the Lender in seeing to it that the obligations of the Owner as set forth in this Agreement are completely fulfilled, as they must be to comply with HUD CDBG statutes and regulations permitting CDBG funds to be used for financial assistance to the Owner in the first place.

## **PART II: CDBG FUNDING TERMS AND CONDITIONS**

### **2.01 CDBG Eligible Activity**

The Owner will utilize CDBG Community Revitalization Fund assistance to provide for the façade improvements that include roof rehabilitation for a commercial building as eligible under 24 CFR 570.203(1)(3).

### **2.02 CDBG National Objective**

The Owner must also meet national object requirements under Low/Moderate Income ("LMI") Area Benefit under 570.208(a)(1) and Low/Moderate Income Job Creation under 570.208(a)(4) including:

- For CDBG area benefit activity: project is located in a census tract, block group identified by the U.S. Department of Housing and Urban Development and the U.S. Census Bureau to be low- and moderate-income.
- For the CDBG commercial activities: one (1) full-time equivalent (FTE) job per \$20,000 of assistance. Documentation will be required to demonstrate the jobs created were entry level positions available to low- and moderate-income persons.

If the Owner fails to meet the requirements set forth above, then full repayment of the CDBG funding is required, and no proration is allowed.

### **2.03 Performance Monitoring**

The Owner at such times and in such forms as the Lender 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 beneficiaries, including all members of each household;
- b. Racial breakdown of beneficiaries serviced including an ethnicity breakdown;
- c. Number and percentage of extremely low, low, and moderate-income beneficiaries 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. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.

### **2.04 Environmental Review Requirements**

The Owner shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the Owner does not assume the Lender'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 Lender 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.

### **2.05 Time of Performance.**

This agreement will remain in effect for five (5) years from the date of execution of this Agreement.

### **2.06 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.

### **2.07 Liens.**

The Owner agrees to execute a promissory note ("Note") and deed of trust ("Deed of Trust") in

favor of the Lender in the amount of the funds granted to, and expended by the Owner 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 Owner. The Note shall be a five-year, zero-interest deferred note. If the Owner maintains the property for the approved use for five years following initial occupancy, the Lender shall forgive the Note and release the Deed of Trust provided that all payments on the first lien note are current. The Owner shall notify the Lender immediately if the Owner 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 Lender.

This Agreement, the Note, Deed of Trust, and any other instrument given to evidence or further secure the payment and performance of any obligation secured are hereby collectively referred to as the "Loan Instruments."

## **2.08 Uniform Relocation Assistance and Real Property Acquisition Policies Act**

The Owner must follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) requirements for real property acquisition outline in 49 CFR Part 24. Voluntary acquisitions requirements are outlined in 49 CFR 24.101(b)(1)-(5).

## **2.09 Change in Use.**

The property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must remain in the Owner's control as outlined in 570.502(b)(7). The property must either: (1) Be used by the Owner to continue to meet a CDBG program national objective for a minimum of five (5) years; or (2) If a national objective is not met during this time-period, the Owner must reimburse the Lender for the current fair market value, less any portion of the value attributable to non-CDBG funds.

## **2.10 DUNS Number**

The Owner must maintain a Subrecipient Unique Entity Identifier (UEI) through the completion of the agreement. The UEI number must be registered and listed as "Active" in the System for Award Management, SAM.gov. The Lender must be able to verify the Owner's registered UEI number with SAM.gov prior to any grant funding being disbursed.

## **2.11 Other Federal Requirements.**

- a. **Civil Rights.** The OWNER 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.
  - i. **Nondiscrimination.** The OWNER 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 OWNER 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 OWNER 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.

- ii. 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 OWNER 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 LENDER and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The OWNER, 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.
- iii. Section 504. The OWNER 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 LENDER shall provide the OWNER with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.
- b. Affirmative Action. The OWNER agrees that it shall be committed to carry out pursuant to the Lender's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
  - i. Women and Minority Owned Business Enterprises (W/MBE). The OWNER 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 OWNER may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
  - ii. Access to Records. The OWNER shall furnish and cause each of its own Owners or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the LENDER, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
  - iii. Notifications. The OWNER 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 OWNER's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - iv. EEO/AA Statement. The OWNER will, in all solicitations or advertisements for employees placed by or on behalf of the Owner, state that it is an Equal Opportunity or Affirmative Action employer.
  - v. Subcontracting Provisions. The OWNER 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 Owners or subcontracts.
- c. **Employment Restrictions.**
  - i. Prohibited Activity. The OWNER 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.

- a. 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.

- i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work

week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

b. "Section 3" Clause.

- i. This is a Section 3 covered project. Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- ii. 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 the U.S. Department of Housing and Urban Development (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.
- iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. 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 Part 75 regulations.
- iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- vi. The contractor 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 regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences

in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

- d. **Conduct.** The OWNER shall not assign or transfer any interest in this contract without the prior written consent of the LENDER. Notice of any such assignments or transfer shall be furnished promptly to the LENDER.
  - i. **Subcontracts.** The OWNER shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the LENDER prior to the execution of such agreement.
    - a. **Monitoring.** The OWNER 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.
    - b. **Content.** The OWNER 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.
    - c. **Selection Process.** The OWNER 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 Lender along with documentation concerning the selection process within fifteen (15) days following the execution of such subcontracts.
- c. **Hatch Act.** The OWNER 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.
- f. **Conflict of Interest.** The OWNER 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 OWNER further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the OWNER 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 Lender, or any designated public agencies or Owners which are receiving funds under the CDBG Entitlement program.
- g. **Lobbying.** The OWNER hereby certifies that:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- iii. It will require that the language of paragraph (iv) 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 Owners shall certify and disclose accordingly; and
- iv. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- h. **Copyright.** If this agreement results in any copyrightable materials or inventions, the Lender 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.
- i. **Religious Organization.** The OWNER 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).

### **PART III: REPRESENTATIONS AND WARRANTIES**

The Owner represents and covenants the following:

#### **3.01 Duly Organized.**

The Owner is a corporation, duly organized, validly existing and in good standing under the laws of the State of Nebraska and has legal and binding power to enter into this Agreement and to borrow from Lender the amount set forth above.

#### **3.02 Duly Authorized.**

The making and performance by the Owner of this Agreement, and the execution and delivery of this Agreement, the Promissory Note, and the Deed of Trust have been duly authorized by all necessary corporate action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect having applicability to the Owner or an provision of the Owner's Articles of Incorporation or By-Laws or result in a breach of or constitute a default under any indenture or bank loan or credit agreement or any other agreement or instrument to which the Owner is a party or by which it or its property may be bound or affected.

#### **3.03 Legally Binding Instruments.**

When this Agreement is executed by the Owner and the Lender, and when the Promissory Note is executed and delivered by the Owner, each such instrument will constitute the legal, valid, and binding obligation of the Owner in accordance with its terms. Any deed of trust and instruments, financing statements, mortgages and other liens on chattel or real estate will constitute legal valid and binding liens free and clear of all prior liens and encumbrances except as provided for in this Agreement or in the Promissory Note.

#### **3.04 No Legal Suits.**

The Owner warrants there are no legal actions, suits, or other proceedings, pending or threatened, before any court or administrative agency, which, if determined adversely to the Owner, would have a material adverse effect on the financial condition of the Owner nor on the ability of the Owner to complete the project which is the subject of this Agreement.

**3.05 No Authorization Needed.**

No authorization, consent or approval, or any formal exemption of any governmental body, regulatory authorities (federal, state or local) or mortgagee, creditor or third party, is or was necessary for the valid execution and delivery by the Owner of this Agreement.

**3.06 Not In Default.**

The Owner is not in default of any obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness or any mortgage or collateral instrument securing the same.

**3.07 Taxes Are Paid.**

The Owner has filed for all tax returns which are required and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments levied against the Owner or its personal or real property by any taxing agency, federal, state or local. No tax liability has been asserted by the Internal Revenue Service or other taxing agency, federal, state, or local for taxes materially in excess of those already provided for and the Owner knows of no basis for any such deficiency assessment.

**3.08 No Adverse Change.**

The Owner certifies that there has been no adverse or material change since the date of loan application in the financial condition, organization, operation, business prospects, fixed properties, or personnel of the Owner.

**PART IV: CONDITIONS OF LENDING**

The obligation of the Lender to make the Loan will be subject to the fulfillment at the time of closing of each of the following conditions:

**4.01 Execution and Delivery of Note and Agreement.**

The Owner will have executed and delivered to the Lender this Agreement, the Promissory Note, and Deed of Trust in a form satisfactory to the Lender and its counsel.

**4.02 Execution and Certification of Resolution of Board of Directors.**

The Owner will have executed and delivered to the Lender, a duly certified copy of a Resolution of the Board of Directors authorizing the execution and delivery by the Owner of this Agreement.

**4.03 Corporate Papers.**

The Owner will have delivered to the Lender copies of the Owner's Articles of Incorporation and By-Laws.

**4.04 Deed of Trust.**

The \$47,541.00 CDBG Community Revitalization Fund program loan will be guaranteed and secured by a Deed of Trust between Owner and Lender, to be executed and delivered by the Owner to the Lender.

**4.05 Governmental Approval.**

The Owner will have secured all necessary approvals or consents, if required, of governmental bodies or agencies having Jurisdiction with respect to any construction contemplated in accordance with the use of proceeds of the loan.

**4.06 Approval of Others.**

The Owner will have secured all necessary approvals or consents required with respect to this transaction by any mortgagor, creditor or other party having any financial interest in the Owner.

**4.07 Opinion of Counsel.**

If requested by Lender, the Lender will receive the Opinion of Counsel to the Owner that the representations and warranties are true and accurate on and as of the closing date and the conditions of the Loan have been duly satisfied as of the closing date.

**PART V: AFFIRMATIVE COVENANTS OF THE OWNER**

The Owner agrees to comply with the following covenants from this date until the Lender has been fully repaid or until the loan has been forgiven pursuant to the Loan Instruments, unless the Lender or its assigns will otherwise consent in writing:

**5.01 Payment of the Loan/Performance.**

The Owner agrees to pay punctually the principal and interest, if any, on the Promissory Note according to the terms and conditions of the Promissory Note and to pay punctually any other amounts that may become due and payable to the Lender pursuant to the terms of this Agreement. Owner shall perform all its obligations as set out in the Note and this Agreement.

**5.02 Payment of Other Indebtedness.**

The Owner agrees to pay punctually the principal and interest due on any other indebtedness now or at any time owing by the Owner to the Lender or any other lender.

**5.03 Maintain and Insure Property.**

The Owner agrees at all times to maintain the property provided as security for this Loan in such condition and repair that the Lender's security will be adequately protected. The Owner also agrees to maintain during the term of the Loan adequate hazard insurance policies covering fire and extended coverage and such other hazards as may by Lender be deemed appropriate in amount equal to not less than one hundred percent (100%) of the unpaid principal balance of the Note and sufficient to prevent the Owner from becoming a co-insurer and issued by companies satisfactory to the Lender with acceptable loss payee and additional insured clauses in favor of the Lender. Provided further, that the extended coverage insurance shall cover all business property and be in an amount equal to not less than one hundred percent (100%) of the unpaid principal balance of the Note and sufficient to avoid application of any coinsurance clauses. **The**

**Owner further agrees to provide to the Lender a certificate of insurance describing the insurance coverage maintained by the Owner, such certificate must be kept continually current throughout the term of this agreement.**

**5.04 Taxes.**

The Owner agrees to duly pay and discharge all taxes, assessments and governmental charges upon it or against its properties prior to the earlier of the date they become delinquent or the date on which penalties are attached, except that the Owner will not be required to pay any such tax, assessment or governmental charge which is being contested by it in good faith and by appropriate proceedings, provided that the amount thereof, together with interest thereon, is escrowed by Owner pending the outcome of such contest in a manner satisfactory to Lender.

**5.05 Maintain Existence.**

Until all the requirements of this Agreement are satisfied, the Owner agrees to keep the mixed-use development in the Olde Towne District in Bellevue, Nebraska. Repayment of the entire amount of any outstanding balance of the CDBG funded obligation of the Owner may be declared (by the Lender) immediately due and payable upon a failure to adhere to this requirement.

**5.06 Provide Financial Information.**

The Owner agrees to maintain adequate records and books of account, in which complete entries will be made reflecting all of its business and financial transactions, such entries to be made in accordance with generally accepted principles of good accounting practice consistently applied in the case of financial transactions.

The Owner further agrees to provide information, and execute and deliver any and all additional documents and instruments as may be reasonably requested by the Lender, its assigns or counsel.

The Owner further agrees to provide written notice to the Lender of any public hearing or meeting before any administrative or other public agency which may, in any manner, affect the chattel, personal property or real estate securing the loan.

**5.07 Right of Inspection.**

The Owner agrees to grant to the Lender, until Promissory Note has been fully repaid, or until the loan has been forgiven pursuant to the Loan Instruments, the right at all reasonable hours to inspect the Collateral; and the Owner further agrees to provide the Lender free access to the Owner's premises for the purpose of such inspection to determine the condition of the chattel, personal property and real estate. Lender shall give Owner notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**5.08 Null and Void Covenant.**

The Owner and Lender agree that in the event that any provision of this Agreement or any other instrument executed at closing or the application to any person or circumstances shall be declared null and void, invalid, or held for any reason to be unenforceable by a Court of competent jurisdiction, the remainder of such agreement will nevertheless remain in full force and effect, **and** to this end, the provisions of all covenants, conditions, and agreements described herein are deemed separate.

**5.09 Expenses and Closing Costs.**

The Owner agrees to pay all out-of-pocket fees, expenses and charges incurred by Lender with respect to the Loan.

**5.10 Notice of Default.**

The Lender agrees to give written notice to the Owner of any event, within fifteen (15) days of the event, which constitutes an Event of Default under this Agreement as described in Article VII or that would, with notice or lapse of time or both, constitute an Event of Default under this Agreement.

**5.11 Indemnification.**

The Owner agrees to **indemnify** and save the Lender or its assigns harmless against any and all liability with respect to, or resulting from, any delay in discharging any obligation of the Owner.

**5.12 Compliance With Law.**

Evidence satisfactory to the Lender will be furnished certifying that all improvements and their use comply fully with all applicable zoning and building laws, ordinances and regulations, and all other applicable federal, state and municipal law requirements. The loan will be in all respects legal and will not violate any applicable law or other requirements of any governmental authority.

**5.13 Distributions and Compensation.**

Owner will not, without the prior written consent of Lender, declare or pay any dividend or make any distribution upon its capital stock, or purchase or retire any of its capital stock, or consolidate, or merge with any other company, or give any preferential treatment, make any advance, directly or indirectly, by way of loan, gift, bonus, or otherwise, to any company directly or indirectly controlling or affiliated with or controlled by Owner, or any other company, or to any officer, director or employee of Owner, or of any such other company.

**5.14 Notes Payable.**

The Owner will not allow any insider or stockholder loans unless the Owner obtains the prior written consent and approval of the Lender.

**5.15 Warranty of Representations.**

The loan proceeds will be used as set forth in this Agreement and the Owner warrants the Sources and Uses of Funds and Drawdowns and procedures set forth in this Agreement will be complied with by Owner.

**PART VI: NEGATIVE COVENANTS OF THE OWNER**

The Owner covenants and agrees that, from this date until payment in full of the Note, unless the Lender or its assigns otherwise consent in writing, it will not enter into any agreement or other commitment the performance of which would constitute a breach of any of the covenants contained in this Agreement including, but not limited to the following covenants:

**6.01 Encumber the Acquisition Assets.**

The Owner will neither create nor suffer to exist any sale, transfer, mortgage, pledge, lien, charge, or encumbrance of its assets used to secure the CDBG Community Revitalization Fund Loan.

#### **6.02 Change Ownership.**

The principals of the Owner will not permit without the written permission of the Lender any material change in the ownership, structure, control, or operation of the Owner including but not limited to (i) merger into or consolidation with any other person, firm or corporation; (ii) significant issuance of any shares of its capital stock having ordinary voting power for the election of members of the Board of Directors or other governing body of the Owner; (iii) changing the nature of its business as carried out at the date hereof; (iv) substantial distribution, liquidation or other disposal of the Owner's assets to the stockholders. Should the Owner propose any material change in the ownership, structure, control, or operation of the Owner, the Lender reserves the right to re-negotiate this Agreement or declare the entire unpaid principal of the Note and the accrued interest thereon will immediately be due and payable.

### **PART VII: EVENTS OF DEFAULT**

#### **7.01 Events of Default.**

In addition to other events or fact settings where debt acceleration or other remedies may be specified elsewhere in this Agreement, the following are (but are not exclusively the only) events of default, each of which triggers the default remedy set forth in this Agreement (or the remedies specified elsewhere in this Agreement associated with such event or fact setting):

- a. Failure by Owner to fully satisfy the Requirements set forth in Part II.
- b. Owner shall have failed to make payment of any installment of interest, principal, or principal and interest or any other sum due hereunder or under any Loan Instrument when due;
- c. Failure or default in due observance or performance of any of the other covenants, agreements, or conditions herein or contained in any of the Loan Instruments;
- d. There has occurred a breach under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments and the expiration of any applicable cure period without the same having been cured;
- e. The entry of a decree or order for relief by a court having jurisdiction in respect of Owner, a member of Owner, or any guarantor of the Note or Loan Instruments secured hereby (any of the foregoing parties being referred to herein as a "Key Party"), in any involuntary case under the federal bankruptcy laws now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or similar law, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) for any Key Party or any substantial part of the property of any such Key Party, or for the winding up or liquidation of the affairs of any Key Party and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days;
- f. The commencement by any Key Party of a voluntary case under federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, or any other similar laws or the consent by any such Key Party to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of any Key Party, or of any substantial part of the property of any such person or entity, or the making by any such Key Party of an assignment for the benefit of creditors or the failure of any such Key Party generally to pay the debts of any such Key Party as such debts become due, or the taking of action by any such Key Party in furtherance of the foregoing;
- g. The death of any guarantor of the Indebtedness secured hereby or such guarantor's revocation of such guarantor's guaranty; or

**7.02 Nonpayment of Loan.**

If the Owner fails to make payment when due of any installment of principal on the Note and if the default remains unremedied for fifteen (15) days.

**7.03 Nonpayment or Other Indebtedness.**

If default is made in the payment when due of any installment of principal or of interest on any of the Owner's other indebtedness and if such default will remain unremedied for fifteen (15) days.

**7.04 Default in Covenants.**

If the Owner defaults in the performance of any other term, covenant or agreement contained in this Agreement, and such default continues unremedied for thirty (30) days after either: (i) it becomes known to an executive officer of the Owner; or (ii) written notice has been given to the Owner by the Lender.

**7.05 General Default Remedy (applicable to events of default where remedies for specific events are not specified elsewhere in this Agreement).**

If an event of default occurs, then CDBG funding will be disallowed, and immediate repayment to the Lender of the entire amount of any outstanding balance of the CDBG funded obligation of the Owner will be required, together with interest computed at the lesser of the highest legal rate or 12% per annum (simple interest) , from the date(s) CDBG funds were advanced to the Owner by the Lender.

**PART VIII: MISCELLANEOUS**

**8.01 Waiver of Notice.**

No failure or delay on the part of the Lender in exercising any right, power, or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No modification or wavier of any provision of this Agreement or of the Promissory Note, nor any consent to same will be effective unless it is in writing and then such wavier or consent will be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Owner in any case will entitle the Owner to any other or further notice or demand in similar or other circumstances.

**8.02 Amendments.**

The Owner and the Lender or its assigns reserves all rights to amend any provisions of this Agreement, to consent to or waive any departure from the provisions of this Agreement, to amend or consent to or waive departure from the provisions of the Note, and to release or otherwise deal with any collateral security for payment of the Note provided. Any such amendments shall not be effective unless such amendment is in writing and executed by both the Lender or its assigns and the Owner.

**8.03 Notices.**

Whenever the Lender or Owner shall desire to give or serve any notice, demand, request or other communication with respect to this Agreement, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested addressed to the address set forth for each party in

this Agreement. Any party may at this time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

**8.04 Survival of Representations and Warranties.**

All agreements, representations, and warranties made by the Owner or any other document or certificate delivered to the Lender in connection with the transactions contemplated by this Agreement will survive the delivery of this Agreement, the Promissory Note, and Deed of Trust will continue in full force and effect so long as the Promissory Note and Deed of Trust are outstanding.

**8.05 Successors and Assigns.**

This Agreement will be binding upon the Owner, its successors, and assigns. The Owner may not assign or transfer its rights without prior written consent of the Lender.

**8.06 Counterparts.**

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**8.07 Governing Use.**

This Agreement and the Note, and Financing Statements will be deemed contracts made under the laws of the State of Nebraska and for all purposes will be construed in accordance with the laws of this State.

**8.08 Article and Section Headings.**

Article and Section headings used in this Agreement are for convenience only and will not affect the construction of this Agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed the day and year first above stated.

**LENDER:**

CITY OF BELLEVUE, NEBRASKA

By: \_\_\_\_\_  
Rusty Hike, Mayor

**OWNER:**

SWITCH GEAR ENTERTAINMNET, LLC  
a Nebraska corporation

By: \_\_\_\_\_  
Steven Kucirek, Jr., President

**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)

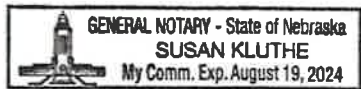
My Commission Expires: \_\_\_\_\_

STATE OF NEBRASKA    )  
                                  ): SS.  
COUNTY OF SARPY    )

The above and foregoing instrument was acknowledged before me this 7<sup>th</sup> day of July, 2023, by Steven Kucirek, Jr., President, on behalf of Switch Gear Entertainment.

My Commission Expires:

8/19/24



Susan Kluthe  
NOTARY PUBLIC

**PROMISSORY NOTE**

**\$47,541.00**

City of Bellevue, Nebraska

July 7, 2023

FOR VALUE RECEIVED, the undersigned (hereafter called the "Borrower") promises to pay to the order of The City of Bellevue, Nebraska (hereafter called the "Lender"), at its office at Bellevue City Hall, or upon notice to the Borrower, at such other place as may be designated from time to time by the holder, the principal sum of Forty-Seven Thousand Five Hundred Forty-One Dollars (\$47,541.00), to be paid as follows:

**The total loan of \$47,541.00 bears no interest (0% interest) and is forgivable upon the meeting of certain conditions by the Borrower with respect to the CDBG eligible activity and nation objective requirements. If the requisite conditions for forgiveness are not met, the principal is repayable in full by the Borrower (with interest to accrue thereafter at the lesser of the highest legal rate or twelve percent (12%) per annum) upon appropriate notice from the Lender, and under factual circumstances supporting such conclusion by the Lender.**

All payments and any notice to the Lender will be made at 1500 Wall Street, Bellevue, Nebraska 68005, to City of Bellevue, Attn: CDBG Community Revitalization Fund, or to such other address as designated to the Borrower in writing. Any notice to the Borrower will be given to the Borrower at the following address: 601 Chateau Drive, Bellevue, NE 68005, or at such other address as the Borrower will have designated to the Lender in writing.

This debt may be prepaid in whole or in part at any time, without penalty or fee, by the payment of all or at least One Hundred Dollars (\$100) per increment of the unpaid principal balance of this debt, the accrued interest, and any charges or other sums, including costs of collection, which may then be due under the terms of this note or the deed of trust. Any partial prepayment will be applied against payments due in the inverse order of their maturity and not postpone the date of, nor change the amount of, any subsequent monthly installment. Payments shall be applied first to costs, then to interest, and then to principal.

This note is made pursuant to an Agreement between Borrower and the Lender (the "Agreement"). This note is to be secured by a Deed of Trust between the Borrower and the Lender (the "Deed of Trust") to be executed and delivered by the Borrower to the Lender.

It is agreed that if there is a default in the payment of the debt or if default is made under the terms of the Agreement or the Deed of Trust, then, at the option of the Lender, the principal sum, with accrued interest, will become immediately due, payable, and collectible (with any interest to accrue thereafter at the lesser of the highest legal rate or twelve percent (12%) per annum).

It is further understood and agreed that this note shall become immediately due and payable as further provided in the Loan Agreement.

The undersigned:

- (a) Waives demand, presentment, protest, notice of protest and of nonpayment;
- (b) Agrees to pay after default all costs of collecting or attempting to collect this note, including reasonable attorney's fees; and

- (c) Waives as to this debt or any renewal or extension, or of any part, all rights of exemption under the constitution or laws of the State of Nebraska or any other state as to personal property.

This note and all provisions are binding on the Borrower, its successors and assigns, and will inure to the benefit of the Lender, its successors and assigns. The Lender does not by any act, delay, omission, or otherwise waive any of its rights or remedies, and no waiver of any kind is valid against the Lender unless in writing and signed by the Lender.

This note is governed by and construed in accordance with the laws of the State of Nebraska.

Dated and executed on this 7<sup>th</sup> day of July 2023.

**BORROWER**

Switch Gear Entertainment, LLC  
A Nebraska corporation

By: \_\_\_\_\_

  
Steven Kurciak, President

Record & Return to:  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Attention: CDBG Office

### DEED OF TRUST

THIS DEED OF TRUST is made as of the 7<sup>TH</sup> day of JULY, 2023, by and among Switch Gear Entertainment, LLC., a Nebraska Corporation ("Trustor"), whose address is 5211 Heartland Drive, Papillion, NE 68133, Aimee Bataillon, a member of the Nebraska Bar Association, with the mailing address of 1500 Wall Street, Bellevue, Nebraska, 68005, as ("Trustee"), whose address is 8990 W Dodge Road, Omaha, NE 68114, and The City of Bellevue, Nebraska, a Political Subdivision ("Beneficiary"), whose address is 1500 Wall Street, Bellevue, NE 68005.

WHEREAS, Trustor has executed and delivered to and in favor of Beneficiary a Promissory Note in the maximum principal amount of Forty-Seven Thousand Five Hundred Forty-One Dollars (\$47,541.00) and dated as of the 7<sup>TH</sup> day of JULY 2023, (as the same may be amended, restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "Note"), which Note provides, among other things, for the meeting of certain conditions by Trustor with respect to CDBG eligible activity and national objective requirements or final payment of principal and interest under the Note, if not sooner paid or payable as provided therein, to be met or due on or before the date occurring \_\_\_\_\_, 2028 after this Deed of Trust. The Note is by this reference thereto, incorporated into this Deed of Trust.

WHEREAS, Trustee is desirous of securing prompt payment of the Note and the performance of obligations thereunder with any interest, charges, and other fees ("Indebtedness"), if any, there on in accordance with the terms of this Deed of Trust, the Note, the Loan Agreement between Trustor and Beneficiary, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby (collectively referred to as "Loan Instruments").

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, Trustor, to secure payment of the Indebtedness, irrevocably and absolutely grants and conveys, warrants, sets over, transfers, assigns, bargains, and sells to Trustee, and its successors, IN TRUST, WITH ALL POWERS OF SALE and all statutory rights under the laws of Nebraska, for the benefit of Beneficiary, a security interest in, all of the Trustor's present and hereafter acquired estate, right, title, and interest in, to and under 601 Chateau Drive, located in City of Bellevue, County of Sarpy, State of Nebraska and legally described as (the "Property"):

A parcel of land located in the West Half (W ½) of Section Twenty-Six (26), Township Fourteen (14), Range Thirteen (13) East of the 6<sup>th</sup> P.M., also being a part of Tax Lot 6A1A and part of Tax Lot 9A4A1 East of State Highway #131 (Relocated), all in Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said part of Tax Lot 9A4A1; thence N 89°02' W and along the South line of said part of Tax Lot 9A4A1 for 122.73 feet to a point on the Easterly right-of-way of said State Highway #131; thence N 29°31' W along said right-of-way for 31.18 feet; thence N 28°20' E along said right-of-way for 322.64 feet (321.98 feet platted distance) to the Northerly corner of said part of Tax Lot 6A1A; thence S 62°09' E along the Northerly line of said part of Tax Lot 6A1A for 161.15 feet; thence N 88°53' E along the north line of said part of Tax Lot 6A1A for 140.00 feet to the Northeast corner of said part of Tax Lot 6A1A; thence S 0°10' West and along the East lines said Tax Lots 6A1A and 9A4A1 for 462.86 feet to the point of beginning.

TOGETHER WITH, all rents, easements, right-of-way, appurtenances, hereditaments, interest in adjoining roads, streets and alleys, existing or subsequently erected or affixed improvements and buildings, including fixtures, of any kind situated now or hereafter thereon and all personal property that may be or hereafter become an integral part of such buildings and improvements, all crops raised thereon, all water rights and all other rights, royalties and profits relating to the real property including without limitation all minerals, oil, gas, geothermal and similar matters.

The property and the entire estate and interest conveyed to the Trustee are referred to collectively as the "Trust Estate."

The parties intend the definition of Trust Estate to be broadly construed and in the case of doubt as to whether a particular item is to be included in the definition of Trust Estate, the doubt should be resolved in favor of inclusion.

FOR THE PURPOSE OF SECURING:

- a. Payment of indebtedness in the total principal amount of **Forty-Seven Thousand Five Hundred Forty-One Dollars (\$47,541.00)**, as evidenced by the Note with a maturity date, on demand, but if not so demanded \_\_\_\_\_, 2028, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals, thereof, and
- b. Payment of all sums advanced by Beneficiary to protect the Trust Estate, and
- c. The performance of Trustor's covenants, agreements and obligations under the Loan Instruments.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST:

**1. PAYMENT OF INDEBTEDNESS.** Trustor shall pay when due the principal of, and the interest on the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments.

**2. PERFORMANCE.** Trustor covenants and agrees to perform each of the secured obligations and to perform, comply with and abide by each and every of the agreements, conditions, representations, warranties and covenants contained and set forth in this Deed of Trust and each of the other Loan Instruments.

**3. TAXES.** Trustor shall pay all taxes, special taxes, assessments, charges (including water, cable, gas, sewer), fines and impositions levied against or on account of the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of this Deed of Trust, which may be levied upon Beneficiary's interest herein or upon this Deed of Trust or the debt secured hereby, without regard to any law that may be enacted imposing payment of the whole or any part thereof upon the Beneficiary.

**4. INSURANCE.** Until the Indebtedness is fully and finally paid or forgiven pursuant to the Loan Instruments, the Property and improvements, all fixtures, equipment and property therein contained or installed shall be kept unceasingly and adequately insured against loss and damage by such fire, hazards, and casualties, in an amount equal to not less than one hundred percent (100%) of the unpaid principal balance of the Note and sufficient to avoid application of any coinsurance clauses. All policies shall be written policies and by insurance companies approved by Beneficiary, which approval shall not be unreasonably withheld. Such insurance policy(ies) shall contain a standard mortgage clause in favor of Beneficiary as well as a waiver of subrogation endorsement, and shall not be cancelable, terminable, or modifiable without thirty (30) days prior written notice to Beneficiary, all as required by Beneficiary, in form and content acceptable to Beneficiary. All policies or duplicate originals thereof shall, with all premiums fully

paid by Trustor, be delivered to Trustee as issued at last thirty (30) days before the expiration of existing policies and shall be held by Trustee until all sums hereby secured are fully paid or are forgiven pursuant to the Loan Instruments.

**5. ADJUSTMENT OF LOSSES WITH INSURER AND APPLICATION OF INSURANCE PROCEEDS.** In case of loss or damage by fire or other casualty, Trustor shall immediately give Trustee and the insurance companies that have insured against such risk written notice of such occurrence.

In case of loss or damage by fire or other casualty, Trustor shall, if no Event of Default then exists hereunder and the losses do not exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00), have the right to settle, compromise or adjust any claim under, and receive for the purpose of rebuilding and restoration of the Property, the proceeds arising from, any and all losses payable under effective insurance policies. All claims for losses in excess of said amount shall be settled, compromised or adjusted only with the mutual agreement of Trustor and Trustee and the proceeds paid as hereinafter provided.

In the event insurance proceeds in excess of Five Hundred Thousand and 00/100 Dollars (\$500,000) are payable or if an Event of Default exists hereunder, then in either such events, Trustee is authorized to collect and receipt for any insurance proceeds. Insurance proceeds collected by Trustee as aforesaid, after deducting therefrom any expenses incurred in the collection thereof shall, if requested by Trustor in writing within thirty (30) days after the proceeds of insurance covering such damage or destruction become available, be made available to Trustor for the purpose of paying the cost of rebuilding or restoring of the Improvements if (i) the Property, in Trustee's sole and absolute discretion is capable of being restored to that condition which existed immediately prior to the damage or loss; (ii) the insurance proceeds, together with all other funds which are to be provided by Trustor, are sufficient to restore the Property; (iii) Trustee determines that income from the Property shall not be materially affected following the completion of the restoration or rebuilding; (iv) all Leases of the Property will continue in full force and effect during the period of restoration and thereafter for the remaining terms of such leases and shall not have terminated by reason of such casualty or otherwise; and (v) no Event of Default then exists hereunder or under any other Loan Document, and no circumstance or condition exists that would constitute an Event of Default upon the giving of notice or the passage of time, or both.

In the event that Trustee makes said proceeds available to Trustor to pay the cost of rebuilding or restoring of the Improvements, such proceeds shall be made available in the manner and under the conditions that the Trustee may reasonably require to assure proper application of such proceeds. In the event such insurance proceeds are made available by the Trustee, the Trustor shall pay all costs incurred by Trustee in connection with the application of such insurance proceeds (including but not limited to reasonable costs incurred by Trustee, and a title company or

agent approved by Trustee in overseeing the disbursement of such insurance proceeds). The Improvements shall be restored or rebuilt to be of at least equal value and substantially the same character as prior to such damage or destruction. If the projected cost of rebuilding, repairing or restoring of the Improvements exceeds the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), then insurance proceeds shall not be made available to Trustor unless and until Trustee has approved plans and specifications for the proposed rebuilding and restoration. If the proceeds are to be made available by Trustee to Trustor to pay the cost of said rebuilding or restoration, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Property shall, at the option of the Trustee, be paid to any party entitled thereto under such conditions as Trustee may reasonably require, so long as no Event of Default then exists hereunder or under any other Loan Instrument. In the event an Event of Default does then exist, any surplus which may remain out of said insurance proceeds after payment of the costs of rebuilding or restoring the Property shall, at the option of the Trustee, be applied to the account of the Indebtedness. No interest shall be allowed to Trustor on any proceeds of insurance held by Trustee.

In the event proceeds of insurance are not made available to Trustor for the purpose of paying the cost of the rebuilding or restoring of the Improvements, Trustee, after deducting the costs of any collection, adjustment and compromise, shall apply such insurance proceeds upon the Indebtedness in such order of priority as Trustee, in its sole discretion, determines, provided that any amount so applied by Trustee in reduction of the outstanding principal balance of the Notes shall be credited to installments of principal in the inverse order of their maturity but no such application shall delay or postpone any installment payment of principal and interest under the Notes.

**6. REPAIRS, IMPROVEMENTS LIENS, ETC.** Trustor shall: (a) promptly repair, maintain and replace the Trust Estate or any part thereof so that, except for ordinary wear and tear, the Trust Estate shall not deteriorate; (b) not demolish or remove any improvements from the Property without the Beneficiary's written consent. As a condition to removal of any improvements, Beneficiary may require Trustor to make arrangements satisfactory to Beneficiary to replace such improvements with improvements of at least equal value and substantially the same in character; (c) not, in any event, commit waste on or to the Trust Estate; (d) keep the Property free from mechanic's liens or other liens or claims for liens; (e) comply with all requirements of law (including, without limitation, pollution control and environmental protection laws and law relating to the accommodation of persons with disabilities), ordinance or other governmental regulation in effect from time to time affecting the Property and use thereof, and covenants, easements and restrictions of record with respect to the Property and use thereof; (f) obtain and maintain in full force and effect all certificates, licenses, permits and approvals that are required

by law or necessary for the construction of the improvements or the use and occupancy of the Property. Without limiting the generalities of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, soil, gravel or rock products without Beneficiary's prior written consent. The Beneficiary may enter upon and make inspections of the Property including the interior of any improvements with the Trustor's written consent, which consent will not be unreasonably withheld. In the event the Beneficiary desires to enter and make inspections of the interior of any improvements, the Beneficiary shall provide the Trustor at least 24 hours' notice prior to appearing.

**7. ACTIONS AFFECTING TRUST ESTATE.** Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or power of Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence to title, court costs, appraisals, surveys and attorney's fees. Any such costs and expenses not paid within ten (10) days of written demand shall draw interest at the default rate provided in the Note.

**8. EMINENT DOMAIN.** Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner including deed in lieu of Condemnation ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, which shall be applied first to pay the indebtedness secured by this Deed of Trust whether or not then due, with any excess paid to Trustor and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage provided it has the Trustor's prior written consent, which shall not be unreasonably withheld. Trustor shall not make any settlement for the damages sustained thereby without Beneficiary's prior written approval. If the amount of an initial award of damages for the condemnation is insufficient to pay the amount of the secured indebtedness in full with interest and costs, the Beneficiary may file an appeal or other legal proceedings as its legal counsel may advise to be appropriate under the circumstances in the name of the Trustor or of the Beneficiary

and to prosecute same to final conclusion or otherwise dispose thereof. If the Beneficiary does not file an appeal or other legal proceeding in the name of the Trustor, then the Trustor may file an appeal or other legal proceeding as it determines to be appropriate. In the event of an appeal or other legal proceeding by the Beneficiary in the name of the Trustor or by the Trustor itself, the expenses of the appeal or other appropriate legal proceedings, including counsel fees, shall be first paid out of the proceeds in excess of the initial award being appealed. All such compensation awards, damages, rights of action and proceed awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary and applied as set forth above and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

**9. FUTURE ADVANCES.** Intentionally left blank.

**10. APPOINTMENT OF SUCCESSOR TRUSTEE.** Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and Recorded in the County in which the Trust estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

**11. SUCCESSORS AND ASSIGNS.** This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

**12. EVENTS OF DEFAULT.** It is expressly agreed by Trustor that time is of the essence in all matters related to the provisions of this Deed of Trust and that the whole of the Indebtedness shall become immediately due and payable without notice to Trustor at the option of the Trustee upon the occurrence of one or more of the following events (hereinbefore and hereinafter collectively referred to as "Events of Default" and individually referred to as an "Event of Default"):

(a) Trustor shall have failed to make payment of any installment of interest, principal, or principal and interest or any other sum due hereunder or under any Loan Instrument when due;

(b) Failure to meet the CDBG National Objectives, Funding Terms and Conditions, and all other provisions, covenants and agreements as set forth in the Loan Agreement.

(c) Failure or default in due observance or performance of any of the other covenants, agreements, or conditions herein or contained in any of the Loan Instruments, which do not relate to the nonpayment of any monetary sum;

(d) There has occurred a breach under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments and the expiration of any applicable cure period without the same having been cured;

(e) The entry of a decree or order for relief by a court having jurisdiction in respect of Trustor, a member of Trustor, or any guarantor of the Note or Loan Instruments secured hereby (any of the foregoing parties being referred to herein as a "Key Party"), in any involuntary case under the federal bankruptcy laws now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or similar law, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) for any Key Party or any substantial part of the property of any such Key Party, or for the winding up or liquidation of the affairs of any Key Party and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days;

(f) The commencement by any Key Party of a voluntary case under federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, or any other similar laws or the consent by any such Key Party to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of any Key Party, or of any substantial part of the property of any such person or entity, or the making by any such Key Party of an assignment for the benefit of creditors or the failure of any such Key Party generally to pay the debts of any such Key Party as such debts become due, or the taking of action by any such Key Party in furtherance of the foregoing;

(g) The death of any guarantor of the Indebtedness secured hereby or such guarantor's revocation of such guarantor's guaranty; or

(h) Any warranty, representation, certification, financial statement, or other information furnished or to be furnished to Beneficiary by or on behalf of Trustor or any guarantor of the Indebtedness to induce Beneficiary to loan the money evidenced by the Note proves to have been inaccurate or false in any material respect when made.

**13. ACCELERATION UPON DEFAULT, REMEDIES.** Should an event of default occur, Trustee may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind, all of which are hereby expressly waived and without regard to the value of the Property held as security for the Indebtedness or the solvency of any person liable for the payment of such Indebtedness. Thereafter Trustee may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Beneficiary, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust

Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any indebtedness secured hereby, all in such order as Trustee may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(ii) Institute an action for the foreclosure of this Deed of Trust and the sale of the Property pursuant to the judgment or decree of a court of competent jurisdiction;

(iii) Foreclose by power of sale as herein contained;

(iv) Take all action to protect and enforce the rights of Trustee under this Deed of Trust by suit for specific performance of any covenant herein contained, or in aid of the execution of any power herein granted or for the enforcement of any other rights;

(v) Sell the Property to highest bidder or bidders at public auction at a sale or sales held at such place or places and time or times and upon such notice and otherwise such manner, as may be required by law, or in the absence of any such requirement, as Trustee may deem appropriate, and from time to time adjourn such sale by announcement at the time and place specified for such sale or for such adjourned sale or sales without further notice except such as may be required by law;

(vi) Foreclose this Deed of Trust, at Trustee's option, by judicial or non-judicial foreclosure, for the entire unpaid amount of the Indebtedness, or only as to the sum past due, with interest and costs without injury to this Deed of Trust or the displacement or impairment of the remained of the lien thereof, and at such foreclosure sale, the Property be sold subject to all remaining items of the indebtedness and Trustee may again foreclose, in the same manner, as often as there may be any sum past due. In case of sale in any action or proceeding to foreclose this Deed of Trust, the Trustee shall have the right to sell the Property covered hereby in parts or as an entirety. It is intended hereby to give the Trustee the widest possible discretion permitted by law with respect to all aspects of any such sale or sales.

(vii) Terminate any management agreements, contracts, or agents/managers responsible for the property management of the Property, if in the sole discretion of Trustee such property management is unsatisfactory in any respect;

(viii) if an Event of Default occurs due to the nonpayment of the Indebtedness, or any part thereof, as an alternative to the right of foreclosure for the full Indebtedness after

acceleration thereof, Trustee shall have the right to institute proceedings, either judicial or non-judicial, at Trustee's option, for partial foreclosure with respect to the portion of said Indebtedness so in default, as if under a foreclosure, and without declaring the entire Indebtedness due (such proceedings being hereinafter referred to as "Partial Foreclosure"), and provided that if a foreclosure sale is made because of an Event of Default in the payment of a part of the Indebtedness, such sale may be made subject to the continuing lien of this Deed of Trust for the unmatured part of the Indebtedness: and it is agreed that such sale pursuant to a Partial Foreclosure, if so made, shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part, this Deed of Trust and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Section. Notwithstanding any Partial Foreclosure, Trustee may elect, at any time prior to sale pursuant to such Partial Foreclosure, to discontinue such Partial Foreclosure and to accelerate the Indebtedness by reason of any Event of Default upon which such Partial Foreclosure was predicated or by reason of any other further Event of Default, and proceed with full foreclosure proceedings. It is further agreed that several foreclosures may be made pursuant to Partial Foreclosure without exhausting the right of full or Partial Foreclosure sale for any unmatured part of the Indebtedness, it being the purpose to provide for the Partial Foreclosure sale of the Indebtedness hereby without exhausting the power to foreclose and to sell the Property pursuant to any such Partial Foreclosure for any other part of the Indebtedness, whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

**14. DUE ON SALE CLAUSE.** In the event Trustor, without the prior written consent of Beneficiary, sells, further encumbers, transfers and / or conveys part or all of the property, by deed, land contract, any lease which gives the lessee any option to purchase the Property or any part thereof, or any other means by which legal, beneficial or equitable title is transferred, Beneficiary shall be entitled at its option to declare all sums secured hereby immediately due and payable and require prompt payment by Trustor. Failure to exercise such option shall not constitute a waiver of the right to exercise it in the event of a subsequent occurrence. Any consent by Beneficiary to a change in ownership or to a change in the composition of Trustor may be conditioned upon a transfer fee for processing such a request for consent, upon an increase in the rate or interest on the unpaid balance of the indebtedness to a then-current market rate, and/or other terms and conditions as Beneficiary may impose in its sole discretion.

**15. FORECLOSURE BY POWER OF SALE.** Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be

recorded, published and delivered to Trustor such Notice of Default and Notice of Sale as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed of deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee and Beneficiary, may purchase at such sale.

(b) As may be permitted by law, after deducting Trustee Fees, Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, trustee fees, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust and Loan Instruments until the same have been paid in full; (c) to the payment of junior Trust Deeds, mortgagee or other lien holders; and (d) the balance, if any, to the person or persons legally entitled thereto.

(c) Trustee may in the manner provided by law, postpone sale of all or any portion of the Trust Estate.

**16. REMEDIES NOT EXCLUSIVE.** Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or

independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor in the extent such action is permitted by law.

**17. REQUEST FOR NOTICE.** Trustor and Beneficiary hereby request a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

**18. WAIVER OF STATUTORY RIGHTS.** Trustor shall not, and will not, apply for or avail itself of any homestead, appraisal, valuation, stay, extension or exemption laws, or any so called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but to the extent lawfully allowed hereby waives the benefit of such laws. Trustor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Property marshaled upon any foreclosure of the lien of this Deed of Trust and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. To the extent permitted by law, Trustor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust on behalf of Trustor, the trust estate and all persons beneficially interested therein and each and every person, acquiring any interest in or title to the Property subsequent to the date of this Deed of Trust.

**19. GOVERNING LAW.** This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable law, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

**20. RECONVEYANCE BY TRUSTEE.** Upon written request of Beneficiary stating that all sums secured hereby have been paid or have been forgiven pursuant to the Loan Instruments and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees. Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

**21. NOTICES.** Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such

notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any party may at this time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

**22. INTEGRATION.** This Deed of Trust, together with the other Loan Instruments, constitute the entire agreement between the parties hereto pertaining to the subject matters of this Deed of Trust and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters of this Deed of Trust and Loan Instruments.

**23. TRUSTEE MATTERS.**

(a) Trustor agrees that the duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee. Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and reliance thereon. Moreover, Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

(b) Except for willful misconduct, Trustee shall not be liable for any act of omission or error of judgment. Trustee may rely on any document believed by Trustee in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon. Trustor hereby indemnifies Trustee against all liability and expenses that Trustee may incur in the performance of Trustee's duties hereunder.

(c) Trustee may resign upon thirty (30) days' prior written notice to Beneficiary.

**24. ACCEPTANCE BY TRUSTEE.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

**25. INSPECTION.** Beneficiary or its agent may make reasonable entries upon and inspections of the property. Beneficiary shall give Trustor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**26. TRUSTOR NOT RELEASED; FORBEARANCE BY BENEFICIARY NOT A WAIVER.** Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Beneficiary to any successor in interest of Trustor shall not operate to release the liability of the original Trustor or Trustor's successors in interest.

Beneficiary shall not be required to commence proceedings against any successor in interest, refuse to extend time for payment, or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Trustor or Trustor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**27. MISCELLANEOUS.**

i. This Deed of Trust and all provisions of this Deed of Trust shall extend to and be binding upon Trustor and its heirs, grantees and assigns, any subsequent owner or owners of the Property and all persons claiming under or through Trustor (but this clause shall not be construed as constituting the consent by Trustee to the transfer of any interest in the Property), and the word "Trustor" when used herein shall include any such person and all persons liable for the payment of the Indebtedness or any part thereof, whether or not such persons shall have executed said Notes or this Deed of Trust. The word "Trustee", when used herein, shall include the successors and assigns of Trustee, and the holder or holders, from time to time, of the Notes secured hereby. In addition, in the event Trustor is a land trust or similar entity, the term "Trustor" as used herein shall include the Trustee or beneficiaries of such land trust or similar entity.

ii. In the event one or more of the provisions contained in this Deed of Trust or the Notes secured hereby, or in any other security documents given to secure the payment of the Notes secured hereby, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Trustee, not affect any other provision of this Deed of Trust, and this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

iii. The Trustor will, from time to time, upon ten (10) business days' prior written request from Trustee, make, execute, acknowledge and deliver to Trustee such supplemental mortgages, certificates and other documents, including without limitation UCC financing statements, as may be necessary for better assuring and confirming unto Trustee any of the Property, or for more particularly identifying and describing the Property, or to preserve or protect the priority of this Deed of Trust lien, and generally do and perform such other acts and things and execute and deliver such other instruments and documents as may reasonably be deemed necessary or advisable by Trustee to carry out the intentions of this Deed of Trust.

iv. Trustor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Deed of Trust to rely on the Property or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Trustor hereby assigns to Trustee any and all rights to give consent for all or any portion of the Property or any interest therein to be so used. Similarly, no building or other Improvement on the Property shall rely on any premises not subject to the lien of this Deed of Trust or any interest

therein to fulfill any governmental or municipal requirement. Trustor shall not by act or omission impair the integrity of the Property as a single zoning lot separate and apart from all other premises. Any act or omission by Trustor which would result in a violation of any of the provisions of this paragraph shall be void.

v. Trustor will, from time to time, upon ten (10) business days' prior written request by Trustee, execute, acknowledge and deliver to Trustee, a certificate stating that this Deed of Trust is unmodified and in full force and effect (or, if there have been modifications, that this Deed of Trust is in full force and effect as modified and setting forth such modifications) and stating the principal amount secured hereby and the interest accrued to date on such principal amount. The estoppel certificate from Trustor shall also state to the best knowledge of Trustor whether any offsets or defenses to the Indebtedness exist and if so shall identify them.

vi. Trustee shall have the right and option to exercise power of sale or to commence a civil action to foreclose this Deed of Trust and to obtain a decree of foreclosure. The failure to join any tenant or tenants as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Trustor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof, or any deficiency remaining unpaid after foreclosure and sale of the Property, any statute or rule of law at any time existing to the contrary notwithstanding.

vii. Trustor agrees and acknowledges that this Deed of Trust contains the power of sale which creates substantially different rights and obligations for Trustor from those contained in a mortgage in case of an Event of Default or breach of any obligation hereunder.

viii. Trustor agrees to pay or reimburse Trustee for all of Trustee's expenses incurred in connection with the extension of the Loan evidenced by the Notes including, but not limited to, Trustee's legal fees and costs related to the drafting and negotiation of the Loan Documents and the closing of the Loan, fees and expenses of a survey, appraisal, environmental site assessment, title commitment and policy and the endorsements required by Trustee thereto and other due diligence matters conducted by Trustee in connection with the Loan evidenced by the Notes and the other Loan Documents.

Trustor acknowledges receipt of a copy of this instrument at the time of execution of this Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Switch Gear Entertainment,  
A Nebraska Limited Liability Company

By: [Signature]

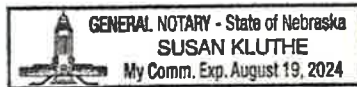
Title: STEVE WUREK, OWNER

STATE OF NEBRASKA )

COUNTY OF Sarpy )ss

The undersigned, a notary public qualified in and for said county, does hereby certify that Steve Wurek, to me personally know, who being by me duly sworn, did say that he is owner of Switch Gear Entertainment, a Nebraska Corporation; that the foregoing instrument was signed on behalf of said corporation; and that he acknowledged before me on this day and he, in his capacity as owner, executed and delivered said instrument as his voluntary act and deed and voluntary act and deed of such corporation.

Witness my hand and notarial seal this 7th day of July 2023.



[Signature]  
Notary Public



**U.S. Department of Housing and Urban  
Development**

451 Seventh Street, SW  
Washington, DC 20410  
www.hud.gov

espanol.hud.gov

**Environmental Review for Activity/Project that is Categorically  
Excluded Subject to Section 58.5  
Pursuant to 24 CFR 58.35(a)**

**Project Information**

**Project Name:** Switch Gear Entertainment LLC, Commercial Façade Improvements

**Responsible Entity:** City of Bellevue

**Grant Recipient** (if different than Responsible Entity):

**State/Local Identifier:** NE

**Preparer:** Abby Highland, CDBG Specialist

**Certifying Officer Name and Title:** Rusty Hike, Mayor

**Grant Recipient** (if different than Responsible Entity): Switch Gear Entertainment LLC, Steven Kucirek

**Project Location:** 601 Chateau Drive, Bellevue, NE 68005

**Description of the Proposed Project** [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The project involves a CDBG Community Revitalization Fund program grant/loan of \$47,541 from the City to the Business of which is to be used for façade improvements for the roof replacement associated with the Owner's commercial business located at 601 Chateau Drive, Bellevue, Nebraska 68005

**Level of Environmental Review Determination:**

Categorically Excluded per 24 CFR 58.35(a), and subject to laws and authorities at §58.5: \_\_\_\_\_  
24 CFR 58.35 (a)(3)(iii) \_\_\_\_\_

**Funding Information**

<b>Grant Number</b>	<b>HUD Program</b>	<b>Funding Amount</b>
CCRF	CDBG	\$47,541.00

**Estimated Total HUD Funded Amount: \$ 47,541.00**

**Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$75,000.00**

**Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities**

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

<b>Compliance Factors:</b> Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6	Are formal compliance steps or mitigation required?	Compliance determinations
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 &amp; 58.6</b>		
<b>Airport Hazards</b>  24 CFR Part 51 Subpart D	Yes   No <input type="checkbox"/> <input type="checkbox"/>	<i>The project site is located over 9,100 feet from the runaway at Offutt Air Force Base, but it is not located with the ACUIZ zone.</i>
<b>Coastal Barrier Resources</b>  Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes   No <input type="checkbox"/> <input type="checkbox"/>	<i>The State of Nebraska does not contain CBRS units. Therefore, the project is in compliance with the Coastal Barrier Resources Act.</i>
<b>Flood Insurance</b>  Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes   No <input type="checkbox"/> <input type="checkbox"/>	<i>The structure or insurable property is not located in a FEMA-designated Special Flood Hazard Area. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National</i>

		<i>Flood Insurance Program (NFIP). The project is in compliance with flood insurance requirements.</i>
<b>STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 &amp; 58.5</b>		
<b>Clean Air</b>  Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93	Yes    No <input type="checkbox"/> <input type="checkbox"/>	<i>Sarpy County is not in an EPA Nonattainment area. The project will not impact air quality and will not disturb asbestos containing material in a multi-family property. Source documentation includes the EPA Nonattainment areas for Criteria Pollutants (Green Book), <a href="https://www.epa.gov/green-book">https://www.epa.gov/green-book</a>.</i>
<b>Coastal Zone Management</b>  Coastal Zone Management Act, sections 307(c) & (d)	Yes    No <input type="checkbox"/> <input type="checkbox"/>	<i>The State of Nebraska does not have any costal zones. Source Documentation is the National Oceanic and Atmospheric Administration Coastal Zone Management.</i>
<b>Contamination and Toxic Substances</b>  24 CFR Part 50.3(i) & 58.5(i)(2)	Yes    No <input type="checkbox"/> <input type="checkbox"/>	<i>The project site includes an existing 3,100 sq ft building 3.7 acre lot in a previously developed neighborhood. There are no contamination or toxic substances reported on the site. A site visit did not locate any above ground tanks on the property or surrounding area. The project is not located within 3,000 feet of a brownfield, superfund or Toxic Release Site. Within 3,000 feet of the project site are the following sites: one Water Discharge Site – Coreslab Structures, 2,613 ft (Closed/City Clean Up 2006); six Hazardous Water Facilities – Payless Cashways, 2,787 ft (Storage Units), Bellevue University, 1,726 ft (Education Facility), Bakers, 1,153 ft (Grocery Store/Numerous Waste Identified), Max I Walker, 1,557 ft (drycleaner/closed) , Kmart 755 ft (Closed/Waste – Mercury), and Sunoco Service Station 1,652 ft (Waste – Ignitable Waste); three Air Emission Sites – Cornhusker Pointe, 2,613 ft (Apart Residence/Min pollutant/Minor Emissions), Kwik Shop 521 ft (Min pollutant), Max I Walker Cleaners, 1,557 ft (permanently</i>

		<i>closed – min pollutant). The structure was previously utilized as a bowling alley.</i>
<b>Endangered Species</b>  Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402	Yes    No <input type="checkbox"/> <input type="checkbox"/>	<i>This project includes the acquisition of property and renovations to the inside of the building which will have No Effect on listed species due to the nature of the activities involved in the project. This project is in compliance with the Endangered Species Act.</i>
<b>Explosive and Flammable Hazards</b>  24 CFR Part 51 Subpart C	Yes    No <input type="checkbox"/> <input type="checkbox"/>	<i>Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with explosive and flammable hazard requirements.</i>
<b>Farmlands Protection</b>  Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658	Yes    No <input type="checkbox"/> <input type="checkbox"/>	<i>The property site is located in a previously developed area which is zoned Commercial. The project will not involve the acquisition or conversion of undeveloped land, therefore, the Farmland Protection Policy Act will not apply, and compliance with this section is complete.</i>
<b>Floodplain Management</b>  Executive Order 11988, particularly section 2(a); 24 CFR Part 55	Yes    No <input type="checkbox"/> <input type="checkbox"/>	<i>The project site is located in an area of minimal flood hazard, Zone X, as identified on the floodplain map 31153C0093G effective 12/2/2005. Firmette map included in the file. The project is in compliance with Executive Order 11988.</i>
<b>Historic Preservation</b>  National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800	Yes    No <input type="checkbox"/> <input type="checkbox"/>	<i>The proposed project site is not located in a historical district. The existing structure was built in 1978 (43 years old) and does not contain any historically significant features. The proposed use of the structure will not affect the outside façade of the existing building. If substantial changes to the exterior of the building are proposed, the Subrecipient will notify the City for further review.</i>
<b>Noise Abatement and Control</b>  Noise Control Act of 1972, as amended by the Quiet	Yes    No <input type="checkbox"/> <input type="checkbox"/>	<i>The project site is an existing building in a developed area of Bellevue. The project will not include a residential use or research</i>

Communities Act of 1978; 24 CFR Part 51 Subpart B		<i>demonstration project. Based on use, the review is in compliance with this section, and therefore no noise attenuation is required.</i>
<b>Sole Source Aquifers</b>  Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes No <input type="checkbox"/> <input type="checkbox"/>	<i>The State of Nebraska does not contain a sole source aquifer. Source Documentation is the EPA Sole Source Aquifer for Drinking Water.</i>
<b>Wetlands Protection</b>  Executive Order 11990, particularly sections 2 and 5	Yes No <input type="checkbox"/> <input type="checkbox"/>	<i>The project site is not located in a wetlands area per the National Wetlands Inventory mapping system. A copy of the project site map is located in the file. The project is in compliance with wetlands protection.</i>
<b>Wild and Scenic Rivers</b>  Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes No <input type="checkbox"/> <input type="checkbox"/>	<i>The Nebraska has less than 1 percent of the state's rivers designated as wild &amp; scenic, including sections of the Missouri River and Niobrara River on the northern border of the state. The only study river is the Niobrara River only located in the northern section of the state. Source Documentation is the National Wild and Scenic Rivers System, <a href="https://www.rivers.gov/nebraska.php">https://www.rivers.gov/nebraska.php</a> The Nationwide Rivers Inventory (NRI) has not identified any rivers in Sarpy County as potentially qualifying as a national wild, scenic or recreational river. Source Documentation is the National Park Service NRI, <a href="https://www.nps.gov/ncrc/programs/rtca/nri/index.html">https://www.nps.gov/ncrc/programs/rtca/nri/index.html</a></i>
<b>ENVIRONMENTAL JUSTICE</b>		
<b>Environmental Justice</b>  Executive Order 12898	Yes No <input type="checkbox"/> <input type="checkbox"/>	<i>The project is located within an existing structure in a centrally located developed area in city limits. There are no adverse environmental impacts identified in other compliance review portions, therefore the project is in compliance.</i>

**Supporting documentation**

[EPA Non Attainment Maps - 2021.pdf](#)

[Coastal Zone Management Map.pdf](#)

[Sole Source Aquifer Map.pdf](#)

[Wild and Scenic River Map.pdf](#)

**Field Inspection** (Date and completed by): 5/12/2023, Abby Highland

**Summary of Findings and Conclusions:** The project meets all environmental requirements and will not negatively impact the project site nor surrounding areas.

**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
None	

**Determination:**

- This categorically excluded activity/project converts to Exempt, per 58.34(a)(12) because there are no circumstances which require compliance with any of the federal laws and authorities cited at §58.5. **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- This categorically excluded activity/project cannot convert to Exempt because there are circumstances which require compliance with one or more federal laws and authorities cited at §58.5. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- This project is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature: Abby Highland Date: 6/28/23

Name/Title/Organization: Abby Highland, CDBG Specialist

Responsible Entity Agency Official Signature:

\_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: Rusty Hike, Mayor

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
7/18/2023

COUNCIL MEETING DATE: July 18, 2023		SUBMITTED BY: David Goedecken- 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:

Acquisitions, Permanent and Temporary Easements for 36th Street Improvement Project

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the requested acquisitions, easements and cost breakdown for the phase two of 36th street Improvement Project. The complete documentations is available upon request. This is the fourth request for acquisitions and easements. This is an 80/20 split with NDOT.

FISCAL IMPACT:: \$214,690.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 36th Street Improvement Project

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

CIP PROJECT NAME: ROW Acquistion 36th Street CIP PROJECT NAME: ST23(5)

STREET DISTRICT NAME (S): 36th St.- Sheridan Rd to Platteview STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRUBUTION CODE: 10-15 ACCOUNT NUMBER: 6243

RECOMMENDATION:

Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project.

ATTACHMENTS:

- Letter from Midwest Right of W
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

*Simone Bortillon*

FINANCE APPROVAL AS TO FORM:

*[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM:

*David Goedecken*



June 27, 2023

City of Bellevue Public Works  
c/o Matt Knight  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
36<sup>th</sup> Street, Sheridan to Platteview  
Project #MAPA-3773(1)  
Control #22288  
Tract #B1

Dear Mr. Knight:

Enclosed are two (2) executed copies of the Purchase Agreement, and one (1) copy each of the Warranty Deed, and Permanent Easement for Tract B1, Gary and Lori Schneekloth. The authorized representative of the City of Bellevue will need to sign both copies of the Purchase Agreement. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed and Permanent Easement need to be recorded at the Sarpy County Register of Deeds' office. The original, recorded documents should be kept in the completed file.

**Please send an original executed Purchase Agreement, copies of the recorded Deed and Permanent Easement, and a check in amount of \$91,470.00 made payable to:**

**Gary L. and Lori F. Schneekloth  
3417 Schneekloth Road  
Bellevue, NE 68123**

Also enclosed are executed copies of the Leasehold Interest for the tenant of this tract, Jared Wiese, LLC. The city's authorized representative will need to sign the Leasehold Interest. One signed original is to be kept by the city and placed in the completed file. The second original should be sent with payment to the tenant.

**Please send an original executed Leasehold Interest and a check in amount of \$100.00 made payable to:**

**Jared Wiese, LLC  
15616 South 57<sup>th</sup> Street  
Papillion, NE 68133**



**MIDWEST**  
R | O | W

midwestrow.com

July 6, 2023

City of Bellevue Public Works  
c/o Matt Knight  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
36<sup>th</sup> Street, Sheridan to Platteview  
Project #MAPA-3773(1)  
Control #22288  
Tract #B3

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement and Warranty Deed, for Tract B3, Mary Lynne Helwig. The authorized representative of the City of Bellevue will need to sign all copies of the Purchase Agreement. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed needs to be recorded at the Sarpy County Register of Deeds' office. The original, recorded document should be kept in the completed file.

**Please send an original executed Purchase Agreement, a copy of the recorded Warranty Deed, and a check in amount of \$123,020.00 made payable to:**

**Mary Lynne Helwig  
3912 Schneekloth Road  
Bellevue, Nebraska 68123**

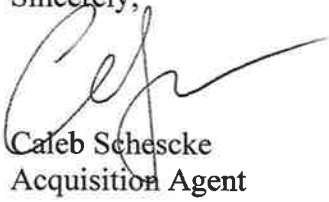
Also enclosed are executed copies of the Leasehold Interest for the tenant of this tract, Jared Wiese. The city's authorized representative will need to sign the Leasehold Interest. One signed original is to be kept by the city and placed in the completed file. The second original should be sent with payment to the tenant.

**Please send an original executed Leasehold Interest and a check in amount of \$100.00 made payable to:**

**Jared Wiese  
15616 South 57<sup>th</sup> Street  
Papillion, Nebraska 68133**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [cschescke@midwestrow.com](mailto:cschescke@midwestrow.com) to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,



Caleb Schescke  
Acquisition Agent

Enclosures

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
7/18/2023

COUNCIL MEETING DATE: July 18, 2023		SUBMITTED BY: Dave Goedeken-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:

Streets north shop odorant building renovation- Phase 1, award of contract

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for the Streets North Shop Odorant Building Renovation on June 29, 2023. After review of the bids received, the low, responsive, responsible bidder, NL&L Concrete Inc. has been recommended for the project.

FISCAL IMPACT: \$60,757.40 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: NL&L INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: NL&L Concrete Inc.

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bellevue Streets north shop odorant building renovation - BPW-230105

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

CIP PROJECT NAME: CIPST23(9)Northshop MUD building and remodel and paving CIP PROJECT NAME:

STREET DISTRICT NAME (S): 15 STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: 6033 ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and NL&L Concrete Inc. in the amount of \$ 55,234.00, plus a 10% contingency of \$5,523.40 for a total project cost of \$60,757.40 for the Streets north shop odorant building renovation - Phase 1.

ATTACHMENTS:

- Contract
- Proposal
- Bid Sheet
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

## CONTRACT

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 18 day of July 2023 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and NL & L Concrete Inc. ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Contract/Contract Documents.** Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. **Contractor's Work.** Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the Streets North Shop Odorant Building Renovation ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

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

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

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

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

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

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Fifty-five thousand two hundred thirty-four dollars and 00/100 Dollars (\$ 55,234.00 ) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

- a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.
- b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.
- c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).
- d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.
- e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

- f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.
- g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.
- h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.
- i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.
- j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.
- k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.
- l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.
- m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.
- (i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue  
Public Works Director  
Attn: Dave Goedeken  
1510 Wall Street  
Bellevue, NE 68005

With a copy to:

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

If to Contractor:

NL & L Concrete Inc  
5634 So 85<sup>th</sup> Circle  
Ralston, NE 68127  
Phone: 531-466-4650

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be the Public Works Director, or their designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify: The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT “A”**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor’s equipment, plant, and all else necessary to complete **“BPW-230105 BELLEVUE PUBLIC WORKS ODORANT BUILDING RENOVATION – PHASE 1,”** as specified in the plans and specifications in the City’s request for proposals and Notice to Bidders.

**EXHIBIT "B"**

**COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT**

***EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT***

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

***EQUAL EMPLOYMENT OFFICER***

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

## ***NON-DISCRIMINATORY RECRUITING***

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

## ***CONTRACTS AND CONTRACTORS***

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

BIDDER: NL & L Concrete Inc.

Project: City of Bellevue  
**BPW-230105 BELLEVUE PUBLIC WORKS ODORANT BUILDING  
RENOVATION – PHASE 1**

### PROPOSAL

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

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for “**BPW-230105 BELLEVUE PUBLIC WORKS ODORANT BUILDING RENOVATION – PHASE 1**” and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage’s, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) 2 thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within seven (7) days from and after the acceptance of the Proposal and further agrees to begin Work immediately up receipt of written Notice to Proceed, and the Work to be substantially complete by August 31, 2023. The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:

Eric Wallqvist  
Signature of Bidder - Title

Eric Wallqvist  
Typed or Printed Name

NL&L Concrete Inc.  
Name of Company

5634 So 85th Cir  
Business Address

Ralston Ave 68127  
City of Bellevue Contractor's License #/or  
approved equivalent

087199 538  
DUNS #

531-466-4650  
Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16e.  
7/18/2023

COUNCIL MEETING DATE: 7-15-23		SUBMITTED BY: Police	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the purchase of a new server for the Police Department cruiser and body camera Watchguard system.

SYNOPSIS/BACKGROUND:

The Police Department has been having significant operational difficulties with the Watchguard "virtual server", to the point where the system is unstable and frequently goes offline for extended periods of time. Watchguard (Motorola) engineers are recommending the purchase of a new, dedicated physical server with a 5 year warranty/service plan at a cost of up to \$53,420.00, which is a worst case scenario. We are hopeful that the actual cost will be less.

FISCAL IMPACT: \$53,420.00 BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the purchase of a new Watchguard server for the Police Department.

ATTACHMENTS:

- Motorola server quote
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Signature: Britta Miller*

*Signature: [illegible]*

*Signature: [illegible]*

**Billing Address:**  
 BELLEVUE POLICE DEPT, CITY  
 OF  
 1500 WALL ST  
 BELLEVUE, NE 68005  
 US

**Shipping Address:**  
 BELLEVUE POLICE DEPT, CITY  
 OF  
 206 INDUSTRIAL DR  
 BELLEVUE, NE 68005  
 US

**Quote Date:**02/27/2023  
**Expiration Date:**09/29/2023  
**Quote Created By:**  
 Joshua Medeiros  
 Joshua.Medeiros@  
 motorolasolutions.com

**End Customer:**  
 BELLEVUE POLICE DEPT, CITY OF

**Payment Terms:**30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
		VideoManager EL: Video Evidence Management					
1	WGA00421-217	SVR 16 HDD RAID 6 3U 26-75 5CAL GEN 4.	1		\$13,868.75	\$11,095.00	\$11,095.00
2	WGS00160-2016	SOFTWARE, SQL SERVER 2016, STD, W /5 CAL	1		Included	Included	Included
3	WGW00140	EXTENDED WARRANTY, RACK SERVER (WGA00421-116,-216,-117,- 217)) FULL SERVICE ON SITE, 5-YEAR	1	5 YEAR	\$1,468.75	\$1,175.00	\$1,175.00
4	WGA00422-1250	HD VIDEOMANAGER EL ON-PREM 12TB 6GB/S 7200 RPM 256MB ENT 4KN	6		\$1,012.50	\$810.00	\$4,860.00
5	WGW00122-400	ON-SITE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		\$6,250.00	\$5,000.00	\$5,000.00
6	WGP02400-500	LICENSE,VIDEOMANAGE R EL ON-PREM SITE LICENSE KEY	1		\$1,250.00	\$1,000.00	\$1,000.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
7	WGA00423-400	STORAGE 4RE 44-BAY 4U SAS CBL GEN 3	1		\$10,500.00	\$8,400.00	\$8,400.00
8	WGA00422-1650	HD VIDEOMANAGER EL ON-PREM 16TB 6GB/S 7200 RPM 256MB ENT 4KN	22		\$1,243.75	\$995.00	\$21,890.00

**Grand Total**
**\$53,420.00(USD)**
**Pricing Summary**

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$66,300.00	\$52,480.00
Year 2 Subscription Fee	\$293.75	\$235.00
Year 3 Subscription Fee	\$293.75	\$235.00
Year 4 Subscription Fee	\$293.75	\$235.00
Year 5 Subscription Fee	\$293.75	\$235.00
<b>Grand Total System Price</b>	<b>\$67,475.00</b>	<b>\$53,420.00</b>


**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
7/18/2023

COUNCIL MEETING DATE: 07/18/2023	SUBMITTED BY: Capt. Tim Melvin 	
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:

Cellebrite Maintenance/License Renewal

SYNOPSIS/BACKGROUND:

We use Cellebrite in the Criminal Investigations Division to do forensic investigations on cell phones. We need to renew our license with them. We budget for this every year.

FISCAL IMPACT: \$26,550.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 6265 ACCOUNT NUMBER:

RECOMMENDATION:

Approve renewal of Cellebrite Maintenance/License Renewal

ATTACHMENTS:

- Cellebrite Renewal Quote
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:


Cellebrite Inc.  
 8065 Leesburg Pike,  
 Suite T3-302  
 Vienna, VA 22182  
 USA



Digital intelligence  
 for a safer world

Tel. +1 800 942 3415  
 Fax. +1 201 848 9982  
 Tax ID#: 22-3770059  
 DUNS: 033095568  
 CAGE: 4C9Q7  
 Company Website:  
<http://www.cellebrite.com>

# Quote

**Quote#** Q-326635-1  
**Date:** Jul 10, 2023

**Billing Information**  
 Bellevue Police Department (NE)  
 1510 Wall Street  
 Bellevue, Nebraska 68005  
 United States  
**Contact:** Robert Page  
**Phone:** 4029172180

**Delivery Information**  
 Det. Mike Smutny  
 1510 WALL ST  
 BELLEVUE, NE 68005-3675  
 United States  
**Contact:** Robert Page  
**Phone:** 4029172180

**End Customer:** Bellevue Police Department (NE)

Click [here](#) to process with Credit Card payment  
 By clicking the link above and accepting this quote,  
 You are expressing your agreement and compliance to and with the terms contained on this quote.

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00044514	Aug 09, 2023	Net 30	USD	Nick Piacenza

Product Code	Product Name	Qty	Start Date	End Date	Serial Number	Net Price/Unit	Net Price
B-PAAS-02-004	Premium as a Service Core package	1	Sep 07, 2023	Sep 06, 2024		0.00	0.00
U-AIS-02-134	Premium aaS 35 Unlocks and Unlimited Extraction Annual Subscription	1	Sep 07, 2023	Sep 06, 2024		9,320.74	9,320.74
U-AIS-02-139	Premium as a Service End Point	1	Sep 07, 2023	Sep 06, 2024	493259199	0.00	0.00
B-UFD-10-001	UFED 4PC Ultimate Subscription	1	Sep 07, 2023	Sep 06, 2024	493259199	5,743.08	5,743.08
B-UFD-10-001	UFED 4PC Ultimate Subscription	2	Nov 10, 2023	Nov 09, 2024	568152447, 1613628804	5,743.08	11,486.16

SubTotal	USD 26,550.00
Shipping & Handling	USD 0.00
Sales Tax	USD 0.00
<b>Total</b>	<b>USD 26,550.00</b>

Comments:

**Terms and Conditions:**

- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.

- Quote is subject to regulatory approval.
- **Freight Terms:** FCA (NJ)
- **Limited Warranty:** Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- **General:** The following terms shall apply to any product at <http://legal.cellebrite.com/us/index.html>
- **EULA:** All Cellebrite Software is licensed subject to the end user license agreement available at <https://legal.cellebrite.com/End-User-License-Agreement.html>
- **Advanced Services (CAS):** The following terms apply to Cellebrite Advanced Services at <https://legal.cellebrite.com/CB-us-us/index.html>
- **Premium:** The following terms shall apply only to Cellebrite Premium at <http://legal.cellebrite.com/intl/PremiumUS.htm>
- **Pathfinder:** The following terms apply to Cellebrite Pathfinder at <https://legal.cellebrite.com/PF-Addendum.htm>
- **Training Services:** The following terms apply to Cellebrite Training Services at <http://legal.cellebrite.com/intl/Training.htm>
- **SaaS:** <https://legal.cellebrite.com/SaaS.htm>

**In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.**

\*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.

Please include the following information on your PO for Cellebrite UFED purchase:

- Please include the ORIGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above , and I hereby approve that my signature is legally binding upon the customer identified above.

**Customer Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Please sign and email to John Hencinsky at [john.hencinsky@cellebrite.com](mailto:john.hencinsky@cellebrite.com)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/18/2023		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:

Release the CDBG Housing Rehabilitation Deed of Trust for 1605 Garden Avenue including the Deed of Reconveyance after loan was paid-in-full.

SYNOPSIS/BACKGROUND:

In October 2013, the City completed a Community Development Housing Rehabilitation project at 1605 Garden Avenue in the amount of \$11,215.00, and a Deed of Trust was filed with Sarpy County for said amount. In July 2024, the City received a final payment fulfilling the non-forgiveable loan and the remaining forgiveable loan amount, which was a total of \$2,548.12. With the fulfillment of the terms of the agreement, the City can release the lien by filing a Substitution of Trustee and Deed of Reconveyance.

FISCAL IMPACT: \$2,548.12      BUDGETED FUNDS?: No      GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: \_\_\_\_\_ CONTRACT TERM: \_\_\_\_\_ CONTRACT END DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_ PAYMENT DATE: \_\_\_\_\_ INSURANCE REQUIRED: Yes

CIP PROJECT NAME: \_\_\_\_\_ CIP PROJECT NAME: \_\_\_\_\_

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

ACCOUNTING DISTRIBUTION CODE: 60-CDBG      ACCOUNT NUMBER: \_\_\_\_\_

RECOMMENDATION:

Approve the Mayor to sign the Substitution of Trustee and Deed of Reconveyance for 1605 Garden Avenue.

ATTACHMENTS:

- |                            |                         |                          |
|----------------------------|-------------------------|--------------------------|
| 1. Substitution of Trustee | 2. Deed of Reconveyance | 3. Deed of Trust - Filed |
| 4. _____                   | 5. _____                | 6. _____                 |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

SUBSTITUTION OF TRUSTEE

KNOW ALL PERSONS BY THESE PRESENTS:

**Bron and Leeta McManigal, a married couple**, is the Grantor/Trustor, and **Patrick Sullivan** is the Trustee, and **City of Bellevue, Nebraska**, is the Beneficiary under that certain Deed of Trust dated October 31, 2013, and recorded on December 18, 2013, as Instrument No. 2013-37516, Mortgage Records of Sarpy County in the State of Nebraska. The trust property affected is legally described as follows:

**Lot 171, Mission Gardens, an Addition to the City of Bellevue, Sarpy County, Nebraska, as surveyed, platted, and recorded together with all vacated portions of streets, avenues, and alleys adjacent thereto.**

The undersigned, who is the present Beneficiary under said Deed of Trust, desires to appoint a new Trustee in place and stead of the Trustee named above;

NOW, THEREFORE, in view of the premises, the undersigned hereby appoints: **AIMEE C. BATAILLON**, a member of the Nebraska State Bar Association, whose address is 1500 Wall Street, Bellevue, NE 68005 as Successor Trustee under said Deed of Trust. She is to have all the powers of said original Trustee, effective forthwith. Where Co-Trustees are appointed each shall have all the powers of said original Trustee and each shall be authorized to act severally.

IN WITNESS WHEREOF, the undersigned Beneficiary has hereunto set their hands.

Dated: July \_\_\_\_\_, 2023

City of Bellevue, Nebraska,  
Beneficiary

By: \_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

**Record & Return to: City of Bellevue, 1500 Wall Street, Bellevue, NE 6800**

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 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 July 2023.

\_\_\_\_\_  
Notary Public

REQUEST TO RECONVEY

TO: Aimee C. Bataillon, Trustee

You are hereby requested to execute a Deed of Reconveyance to Bron and Leeta McManigal, a married couple, for the reason that payment in full has been made on the note secured by the Deed of Trust recorded the 18<sup>th</sup> day of December, 2013, as Instrument No. 2013-37516 of the Mortgage Records of Sarpy County, Nebraska.

Dated this \_\_\_\_ day of July 2023

City of Bellevue, Nebraska

By: \_\_\_\_\_  
Rusty Hike, Mayor

STATE OF NEBRASKA            )  
                                                          )  
COUNTY OF SARPY            )

On this \_\_\_\_ day of July, 2023, before me, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Rusty Hike, Mayor of the City of Bellevue, Nebraska, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of the City.

WITNESS my hand and notarial seal the day and year last above written.

\_\_\_\_\_  
Notary Public

## DEED OF RECONVEYANCE

WHEREAS, the undersigned Trustee, Aimee C. Bataillon, Bellevue City Attorney and member of the Nebraska State Bar Association, of 1500 Wall Street, Bellevue, County of Sarpy, State of Nebraska, as Trustee under the Deed of Trust executed by Bron and Leeta McManigal, a married couple, Trustor, in which City of Bellevue, Nebraska, was named as Beneficiary, and recorded on December 18, 2013, as Instrument No. 2013-37516 of the Mortgage Records of the Register of Deeds of Sarpy County, Nebraska, has received from, the City of Bellevue, Nebraska, Beneficiary thereunder, a written Request to Reconvey, reciting that all sums secured by such Deed of Trust have been fully paid and that such Deed of Trust and the Note secured thereby have been surrendered to the undersigned, as Trustee, for cancellation;

NOW THEREFORE, in accordance with such request and the provisions of such Deed of Trust, the undersigned, as Trustee, does hereby reconvey, without warranty, to the person or persons entitled thereto, namely Bron and Leeta McManigal, a married couple, the estate now held by the Trustee thereunder, to-wit:

**Lot 171, Mission Gardens, an addition to the City of Bellevue, Sarpy County, Nebraska, as surveyed, platted, and recorded together with all vacated portions of streets, avenues and alley adjacent thereto**

IN WITNESS WHEREOF the undersigned has executed this Deed of Reconveyance at Bellevue, Nebraska, on July \_\_\_\_\_, 2023.

\_\_\_\_\_  
Aimee C. Bataillon, Successor Trustee

STATE OF NEBRASKA    )  
                                  )  
COUNTY OF SARPY     )

On this \_\_\_\_ day of July, 2023, before me, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Aimee C. Batallion, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

\_\_\_\_\_  
Notary Public

COUNTER PR C.E. PR  
VERIFY PR D.E. PR  
PROOF IMP  
FEES \$ 34.00  
CHECK# \_\_\_\_\_  
CHG COB CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

FILED SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2013-37516

12/18/2013 11:07:35 AM

*Clay J. Dowling*

REGISTER OF DEEDS



*R+R*  
City of Bellevue  
CDBG Office  
210 West Mission Ave  
Bellevue, NE 68005

**SECOND DEED OF TRUST  
AND REQUEST FOR NOTICE OF DEFAULT**

**MATURITY DATE:** Sale, Lease or Abandonment, or January 1, 2024, whichever is earlier.

THIS DEED OF TRUST made on this 31st day of October, 2013 among Trustors, Bron and Leeta McManigal, a married couple, whose principal residence is 1605 Garden Avenue, Bellevue, NE 68005, as Trustor, and Patrick J. Sullivan, Attorney at Law, Suite 1, 1246 Golden Gate Drive, Papillion, Nebraska 68046, as Trustee, and the City of Bellevue, Nebraska, 210 West Mission, Bellevue, Nebraska, 68005, as Beneficiary.

**WITNESSETH:**

THAT TRUSTOR Irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, the following described Real Estate:

**Mailing Address:** 1605 Garden Avenue, Bellevue, Nebraska 68147

**Legal Address:** Lot 171, Mission Gardens an Addition to the City of Bellevue, Sarpy County, Nebraska, as surveyed, platted, and recorded together with all vacated portions of streets, avenues and alleys adjacent thereto

together with all interest which Trustor now has or may hereafter acquire in and to said Real Estate and in an to: (a) all easements and rights of way appurtenant thereto and all of the estate, right, title, interest, claim and demand whatsoever of Trustor in the Real Estate, either at law or in equity, now or hereafter acquired; (b) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "improvements"); (c) all machinery, appliances apparatus, equipment and fixtures now or hereafter located in, upon or under the Real Estate or the Improvements or any part thereof, and used or usable in connection with any present or future operation thereof, and all additions thereto and replacements therefore; (d) all homestead rights as now or hereafter provided by Nebraska Law. The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate". This Deed of Trust securing a Conditional Loan is subject only to a lien granted by Trustors to Centennial Bank, Trustee, and as the "Primary Lender", in the amount of \$126,299.

**FOR PURPOSE OF SECURING:**

A. Payment of the principal sum of Eleven Thousand, Two Hundred Fifteen Dollars (\$ 11,215.00) in CDBG funds, with interest thereon, evidenced by that certain Promissory Note (the "Note") dated (October 31, 2013) with a maturity date at the time of sale, lease or abandonment, executed by Trustor which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and

B. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate of two point five (2.5) percent per annum.

This Deed of Trust, the Note, and any other instrument given to evidence or further secure the payment and performance, of any obligation secured hereby may hereafter be referred to collectively as the "Loan Instruments".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Obligation. To pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments.

2. Maintenance and Compliance with Laws. To keep the Trust Estate in good condition and repair;

not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; to promptly restore in a good and workmanlike manner any Improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Trust Estate, not to commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation, and to pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or assessed against the Trust Estate or any part thereof.

3. Required Insurance. To at all times provide, maintain and keep in force fire and extended coverage insurance against loss or damage to the Improvements. Such insurance policies shall contain a standard mortgage clause in favor of the Beneficiary and shall not be cancelable or terminated without fourteen (14) days prior written notice to Beneficiary. Evidence of such insurance shall be provided by Trustor upon request in an amount not less than the total value of the home of \$120,043.00.

After the occurrence of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary. In the event of any damage or destruction of the Improvements, Beneficiary shall have the option in its sole discretion of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Beneficiary may determine, or (ii) to the restoration of the Improvements or (iii) to Trustor.

4. Taxes and Impositions.

(a) Trustor agrees to pay and to provide Beneficiary paid receipts of, at least ten (10) days prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Trust Estate, or become due and payable, and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, (all of which taxes, assessments and other governmental and non-governmental charges of like nature are hereinafter referred to as "Impositions").

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary or this Trust Deed and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Beneficiary, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

5. Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorney's fees.

6. Eminent Domain. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary.

Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

10. Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's options any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

11. Events of Default. Any of the following events shall be deemed an event of default hereunder:

(a) Default shall be made in the payment of any installment of principal or interest or any other sum secured hereby when due; or

(b) Trustor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Trustor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain un-vacated and un-stayed for an aggregate of thirty (30) days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator or Trustor or of all or any part of the Trust Estate, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Trustor and such appointment shall remain un-vacated and un-stayed for an aggregate of thirty (30) days (whether or not consecutive); or

(d) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Trust Estate or any portion thereof or interest therein and such execution, attachment or similar process of judgment is not released, bonded, satisfied, vacated or stayed within thirty (30) days after its entry or levy; or

(e) There has occurred a breach of or default under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments.

12. Acceleration upon Default, Additional Remedies. In the event of any event of default Beneficiary may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including

C

(iii) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

13. Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at nine percent (9%) per annum; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

14. Appointment of Receiver. If an event of default described in Section 11 of this Deed of Trust shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor.

15. Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, its being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

16. Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to each person who is a party hereto at the address set forth in the first paragraph of this Deed of Trust.

17. Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

18. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The

