

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

Tuesday, December 19, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE - Scout Troops 231, Thanksgiving Lutheran Church.
2. INVOCATION - Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Approval of the December 5, 2023 Board of Equalization Minutes.
 2. (*) Approval of the December 5, 2023 City Council Minutes.
 3. (*) Acknowledge receipt of the October 10, 2023 Tree Board Minutes.
6. (*) APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (*) Appoint Clare Severn and reappoint Rosemary White to the Community Development Block Grant (CDBG) Committee for three-year terms ending January 2027. (Finance Director/CDBG Specialist)
 - b. +++ (*) Appoint Robert Clatterbuck to the Tree Board Committee, for a term ending April 2026. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION:
 - a. Judith Mansidor - Safe Haven Updates
 - b. +++ Steve Kucirek - Address Council on CDBG Grant
10. LIQUOR LICENSES:
 - a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Pyong Hwangpo dba "Mison's Oriental Food Mart" located at 1414 Harlan Drive, Bellevue, NE 68005 and Pyong Hwangpo as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4138: Sewer Rate Ordinance Increase (Wastewater and Solid Waste Superintendent)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4139: Request to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS, for the purpose of existing single-family residential. Applicant: Amanda Iwansky. General Location: 215 Bellevue Blvd. S. (Planning Director)
 1. Request to small subdivision plat Lots 1 and 2, The Shadows Replat II.
 - b. Ordinance No. 4140: Request to annex Tax Lot 18, located in Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)
 - c. Ordinance No. 4141: Request to annex Tax Lot 24, located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

d. Ordinance No. 4142: Request to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E of the 6th P.M., Sarpy County, NE and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

e. Ordinance No. 4143: Request to annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. +++ Ordinance 4144: An ordinance authorizing the issuance of General Obligation Refunding Bonds to refund all or a portion of the Outstanding General Obligation Refunding Bonds and authorizing an invitation to the holders of certain obligations to tender their obligations for redemption and purchase, and related matters. (Finance Director) **(Requesting to waive the rule requiring three readings, hold a public hearing tonight and vote after the public hearing at tonight's meeting)**

1. +++ Resolution #2023-37: A resolution authorizing an invitation to the holders of certain obligations to tender their obligations for redemption and purchase and related matters.

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request for a Conditional Use Permit (CUP) for Lot 1, Coastal Mart Addition, for the purpose of automobile sales. Applicant: Del Auto Sales, LLC. Location: 2605 West Chandler Road. (Planning Director)

b. Public Hearing on the CDBG 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER). (Finance Director/CDBG Program Specialist)

15. RESOLUTIONS:

a. Resolution No. 2023-36: A resolution authorizing the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) and authorizing the Mayor to sign. (Finance Director/CDBG Program Specialist)

b. Resolution No. 2023-35: Request to approve the Redevelopment Plan for Lots 1B1B, 1B2A2, and 1B2B1, Twin Ridge II and authorize the Mayor to sign. Applicant: Bapaji Maharaj, LLC. General Location: 1110 Fort Crook Road South. (Planning Director) **(Public Hearing Required)**

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign HUD Form 7015-15 - Request for Release of Funds Certifications and submit to HUD in amount not to exceed \$402,681.00. (Finance Director/CDBG Specialist)

b. Approve and authorize the Mayor to sign the First Extension to the Real Estate Broker Services Agreement with CBRE Inc., for a period beginning December 21, 2023 through December 21, 2024. (City Administrator)

c. Approve and authorize the Mayor to sign an Agreement with the Nebraska Humane Society for animal control services within the City of Bellevue beginning January 1, 2024 through December 31, 2026, in the amount of \$17,231/monthly. (City Administrator/Legal Department)

d. Approve and authorize the Mayor to sign the agreement with Creative Sites, LLC for new playground equipment at Aspen Park, in an amount not to exceed \$79,638.00. (Public Works Director/Jim Shada Parks)

e. Approve and authorize the Mayor to sign a Proposal for Professional Services with GP Architecture, LLC for restrooms and shelter building design at Washington Park, in an amount not to exceed \$38,400.00. (Public Works Director)

f. Approve and authorize the Mayor to sign a Proposal for Professional Services with GP Architecture, LLC for designing a restroom facility at Stonecroft Park, in an amount not to exceed \$50,000.00. (Public Works Director)

g. Approve and authorize the Mayor to sign a Proposal for Professional Services with GP

Architecture LLC for architectural work for the window replacement/renovation at District 3 Fire Station, in an amount not to exceed \$12,900.00. (Public Works Director)

h. Approve and authorize the Mayor to sign a Professional Service Agreement with JEO Consulting Group for the 2024 concrete rehabilitation project, in an amount not to exceed \$138,960.00. (Public Works Director)

i. Approve and authorize the Mayor to sign the Agreement No. 5 and Certificate of Compliance with the Nebraska Department of Transportation for reimbursement, in an amount of \$25,907.20. (Public Works Director)

j. Authorize the purchase of a 2024 Ford F250 Crew Cab Truck from Anderson Auto Group for Fleet Maintenance, in an amount not to exceed \$60,584.00. (Public Works Director)

k. Approve and authorize the purchase of a 2017 John Deere 770G Motor Grader for the Street Department, in an amount not to exceed \$194,425.00. (Public Works Director)

l. Approve the purchase of a Marathon TPS250PT Reel and Hand Wand from Logan Contractors Supply, for the Street Department, in an amount not to exceed \$19,800.00. (Public Works Director)

m. Approve the purchase of a Falcon 4 Ton Hot Box from Logan Contractors Supply, for the Street Department, in an amount not to exceed \$67,723.00. (Public Works Director)

n. Approve the purchase of a new GPS System/Survey Unit for public works, in an amount not to exceed \$41,248.48. (Public Works Director)

o. Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in the amount of \$13,780.00. (Public Works Director)

p. Approve and authorize the Mayor to sign a new 2021 Subrecipient Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for a change in the Scope of Service and timeline, in an amount not to exceed \$240,080.00. (Finance Director/CDBG Specialist)

q. Approve and authorize the Mayor to sign the Memorandum of Agreement (MOA) with Papillion Sanitation regarding inspections and partial occupancy. (Planning Director)

r. Approve and authorize the Mayor to sign the Water Mainline Extension Agreement with Municipal Utilities District (MUD), in an amount not to exceed \$11,066,961.00. (Director of Economic and Community Development)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly Reports are given at the first Council Meeting of each month - December & January reports will be attached to the February 6, 2024 Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

BOARD OF EQUALIZATION MINUTE RECORD

*5b1.
12/19/2023

Board of Equalization Meeting, December 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 5:00 p.m. on the 5th day of December, 2023. Present were Council Members, Rich Casey, Paul Cook, Jerry McCaw, Don Preister, and Kathy Welch; Absent: Burns.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times, 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 on the rear wall in the City Council Chambers.

Approval of the Agenda

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

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

Public hearing to consider the levy of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, 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. 2023-1205-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, and/or general clean up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Cook, seconded by Welch to approve BOE Resolution No. 2023-1205-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, and/or general clean up, on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Cook, seconded by Welch to amend by removing the following properties since they have paid, stating he would read them by the name of property owner: AMA Properties LLC; Anderson, Austin; (2) for Elevate Lofts LLC; Gardner, Kirk; Ringer, Jacob; and Wustrack, Leslie, from BOE Resolution No. 2023-1205-01. Roll call vote on amendment was as follows: Casey, Cook, McCaw, Preister, Preister and Welch voted yes; voting no: none; Absent: Burns. Motion carried.

Roll call vote to approve BOE Resolution No. 2023-1205-01 as amended was as follows: Casey, Cook, McCaw, Preister, Preister and Welch voted yes; voting no: none; Absent: Burns. Motion carried.

Adjournment

There being no further business to come before the Board, on motion made by Welch, seconded by Casey at 5:15 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 December 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

BOARD OF EQUALIZATION MINUTE RECORD

Board of Equalization Meeting, December 5, 2023

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

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. Minutes are subject to change upon City Council approval of the meeting minutes.

MINUTE RECORD

Bellevue City Council Meeting, December 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 5th day of December, 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 Sarpy County Times and posted in two public places, the designated method for giving notice and was also given to the Mayor and all members of the City Council. Available in the Office of the City Clerk confirmation of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice. All proceedings shown hereafter were taken while the convened meeting was open to the public.

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike invited John Paul, Boy Scout Troop 474 to lead in the Pledge of Allegiance. Pastor Gary Fuller, Avery Church, 1910 Avery Road East, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

Motion was made by Cook, seconded by Burns, to approve the amend the agenda by moving item 16a. after item 7.

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

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Approval of the November 21, 2023 City Council Minutes; Acknowledge receipt of the November 16, 2023 Planning Commission Minutes; Approval of Claims; Appoint Robert Joseph Riggs, Class A, License S-1359, as the employed street superintendent for the purpose of the 2024 calendar year Highway Incentive Program, from January 1, 2024 through December 31, 2024; Recommendation to appoint Rebecca Zurcher to Bellevue Municipal Corporation; and Recommendation to appoint Heath Paulson to the LB 840 Citizen Advisory Committee; and approve and authorize the Mayor to sign the Nebraska Designation/Revocation Certification Form designating Harrison Johnson as the sole individual authorized by Bellevue to inspect the Bellevue sales tax information.

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

SPECIAL PRESENTATIONS:

Presentation on Annual Renewal of the City Employee Medical, Dental, Vision, Life, and Disability Insurance for 2024 - Mike Williams.

Mr. Mike Williams, Senior Vice President, FNIC, advised the plan premiums increased by 4.1%, the plan originally started 14% higher but was decreased after negotiations. Discussion followed.

Approve renewal of insurance plans and premiums for the 2024 calendar year, in an amount not to exceed \$207,673.32. (Finance Director)

Mr. Severson pointed out item reads "in an amount not to exceed \$207,673.32" and should be removed. That is the fiscal impact. The city pays over \$6 million in premiums.

Motion was made by Welch, seconded by Cook, to approve renewal of insurance plans and premiums for the 2024 calendar year. 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, December 5, 2023, Page 2

ORGANIZATIONAL MATTERS:

Election of the City Council President for 2024.

Motion was made by Casey, seconded by Welch, to nominate Councilman Cook to serve again as Council President for 2024. 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.

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4136: Request to rezone Tax Lot 7B3A3, located in the Northwest 1/4 OF Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of an existing single-family residence. Applicant: Barney Barrett. General Location: 2004 Harlan Drive. (Planning Director)

Ordinance No. 4136: 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 2004 Harlan Drive, more particularly described in Section 1 of the ordinance and to provide an effective date was read for a third time and final time.

Motion was made by Casey, seconded by McCaw, to approve Ordinance No. 4136. 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.

Ordinance No. 4137: Request to rezone Lot 2, Southdale, from BNH to RG-28, for the purpose of multi-family residential development. Applicant: H.A. Wassenberg Holding Co. LLC. General Location: S. 29th Avenue and Capehart Road. (Planning Director)

Ordinance No. 4137: An Ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about South 29th Avenue and Capehart Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for a third and final time.

Motion was made by Cook, seconded by Preister, to approve Ordinance No. 4137. 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. 4138: Sewer Rate Ordinance Increase (Wastewater and Solid Waste Superintendent)

Ordinance No. 4138: An ordinance to amend Section 30-137 of the Bellevue Municipal Code establishing minimum monthly sewer charges for residential and commercial users in the City of Bellevue; to repeal Section 30-137 of the Bellevue Municipal Code as heretofore to existing; and to provide for the effective date of this ordinance 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.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on December 19, 2023.

ORDINANCES FOR INTRODUCTION (First Reading):

Ordinance No. 4139: Request to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS, for the purpose of existing single-family residential; and small subdivision plat Lots 1 and 2, The Shadows Replat II. Applicant: Amanda Iwansky. General Location: 215 Bellevue Blvd. S. (Planning Director)

Ordinance No. 4139: 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 215 Bellevue Boulevard South, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

MINUTE RECORD

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

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 19, 2023.

Ordinance No. 4140: Request to annex Tax Lot 18, located in Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 4140: An ordinance to annex to the City of Bellevue, Sarpy County Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 19, 2023.

Ordinance No. 4141: Request to annex Tax Lot 24, located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 4141: An ordinance to annex to the City of Bellevue, Sarpy County Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 19, 2023.

Ordinance No. 4142: Request to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E of the 6th P.M., Sarpy County, NE and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 4142: An ordinance to annex to the City of Bellevue, Sarpy County Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 19, 2023.

Ordinance No. 4143: Request to annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 4143: An ordinance to annex to the City of Bellevue, Sarpy County Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 19, 2023.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS: NONE

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the amended Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Apartments Addition Redevelopment Project located on Lot 1, College Apartments Addition as of November 7, 2023 and to rescind all prior Redevelopment Agreements and Redevelopment Promissory Notes approved for said property. (City Clerk)

Motion was made by Cook, seconded by McCaw, to approve and authorize the Mayor to sign the amended Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Apartments Addition Redevelopment Project located on Lot 1, College Apartments Addition as of November 7, 2023 and to rescind all prior Redevelopment Agreements and Redevelopment Promissory Notes approved for said property.

Councilman Casey requested the applicant approach the podium as he has some questions.

Councilman Casey questioned who or what is Elevate Lofts LLC.

Mr. Andrew Panebianco, 1910 South 44th Street, stated Elevate Lofts LLC, consist of himself and one other individual. Elevate Lofts LLC will partner with Manzitto Construction for the actual construction piece of the project.

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

Councilman Casey questioned Mr. Panebianco on how he can make the Council feel good, to vote yes on the amended Redevelopment Agreement, when the LLC has had failures on clean up of the property, to pay fine, pay taxes on time, and keep the LLC legitimate with the state.

Mr. Panebianco explained there were some typography and drainage challenges with the property. He explained the notices were sent to the management office and they did not end up on his desk. There have been changes made internally to ensure if there are notices received, they need to be placed on his desk immediately, so they are addressed and resolved.

Councilman Burns requested clarifications on what was amended in the Redevelopment Agreement.

Ms. Aimee Bataillon, City Attorney, explained the key change in the amendment to the Redevelopment Agreement, is to extend the construction deadline from January 1, 2024 to January 1, 2027. She noted there are some minor changes to clean up the consistency in the original agreement.

Councilman Burns requested clarification if the LLC is in good standing. Ms. Bataillon replied that the LLC had been administratively dissolved and has been reenacted to continue as an LLC.

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

Approve and authorize the Mayor to sign the Addendum to the Amended and Restated Subdivision Agreement for Ashford Hollow North Replat Two, SID No. 238. (Planning Director)

Motion was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the Addendum to the Amended and Restated Subdivision Agreement for Ashford Hollow North Replat Two, SID No. 238. 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 authorize the City Attorney to initiate eminent domain proceedings on certain land located on Lot 5, Helwig's Acres, located in the City of Bellevue, Sarpy County, Nebraska for the specific purposes of a temporary easement and/or land acquisition for public right-of-way. (Public Works Director/Legal Department)

Motion was made by Welch, seconded by McCaw, to authorize the City Attorney to initiate eminent domain proceedings on certain land located on Lot 5, Helwig's Acres, located in the City of Bellevue, Sarpy County, Nebraska for the specific purposes of a temporary easement and/or land acquisition for public right-of-way.

Councilman Burns requested clarification on the process of eminent domain and attempt at negotiations with the owner.

Ms. Bataillon explained if the request for eminent domain is approved tonight, the City Attorney's office will initiate proceedings in court by filing a petition. The petition would ask the court to allow the city to take the property for the value identified on the cover sheet for fair market value. The owner would have an opportunity to respond to the city's petition.

Mr. John Krager, Manager of Engineering Services Public Works Department, explained the city hired an outside firm to attempt to purchase this property from the owner. There were thirteen attempts to contact the owner. The owner has refused to sign. The next step in the process is to take the property by eminent domain.

Councilman Burns requested clarification if the home faces 36th Street. Mr. Krager explained the layout of the property, along with the temporary and permanent easement lines. Discussion followed.

Councilman Cook commented the lots are large size. The city will only be taking ownership of ten feet.

Mayor Hike mentioned there are typically two to three appraisals on what the land is worth.

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 Creative Sites, LLC for new Playground Equipment & Shelter for Everett Park and new shelter for Swanson Park, in an amount not to exceed \$207,169.00 plus potential city-initiated Change Orders of 10% (\$20,716.90) for a total project cost of \$227,885.90. (Public Works Director)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the agreement with Creative Sites, LLC for new Playground Equipment & Shelter for Everett Park and new shelter for Swanson Park, in an amount not to exceed \$207,169.00 plus potential city-initiated Change Orders of 10% (\$20,716.90) for a total project cost of \$227,885.90.

MINUTE RECORD

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

Councilman Preister questioned why the projects are being done now. Mr. Jim Ristow, City Administrator, explained there are some safety issues, equipment wears out, or expansion of the park due to higher volume. Discussion followed.

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 Amendment No. 1 to the JEO Consulting Group Inc. Agreement for engineering consulting services, in an amount not to exceed \$27,000.00. (Public Works Director)

Motion was made by Casey, seconded by Cook, to approve and authorize the Mayor to sign Amendment No. 1 to the JEO Consulting Group Inc. Agreement for engineering consulting services, in an amount not to exceed \$27,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign Amendment No. 1 to the Agreement with Alfred Benesch & Company for Professional Services pertaining to Streetscaping Mission Ave. - Washington to Hancock, in an amount not to exceed \$619,411.00. (Public Works Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign Amendment No. 1 to the Agreement with Alfred Benesch & Company for Professional Services pertaining to Streetscaping Mission Ave. - Washington to Hancock, in an amount not to exceed \$619,411.00.

Councilman Burns questioned if the timeline for the streetscape is still set for April. Mr. Ristow replied yes.

Councilman Burns questioned if a plan will be presented to the Council at that time. Mr. Ristow advised a complete plan will be presented. He explained the plan is in conjunction with the development on the north side of the street. The construction of the streetscape and sewer won't be started until the design of the development is reviewed. These will be done simultaneously.

Councilman Preister mentioned two public meetings are to be held. He questioned who will be invited and how will the public be informed of the meetings. Mr. Ristow advised the consultant will work with the city on holding the public meetings. They will be done before the item comes before the City Council. Conversation ensued.

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 Mayor to sign the Lease Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the lease of 1003 Lincoln Road, in the amount of \$1/month. (Library Director/Legal Department)

Motion was made by Casey, seconded by Welch, to approve and authorize the Mayor to sign the Lease Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the lease of 1003 Lincoln Road, in the amount of \$1/month. 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 (November report is attached to this Council packet).

Councilman Preister questioned the meetings with Council Members. Mr. Ristow explained the meetings were with Council Members regarding items in their wards.

Councilman Burns clarified the MUD project meeting was regarding Highway 34 Corridor. Mr. Ristow replied yes. Councilman Burns requested an update on the meeting. Mr. Harrison Johnson, Community Development Director, explained two applications for funding have been received. Conversation ensued.

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Welch, seconded by Preister, the meeting was adjourned at 7:08 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.

MINUTE RECORD

Bellevue City Council Meeting, December 5, 2023, Page 6

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on December 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



October 10, 2023. Tree Board meeting minutes

Attendance: Joanne Langabee, Don Preister, Tom Mruz, Deborah Woracek, Nancy Scott attended in person; Scott Evans and Craig Kimball were excused.

Jo reminded us to turn in volunteer time and mileage to Deborah. Deborah passed around a hard copy of the hours she had at the time of the meeting.

It was moved and seconded by Nancy Scott and Tom Mruz to approve the minutes of the September 12, 2023, meeting. All present approved. Don will be asked for his approval when he arrives. The meeting started before he arrived because Jim Shada needed to leave early. Don also approved the previous month's minutes. **Deborah will email a copy of the minutes to the City of Bellevue to file in the records.**

Park Report: Jim complimented the Tree Board for the work we do for the city. He appreciates our efforts. He also stated that he had Parks staff assess the conditions of the trees in all the parks. The park's staff have not started cutting down damaged or dead trees currently. This will be completed during the winter season. Jo mentioned that Black Hawk Park has some that need to come down. After discussion, it was decided that **Jo would send her assessments, that were made during inventory, to Jim.** The City Parks Staff are starting to mulch the playground areas now. Jim reported that the trail at Faulkland had been renovated and that new concrete would also be added or renovated at Twin Ridge II and at College Heights. He asked board members to let him know of any trees that we see that need trimming, etc. while we are in the parks, Jim voiced concern about the flower beds at Everett Park. Jo reported that she had contacted Dr. Tyler Moore who oversaw the maintenance of the beds this summer. He said he was not pleased with their conditions. Nancy said she talked to him about them at the Green Bellevue Board meeting. She volunteered to take over their care since Tyler has resigned his position at Bellevue University and is moving to Lincoln. After a discussion it was decided that Nancy Scott will assess the beds and will give a report to Jim. The city may plow them under and plant turf grass. Tom asked Jim about needing more of the chemical to eradicate undesirable trees that sprout up by good trees. One gallon of Triclopyr has lasted approximately 6 years. Nancy also uses the same chemical on thistle. Jim will check for a chemical that does not kill the good trees.

Old Business

Mulching and planting: Don reported that on Oct. 7th he, Nancy, Tom, Jo, and 4 Sarpy County volunteers, mulched trees at Willow Springs Park. Craig Kimball donated the mulch. Later, Jo and a volunteer took extra mulch to the Baldwin Field trees to mulch them. Don and Nancy also took leftover mulch to Mason Park. Nancy then picked up more mulch to use there. Don, Nancy and others then spent the afternoon fencing in the previously planted flower beds at Mason. On September 30th, two memorial apple trees were planted in Mason Park, in memory of teachers, Mary Ann Krzemien and Della Lee. Both women had Family and Friends there to assist. Due to drought conditions, the only other trees planted this year were the two planted for Arbor Day, one at Avery Elementary and one at Forest Station Elementary School.

Bellevue 411 articles: Scott emailed before the meeting that he would not be able to attend today due to conflicts at work. Don suggested we send Scott ideas of article for him to write for B-411.

Winter Projects: Jo mentioned that some trees in Leawood Oaks still have wire around them that needs to be removed. Don noticed that on trees in other parks. We discussed getting rid of mulberry trees next year, where we can. Nancy reminded us that she has trimmed trees in some parks recently. **Jo will pass that information on to Jim Shada so the brush piles can be disposed of.** Ideally, these jobs would happen at the end of September or the first week of October. **Jo will send the list of parks that need care now.** She suggested that we individually check the parks on the list when we are by them, to complete those Park needs. Nancy and Deborah brought up that a good winter project would be to go over the parameters for the Tree City, USA Growth Award. It was noted at the Tree City, USA Award event that Bellevue did not report as many Growth Points as other towns did. We decided to meet at 1pm on 13 November, in Parks Offices, to collaborate on our growth points. Deborah said that this might be a good time to update the role descriptions for Tree Board officers as well as a general Board member. She passed out copies of the officer roles for each member to go over ahead of the meeting. **Deborah will bring a copy of the 2022 Year End Report to have at the meeting.** Don suggested that Deborah also bring a printout of the Tree Board Guidelines with monthly duties to help us with the Tree City USA report. **Deborah will also bring that document to the November 13th meeting.**

Monthly duties timeline: Deborah summarized the monthly duties for this part of the year and the Board has completed all the current tasks.

Candidates for Board members: Jo reminded the members that we need to think of general role requirements needed for a general member of the Tree Board. We will also update this at the November meeting.

Tree inventory: Jo reported the first inventory of all the parks is complete, however, she needs to update a few parks due to the drought, etc. She told the Board that most of the Ash trees do not look good, but no EAB has been reported to her. A few Ash trees look okay. A discussion followed about how often a DBH should be recorded as part of the inventory. Jo wants to extend the timeframe for the inventory to 4 or 5 years with maybe skipping recording the DBH for a year. Don and Nancy stressed that with our drought conditions it would be better to have a baseline DBH and to add it annually. Jo is constantly working on updating the inventory. She mentioned that it will be easier if the city can get their own copy of the Tree Plotter program. If the city gets its own copy Mark and Jo will be trained in using it to it's full capacity. Don thinks it was included in the budget that the City Council just passed! **Jo will check with Dave G. on the status of getting the Tree Plotter software to use.**

New Business: The Tree Board will meet on November 13, 2023 to help with the year end report and Tree City USA report.

There being no further business, Tom and Don moved and seconded that we adjourn the meeting. All present approved. Our next Tree Board meeting will be Dec. 12, 2023, at 9am.

Respectfully submitted,
Deborah L. Woracek, Secretary
Bellevue Tree Board

Tentative agenda for Dec. 12, 2023

Attendance

Volunteer Hours

Approve Minutes of the Oct. 10, 2023 minutes

Park Report – Jim

Old Business

Report from Nov.13 brainstorm session - Jo

Bellevue 411 – articles

Winter Projects

Review Tree Board Role Descriptions

New Board Members

List of reasons to plant or replace trees

BWHS tree line clearing

New Business

Phone call with Graham:

1. Possibility of two (2) workshops run by Tree Board
2. I-Tree compatibility with Tree Plotter

Annual Report additions/deletions

Tree City USA

Tree inventory

Tree festival/event

MINUTE RECORD

*6.
12/19/2023

CLAIMS FOR DECEMBER 19, 2023

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MAYOR

AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	46.37
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	13.01
		\$ 59.38

CITY ADMINISTRATOR

AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	92.74
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE-2023/10/20-2023/11/19	202.15
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	25.17
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	2,844.42
IDEAL PURE WATER COMPANY	BOTTLED WATER	66.40
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	28.42
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	56.25
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2023	202.10
		\$ 3,608.37

LEGAL

AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	92.74
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	25.60
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	2,032.26
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	31.40
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	55.19
		\$ 2,297.67

CABLE ADVISORY

AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	46.37
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	8.67
COX BUSINESS SERVICES	2023/11/19-12/18 MONTHLY SERVICE	9.04
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	4,077.78
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	25.75
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	34.29
		\$ 4,262.38

CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	103.49
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	13.01
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	2,032.26
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	24.96
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	33.81
		\$ 2,268.01

FINANCE/RISK MANAGEMENT

AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	92.74
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE-2023/10/20-2023/11/19	188.50
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	63.04
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	5,225.88
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
QUADIENT FINANCE USA, INC	POSTAGE REFILL	2,000.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	211.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	83.84
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	135.98
		\$ 8,031.66

MINUTE RECORD

CLAIMS FOR DECEMBER 19, 2023

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LIBRARY

AMERICAN CHAMBER OF COMMERCE	NEB HUMAN RESOURCES LIBRARY	270.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	453.24
CENGAGE LEARNING, INC	BOOKS	21.59
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	43.37
CITY OF BELLEVUE-PETTY CASH	KITCHEN SUPPLIES-WALMART, FARRELL	56.70
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	8,306.41
ENVISIONWARE, INC	SUBSCRIPTION 2024/01/01-2024/12/31	655.99
INGRAM LIBRARY SERVICES	BOOKS	2,659.15
LIBRARY IDEAS	VOX BOOKS	349.04
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	1,462.32
QUADIENT LEASING USA, INC	POSTAGE METER LEASE	282.33
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	84.62
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	111.62
RUFF WATERS	AQUARIUM MANAGEMENT	75.00
SCOTT WELCH	MONTHLY WEB HOSTING-DECEMBER 2023	125.00
VERIZON WIRELESS	2023/11/17-12/16 MONTHLY SERVICE	340.74
		<hr/>
		\$ 15,539.04

ADMINISTRATIVE SERVICES

ASHLEY DECKER	PRIZES FOR HOLIDAY PARTY-PAID BY DONATION:	221.07
AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	139.11
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	60.61
EDDIE'S CATERING	CITY HOLIDAY LUNCHEON	5,000.00
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	12,461.60
IDEAL PURE WATER COMPANY	BOTTLED WATER	50.50
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
OMAHA PUBLIC POWER DISTRICT	2023/10/20-11/20 MONTHLY SERVICE	234.80
ONE SOURCE	BACKGROUND CHECKS	68.50
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	94.69
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	124.69
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2023	2,660.39
		<hr/>
		\$ 21,387.88

CODE ENFORCEMENT

AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	432.05
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	25.49
EDWIN FOREMAN	REFUND COBRA PAYMENT	888.44
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	9,379.75
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	211.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	71.12
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	92.25
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2023	987.46
		<hr/>
		\$ 12,088.24

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-210414 MS4 ANNUAL REPORTS	4,104.50
	2023/10/23-2023/11/19	
ALFRED BENESCH & COMPANY	BPW-220814 FIBER OPTIC INSTALL	10,476.92
	2023/10/23-2023/11/19	
AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	345.64
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	52.04

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CLAIMS FOR DECEMBER 19, 2023

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PUBLIC WORKS (cont'd)

EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	5,612.75
JEO CONSULTING GROUP, INC	BPW-230510 ASSIST PCSMP IN PERMIX THRU 2023/11/24	1,455.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	169.36
ONE CALL CONCEPTS	LOCATES	618.14
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	181.44
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	78.50
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	117.39
THE HOME CO	REFUND 80% OF PROJECT CANCELLATION	21,600.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2023	164.93
		<u>\$ 44,976.61</u>

PARKS

AKRS EQUIPMENT SOLUTIONS, INC	CORE AERATOR FOR VENTRAC	5,000.00
A-RELIEF SERVICES	PORTABLE RESTROOMS	725.00
AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	86.41
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	21.59
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	39.03
CROW LAWN CARE LLC	CODE CLEAN UP	850.00
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	9,290.40
HDR ENGINEERING, INC	BPW-211123 WW COLL SYS 2023/11/05- 20023/12/02	1,175.73
HUGHES TREE SERVICE	TREE REMOVAL-WILLOW SPRING PARK	7,500.00
OMAHA PUBLIC POWER DISTRICT	2023/09/29-10/31 MONTHLY SERVICE	2,821.47
PRECISE MRM LLC	FLAT DATA PLAN	312.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	332.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	99.22
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	124.22
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2023	3,296.25
		<u>\$ 31,673.96</u>

RECREATION

AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	92.74
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	54.79
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	2,660.65
LESLIE JAIME	REFUND PARTY DEPOSIT	425.00
MIDWEST IMPRESSIONS	VOLLEYBALL SHIRTS	358.20
OMAHA PUBLIC POWER DISTRICT	2023/10/20-11/20 MONTHLY SERVICE	202.85
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	27.63
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	39.45
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2023	386.24
		<u>\$ 4,308.03</u>

FACILITY MAINTENANCE

ADVANCED CARPET & AIR DUCT CLEANING	CARPET CLEANING-LIBRARY	225.00
AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	139.11
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	4.34
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	11,519.69
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BLDGS	186.96
MMC MECHANICAL CONTRACTORS, INC	UNIT DOWN-HALLWAY-1510 WALL ST	3,636.35
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	1,246.62
OVERHEAD DOOR CO OF OMAHA	CLAMPED SPRING, LUBE, LABOR-STREETS	943.00

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CLAIMS FOR DECEMBER 19, 2023

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FACILITY MAINTENANCE (cont'd)

RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	272.16
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	85.09
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	104.64
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	1,462.81
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	529.98
TRICO MECHANICAL SERVICES	IGNITION MODULE-FLEET	601.27
TRISTAR	WORK COMP CLAIMS OCTOBER 2023	750.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2023	432.98
		<u>\$ 22,140.00</u>

CEMETERY

AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	46.37
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	4.34
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	2,826.08
OMAHA PUBLIC POWER DISTRICT	2023/10/20-11/20 MONTHLY SERVICE	583.02
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	28.26
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	34.96
		<u>\$ 3,613.75</u>

STREETS

3M COMPANY	ELECTROCUT FILM, BLACK	547.50
ALFRED BENESCH & COMPANY	BPW-230104 OVERLAY PROJECTS 2023/10/23-2023/11/19	20,535.75
ALFRED BENESCH & COMPANY	BPW-230102 CONCRETE PROJECTS 2023/10/23-2023/11/19	18,413.00
ASP ENTERPRISES, INC	EROSION STRAW BLANKET, STAPLES	750.00
AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	231.85
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	143.45
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	39.03
DAY ELECTRIC SERVICE, INC	INSTALL SWITCH BREAKER FOR TRAFFIC LIGHT	1,276.84
EARNEST CONSTRUCTION GROUP, INC	BPW-230102 CONCRETE PROJECTS THRU 2023/12/02	80,216.80
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	44,218.41
METROPOLITAN COMMUNITY COLLEGE	TUITION-T GILBERT	3,920.00
NEWMAN SIGNS INC	STREET SIGNS, TRAFFIC SIGNS	23,100.96
OLSSON ASSOCIATES	BPW-220712 36TH & BLINE ADA MOD THRU 2023/11/04	1,234.03
OMAHA PUBLIC POWER DISTRICT	2023/09/29-10/31 MONTHLY SERVICE AND STREET LIGHTING	98,921.81
OMNI ENGINEERING	ASPHALT	1,843.55
PRECISE MRM LLC	FLAP DATA PLAN	1,825.00
READY MIXED CONCRETE COMPANY	CONCRETE	4,015.16
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	1,018.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	290.92
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	377.15
TRISTAR	WORK COMP CLAIMS OCTOBER 2023	492.69
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2023	6,443.81
		<u>\$ 309,856.19</u>

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CLAIMS FOR DECEMBER 19, 2023

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FLEET MAINTENANCE

911 CUSTOM, LLC	SYNC MODULE, MOUNT PLATFORM, LIGHTS, LIGHT BARS	19,265.06
ALLIED OIL & SUPPLY COMPANY	OIL	892.82
AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	46.37
AUTO VALUE PARTS - SOUTH OMAHA	DISC BRAKE PADS, HACKSAW BLADES, PARTS	72.76
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	157.33
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE-2023/10/20-2023/11/19	95.67
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	30.36
DANKO EMERGENCY EQUIPMENT	BALL VALVE KIT	138.74
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	20,108.16
FACTORY MOTOR PARTS CO	VALVE	58.55
GALVIN GLASS	REPLACE WINDSHIELD-ST116	339.38
GRAINGER	CONNECTORS, CIRCCUIT BREAKERS, CIGARETTE RECEPTACLES	369.67
INDOFF, INC	OFFICE SUPPLIES	657.24
NAPA AUTO PARTS	FILTERS, TRAILER WIRE, EXTRACTOR, VALVE, LAMPS, FAUCET, V-BELT	638.62
NEBRASKA IOWA INDUSTRIAL FASTENERS	NUTS, CONNECTORS, GLOVES	216.77
OMAHA PUBLIC POWER DISTRICT	2023/10/23-11/21 MONTHLY SERVICE	912.20
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	483.84
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	168.30
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	219.32
RIVER CITY LANDSCAPING RECYCLING	TIRE DISPOSAL FEE	492.00
TOYNE, INC	CABLE WITH S HOOKS	101.64
TURFWERKS	CREDIT-WHEEL BOLT	(68.44)
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2023	691.60
WALKERS UNIFORM RENTAL	UNIFORM CLEANING, FENDER COVERS	479.76
		\$ 46,567.72

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLE	548.88
WASTE CONNECTIONS OF NEBRASKA	SOILED DIRT HAUL OFF	1,358.97
		\$ 1,907.85

PLANNING

AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	46.37
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	72.63
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	13.01
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	2,832.71
OLSSON ASSOCIATES	PROF SERVICES-TRANSPORTATION PLAN THRU 2023/11/04	3,463.12
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	37.05
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	51.99
SUBURBAN NEWSPAPERS	LEGAL AD	85.27
THE HOME CO	REFUND 80% OF PROJECT CANCELLATION	14,068.80
		\$ 20,761.67

PERMITS & INSPECTIONS

AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	278.22
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	21.68
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	13,297.47
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	79.44
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	107.47
THE HOME CO	REFUND 80% OF PROJECT CANCELLATION	31,041.28
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2023	1,020.46
		\$ 46,087.94

MINUTE RECORD

CLAIMS FOR DECEMBER 19, 2023

PAGE 6

POLICE

AMAZON WEB SERVICES, INC	AMAZON WEB SERVICES-NOV 2023	444.56
AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	6,016.73
AVERY L LOSCHEN	RENT FOR K9 UNIT-JANUARY 2024	1,300.00
BENEFIT PLANS	POLICE PENSION PLAN-DEC 2023 MD, JG, MG	8,817.56
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	421.51
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	371.59
CITY OF BELLEVUE-PETTY CASH	REIMB FINANCE PETTY CASH -VARIOUS ITEMS	332.90
CLYDE ARMORY	CHRONOGRAPH FOR BALLISTIC VELOCITY	484.00
COMPLETE TACTICAL CONSULTANTS	MEMBERSHIP FEE 2024 /01/01-2025	1,499.50
COX BUSINESS SERVICES	2023/12/02-2024/01/01 MONTHLY SERVICE	285.00
CULLIGAN OF OMAHA	BOTTLED WATER 2023/12/01-12/31	947.20
DINA'S TAILOR SHOP	MODIFY TARPS FOR RANGE SHELTER	60.00
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	150,262.01
ENTERPRISE FM TRUST	DEA VEHICLE LEASE - NOV 2023	557.32
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGE	23.24
GREAT PLAINS UNIFORMS	BALLISTIC VESTS, CARRIERS, NAME PLATES, PATCHES	3,085.46
HITOUCH BUSINESS SERVICES	COPY PAPER	840.00
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	60.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	158.63
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	268.89
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	40.70
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	4,034.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	1,016.26
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	2,311.08
ROGER'S TOWING	TOW CHARGE	100.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	LRS SERVICES-OCT/DEC 2023	16,229.99
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	LRMS SERVICES-OCT/DEC 2023	1,137.11
TRISTAR	WORK COMP CLAIMS OCTOBER 2023	24,145.53
U.S. CELLULAR	2023/11/04-12/03 MONTHLY SERVICE	177.52
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2023	19,570.59
VERIZON WIRELESS	2023/10/24-11/23 MONTHLY SERVICE	862.16
ZOMBIE TACTICAL	MAGPUL MAGAZINE	825.00
		\$ 246,686.04

FIRE & RESCUE

ANDERSON FORD	2023 FORD F150 TRUCK	54,170.00
AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	1,953.72
CENTURY LINK	2023/11/22-12/21 MONTHLY SERVICE	110.53
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	104,075.88
NORTH CENTRAL EMERGENCY VEHICLES	2022 BRAUN FORD F-550 CHASSIS	267,653.00
OMAHA PUBLIC POWER DISTRICT	2023/09/29-10/31 MONTHLY SERVICE	5,804.48
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	2,721.60
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	761.61
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	1,352.22
TRISTAR	WORK COMP CLAIMS OCTOBER 2023	959.23
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2023	10,062.22
		\$ 449,624.49

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2023/10/20-11/19 MONTHLY SERVICE	315.58
HEARTLAND MARKETING & ABBY HIGHLAND	SOCIAL MEDIA MANAGEMENT	2,400.00
KISSEL, KOHOUT, ES ASSOCIATES, LLC	CDBG CONSULTANT EXPENSES	1,375.00
SARPY COUNTY COURT HOUSE	UNITED CITIES LEGISLATIVE SERVICES	10,500.91
TRAVELERS CL REMITTANCE CENTER	ANIMAL CONTROL-JANUARY 2024	17,231.00
	COMMERCIAL PROPERTY PKG 2023/10/01- 2024/10/01	37,438.00
		\$ 69,260.49

MINUTE RECORD

CLAIMS FOR DECEMBER 19, 2023

PAGE 7

INFORMATION TECHNOLOGY

SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING SERVICES-OCT/DEC 2023	29,203.25
		\$ 29,203.25

2206 LONGO DR-NEW LIBRARY

C&E INDUSTRIES	MONTHLY CLEANING-COMMON AREA	995.00
C&E INDUSTRIES	VA CLINIC & EMERGENCY CLEANUP FROM RESTROOM FLOOD	3,531.10
CENTURY LINK	2023/11/4-12/3 SERVICE	147.91
COX BUSINESS SERVICES	2023/10/27-11/26 SERVICE	126.82
CZECH SPECIALTIES, LLC	CLEAN UP SHOP	475.00
CZECH SPECIALTIES, LLC	LEASEHOLD IMROV-REMOVE CARPET INSTALL LVP-BELL FAMILY	27,750.00
JIFFY/LEVENSPPN'S SUPPLY	SUPPLIES	440.65
LEO A DALY COMPANY	BPW-210311 PROF SERVICES-LIBRARY THRU 2023/11/10	6,935.28
METROPOLITAN UTILITIES DIST	2023/10/4-11/1 SERVICE	78.83
METROPOLITAN UTILITIES DIST	2023/10/4-11/1 SERVICE	633.83
MMC MECHANICAL CONTRACTORS, INC	QUARTERLY PREVENTATIVE MAINTENANCE SERVICE	3,144.73
OMAHA PUBLIC POWER DISTRICT	2023/09/20-10/23 SERVICE	5,770.52
PAPILLION SANITATION	2023/11/1-30 SERVICE	332.68
PRESTO-X	PEST CONTROL 10.18	115.56
ROGGE GENERAL CONTRACTORS, INC	BPW-210311 LIBRARY RENOVATION THRU 2023/11/30	408,469.50
SELDIN LLC	LIGHTS OUT IN LAB BATHROOM IN VA	339.73
SELDIN LLC	MAINT. ROOM, LOWER FLAG, REPLACED LIGHTS & BULBS, CONTRACTOR	3,077.75
SELDIN LLC	MANAGEMENT FEES	1,450.00
STERICYCLE	2023/11/1-30 TRASH REMOVAL	172.24
THIELE GEOTECH	BPW-210311 MATERIAL TESTING-LIBRARY THRU 2023/11/24	940.00
WATERLINK INC	MONTHLY WATER TREATMENT SERVICE-NOV	431.63
		\$ 465,358.76

WASTEWATER

ANDERSON FORD OF LINCOLN	2023 FORD TRANSIT 350 UTILITY VAN	55,904.00
AT&T MOBILITY	2023/10/22-11/21 MONTHLY SERVICE	1,362.47
CENTURY LINK	2023/10/22-11/21 MONTHLY SERVICE	777.29
ELLIOTT EQUIPMENT CO	LEADER HOSE, GASKETS	1,606.29
EMBRIS GROUP LLC	BPW-201109 SO LIFT STATION 2023/11/01-2023/11/30	555.00
EMBRIS GROUP LLC	BPW-230307 BLUFF ST STATION THRU 2023/11/30	1,877.30
EMPLOYEES BENEFITS SYSTEM	HEALTH INSURANCE-NOV 2023	15,563.18
OMAHA PUBLIC POWER DISTRICT	2023/10/11-11/09 MONTHLY SERVICE	2,868.98
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	534.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE - OCT 2023	127.48
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE - OCT 2023	166.02
THE HOME CO	REFUND 80% OF PROJECT CANCELLATION	12,960.00
TRISTAR	WORK COMP CLAIMS OCTOBER 2023	18.11
UNITED RENTALS (NORTH AMERICA), INC	EXCAVATION TRAINING	840.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - NOV 2023	3,278.95
		\$ 98,439.71

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2023/11/27 MONTHLY SERVICE	100.19
		\$ 100.19

MINUTE RECORD

CLAIMS FOR DECEMBER 19, 2023

PAGE 8

COMMUNITY DEVELOPMENT

ABBY HIGHLAND

SUBURBAN NEWSPAPERS

SWITCHGEAR ENTERTAINMENT, LLC

CDBG CONSULTANT EXPENSES

LEGAL AD

BOWLING ALLEY EXPENSES

5,186.39

159.44

47,541.00

\$ 52,886.83

FEDERAL FORFEITURES

VERIZON WIRELESS

2023/10/22-11/21 MONTHLY SERVICE

536.13

\$ 536.13

TOTAL CLAIMS FOR DECEMBER 19, 2023

\$ 2,013,532.24

TOTAL PAYROLL FOR DECEMBER 8, 2023

\$ 1,664,256.48

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/19/2023		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the appointment of Clare Severn and reappointment of Rosemary White to the CDBG Committee.

SYNOPSIS/BACKGROUND:

Each Council Member recommends an appointee to fill a position on the CDBG Committee, and two appointment terms expired in February 2024. Clare Severn has been nominated for appointment by Councilman Cook, and Rosemary White has been nominated for reappointment by Councilwoman Welch. The CDBG Committee was created to assist the CDBG Program Specialist with the annual application process by reviewing applications, hearing presentations, and preparing a funding recommendation for the annual CDBG entitlement funding allocation. The Committee presents the funding recommendations to the City Council for their consideration.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the appointment of Clare Severn and the reappointment of Rosemary White to the CDBG Committee for a three-year term.

ATTACHMENTS:

1. <input type="text" value="Severn Appointment Form"/>	2. <input type="text" value="White Appointment Form"/>	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: _____

Amber Boynton

Sammy R...



We Influence The World!

City of Bellevue
Community Development Block Grant

1500 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3000

CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

Contact Information

Name: Clare Severn

Street Address: 3401 Leawood Dr

City, St, Zip: Bellevue, NE 68123 Phone: 402-619-0786

E-mail: claresevern@gmail.com

Best way to contact member: Phone E-mail Postal Mail

Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that will assist with their service on the CDBG Committee.

I have lived in Bellevue for most of my adult life. I enjoy living in Bellevue and raising my family here. I have two children who currently attend a Bellevue Public Elementary school and my two bonus children are graduates of Bellevue West. I work at Sarpy County Emergency Communications Center and my husband is employed by Bellevue Police Department. I believe this demonstrates that we are invested in the city of Bellevue and care about the people who live and work in our community.

I am President of the Friends of the Bellevue Public Library and currently assisting with the new library fundraising committee. I am treasurer of Nebraska APCO & NENA which is the state chapter for two organizations for 911 professionals in the US. I have assisted with planning our annual conference, by being co-chair of the educational committee, for the past 5 years.

I have an Associate's degree in Criminal Justice from Metro Community College. As of Friday December 15, 2023 I will have a Bachelor's degree in Multidisciplinary studies from UNO. December of 2021, I obtained by certification as a Certified Public Manager.

Submitted by: Clare Severn Date: 12/12/2023





City of Bellevue

Finance Department

1509 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3000

CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

Contact Information

Name: Rosemary White

Street Address: 3405 Leawood Dr

City, St, Zip: Bellevue NE 68123

Home Phone: 402-293-6144 Other Phone: 402-672-2961 (cell)

E-mail: RWhite6144@gmail.com

Best way to contact appointment: Phone E-mail Postal Mail

Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that might assist while serving on the CDBG Committee.

- Active Member of the Bellevue Community for nearly five decades. Currently involved with Bellevue Together, Moving Vets Forward and activities supported by Life Spring Church.
 - Recently retired with more than four decades experience in public and government affairs.
 - Served six years on the Serve Nebraska Commission in a governor appointed position.
- Submitted by: Kathy Welch *per email and phone call Date: 2/3/21





*8b.
12/19/2023

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

MEMO

To: Council President Paul Cook and Councilmember's
From: Mayor Rusty Hike
Subject: Appointment to the Tree Board Committee
Date: December 14th, 2023

Please consider the following for appointment to the Tree Board Committee

Robert Clatterbuck
Red Hawk Tree Service
309 Industrial Dr
Bellevue, NE 68005
402-651-8826

He will serve until April 2026.

Sent: Wednesday, December 13, 2023 10:11 PM

To: Don Preister <Don.Preister@bellevue.net>

Subject: [EXT] Qualifications for BTB

12-13-23

To Whom It May Concern:

Bellevue East High School class of 1991.

University of Nebraska-Lincoln 1991-1995

Nebraska Arborist School 2011

Nebraska Certified Arborist 2011 -present

ISA Member 2011 - present

TCIA Member 2015

President of RedHawk Tree Service
2011 - present

Tree Risk Assessment Qualified 2015 -present

<IMG_1500.jpg>

<IMG_1501.jpg>

<IMG_1498.jpg>

9a.
12/19/2023

*all
JL*



City of Bellevue
Office of the City Administrator
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 292-3023

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please list your name and contact information and the topic. The matter will be reviewed and forwarded to the city staff for appropriate action or scheduled for a future meeting of the City Council, as may be necessary. You will be notified of any staff recommendation or action take on your request or when the matter will be presented to the City Council for consideration.

Name: Judith Mansidor

Address: 13804 Tregaron Drive

Telephone Number: 402 541-8074 Email Address: judyrizzo@yahoo.com

Date Submitted: December 4, 2023 Date of Requested City Council Meeting: December 19th

Description of Requested Topic:

- ① Update on Nebraska Safe Haven Law amendment
 - Senators contacted
 - model language
- ② Update on actual Safe Haven surrenders in Nebraska
 - surrender at OFD21 (Oct)
 - newborn murder in Gordon, NE (Nov)
 - both demonstrate the necessity of these devices in our community
- ③ Announce Bellevue Community Baby Shower ^{Jan 6th} open to all residents - benefits EPS (Essential Pregnancy Services, nonprofit serving ~~at~~ families in Omaha area experiencing unexpected or under supported pregnancies)

For Office Use Only:

Date of City Council Meeting: 12/19/2023 Applicant Contacted: 12/12/2023

RECEIVED
DEC 06 2023
CITY CLERK



Comprehensive Safe Haven Plan

Get ready City of Bellevue to provide
a key component!

Comprehensive Safe Haven Components

Legislation -State Level

Funding – State/City

Awareness -State/City

Hotline -State

Resources -State/City/Local

Newborn safety device or “baby box” - *CITY OF BELLEVUE*

Bill to be introduced this session

Includes the following components:

- 1. Legislation allowing for anonymous surrender in a newborn safety device**
- 2. Initial funding for awareness campaign, funding for consecutive years (conditions apply)**
- 3. Increase in age of infant covered by safe haven law**

Newborn infant safety device a.k.a. “baby box”

Is a NECESSARY COMPONENT, currently absent from the Nebraska Safe Have Law.

Once legislation is in place, Bellevue has a great opportunity to be the *first city to deploy this LIFE-SAVING device.*

On behalf of all vulnerable mothers and their infants, *I am asking the City of Bellevue to start the process, set aside funds to install a baby box as soon as legislation is passed.*

Successful Surrender

October 7, 2023: Infant boy surrendered in a cardboard box to Omaha Fire Station 21. Infant was healthy, Mom not charged



Abbie Petersen [f](#) [t](#) [✉](#)

Reporter



Newborn safety device funds needed

Estimate to install a newborn safety device at a fire station:

\$15,000

Maintenance costs: annual alarm monitoring \$400

Estimated funds needed to install a newborn safety device at a hospital ER:

\$5,000-\$7,000

Bellevue Magi Baby Shower: free to all!

January 6th from 1pm to 5pm

Knights Event Center 1020 Lincoln Road

Live music, cake, hot chocolate

**Bring donations of baby items and funds go to Essential
Pregnancy Services (EPS)**

EPS

EPS Exists to provide life affirming holistic support to women experiencing unexpected or under-supported pregnancies

Free services include: pregnancy confirmation, life services during pregnancy through 18 months postpartum

Reopening in Bellevue in January after renovations are complete with increased hours

9b.
12/19/2023



City of Bellevue
Office of the City Administrator
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 292-3023

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please list your name and contact information and the topic. The matter will be reviewed and forwarded to the city staff for appropriate action or scheduled for a future meeting of the City Council, as may be necessary. You will be notified of any staff recommendation or action take on your request or when the matter will be presented to the City Council for consideration.

Name: STEVEN KUCIRAK

Address: 5211 HEARTLAND DR

Telephone Number: 757-771-7762 Email Address: STEVENMKUCIRAKJR@YAHOO.COM

Date Submitted: 12/14 Date of Requested City Council Meeting: 12/19

Description of Requested Topic:

OPPORTUNITY TO THANK CITY COUNCIL
CITY OF BELLEVUE FOR CDBG GRANT
FOR USE TOWARDS BOWLING ALLEY.
ALSO, 2-3 MINUTES TO SHARE
'BEFORE' & 'AFTER' PHOTOS.

Shoy

For Office Use Only:

Date of City Council Meeting: 12/19/23 Applicant Contacted: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/19/2023		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:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Pyong Hwangpo dba "Mison's Oriental Food Mart" located at 1414 Harlan Drive, Bellevue, NE 68005 and Pyong Hwangpo as Manager.

SYNOPSIS/BACKGROUND:

New application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Pyong Hwangpo dba "Mison's Oriental Food Mart" located at 1414 Harlan Drive, Bellevue, NE 68005 and for Pyong Hwangpo as Manager. Applications are received directly by the Nebraska Liquor Control Commission (NLCC) from the applicant. The NLCC forwards the application to the City Clerk's Office. The Clerk publishes a hearing notice and routes the application for review by the Police and Planning Department. The application is then reviewed by the City Council for their recommendation to the NLCC. The City Clerk forwards the City Council's recommendation to the NLCC for final approval (if there are no issues).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

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

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Pyong Hwangpo dba "Mison's Oriental Food Mart" located at 1414 Harlan Drive, Bellevue, NE 68005 and Pyong Hwangpo as Manager.

ATTACHMENTS:

1. Application	2. Police, Planning & Clerk Reports	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures in blue ink over signature lines]

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: December 19, 2023 Due to City Clerk: December 7, 2023

Applicant: Pyoung Hwangpo dba Mison's Oriental Food Mart

Location/Address: 1414 Harlan Drive, Bellevue, NE 68005

Requested Action:

Recommend approval of an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Pyoung Hwangpo dba "Mison's Oriental Food Mart" located at 1414 Harlan Drive Bellevue, NE 68005 and Pyoung Hwangpo as Manager.

Individuals to be Checked:

<u>Name & Address</u>	<u>DOB</u>
1. <u>Pyoung Hwangpo 819 Wedgewood Ct Plattsmouth, NE 68048</u>	_____
2. _____	_____

Comments:

No comments or concerns from Police.

Signature of Reviewer: *Cpt. K. Stander #171*

Date: *11-20-23*

**LIQUOR LICENSE APPLICATION REPORT
CITY OF BELLEVUE
PLANNING DEPARTMENT**

DATE OF CITY COUNCIL PUBLIC HEARING: 12/19/2023

DATE REPORT DUE TO CITY CLERK: 12/6/2023

APPLICANT: Pyoung Hwangpo dba Mison's Oriental Food Mart

ADDRESS: 1414 Harlan Drive Bellevue, NE 68005-3649

REQUESTED ACTION:

Recommend approval of an application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Pyoung Hwangpo dba "Mison's Oriental Food Mart" located at 1414 Harlan Drive Bellevue, NE 68005 and Pyoung Hwangpo as Manager.

BACKGROUND:

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

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

EXISTING ZONING: BG (General Business District)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Oriental Food Mart

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

ADJACENT LAND USE AND ZONING:

NORTH: City of Bellevue City offices, Fast Food Restaurant (across Wall St) - BG (General Business)

SOUTH: Fast Food Restaurants, BG (General Business)

EAST: Fitness Center, BG (General Business)

WEST: Grocery,supermarket, BG (General Business)

DISTANCE FROM SCHOOL (if applicable): N/A

DISTANCE FROM COLLEGE (if applicable): N/A

DISTANCE FROM CHURCH (if applicable): N/A

IMMEDIATE NEIGHBORHOOD/AREA LAND USES:

Mison's Oriental Food Market is located in a strip mall with No Frills Grocery market west, Taco Johns fast food restaurant and Jimmy John's sandwich shop south, and City of Bellevue Offices as well as McDonald's are located to the north across Wall Street.

NUMBER OF PARKING SPACES REQUIRED: N/A PROVIDED: N/A

ANALYSIS OF NEIGHBORHOOD EFFECTS: _____

TRAFFIC: There is no traffic impact expected.

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

PEDESTRIAN: There is no pedestrian impact expected.

NOISE: There is no noise impact expected.

LIGHTING: There is no lighting impact expected.

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

LIQUOR LICENSE APPLICATION REPORT

City Clerk

Applicant: Pyoung Hwango dba Mison's Oriental Food Mart

Location/Address: 1414 Harlan Drive City: Bellevue State: NE Zip: 68005

Requested Action:

Recommendation to approve application for a Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, for Pyoung Hwango dba Mison's Oriental Food Mart located at 1414 Harlan Drive, Bellevue, NE 68005 and Pyoung Hwangpo as Manager.

Date Application Received: 11/17/2023

Final Date Hearing can be held: (45 days from receipt): 1/1/2024

Date Advertised (not less than 7 nor more than 14 days): 12/6/2023

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	<u>2</u>
Class B (Beer off sale only):	<u> </u>
Class C (Alcoholic liquor, on and off sale):	<u>24</u>
Class CK (Alcoholic liquor, on and off sale/Catering):	<u>4</u>
Class D (Alcoholic liquor, off sale only):	<u>25</u>
Class DK (Alcoholic liquor, off sale only/Catering):	<u>1</u>
Class I (Alcoholic liquor on sale only):	<u>27</u>
Class IK (Alcoholic liquor on sale only/Catering):	<u>2</u>
	<u> </u>
Total:	<u>85</u>

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: D

License Number:
126165



Office Use Only
 NEW/REPLACING _____ TOP Yes/No
 Hot List Yes/No _____ Initial: CA

PLEASE READ CAREFULLY

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

APPLICANT NAME PYONG HWANGPO
 TRADE (DBA) NAME MISON'S ORIENTAL FOOD MART
 PREVIOUS TRADE (DBA) NAME _____
 CONTACT NAME AND PHONE NUMBER PYONG HWANGPO (402) 214-1787
 CONTACT EMAIL ADDRESS phwangpo2@gmail.com



Office use only	
PAYMENT TYPE <u>CK 17962</u>	
AMOUNT <u>400</u> RCPT	
RECEIVED: <u>11/15/23</u>	
DATE DEPOSITED	
	<p>2300011406</p>

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
 - B BEER, OFF SALE ONLY**
 - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES _____ NO _____
 - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
 - F BOTTLE CLUB,
 - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES _____ NO _____
 - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
 - AB BEER, ON AND OFF SALE
 - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
 - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
 - Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
 - Class G Growler endorsement (Submit Form 165) – Class C licenses only
- **Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES _____ NO _____

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name _____ Phone Number _____
Firm Name _____
Email address _____
Should we contact you with any questions on the application? YES _____ NO _____

PREMISES INFORMATION

Trade Name (doing business as) MILSON'S ORIENTAL FOOD MART

Street Address 1414 Harlan DR.

City Bellevue County Sarpy Zip Code 68005-3649

Premises Telephone number (402) 292-0250

Business e-mail address phwangpo2@gmail.com

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

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name _____

Street Address _____

City _____ State _____ Zip Code _____

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 100 x width 25 in feet

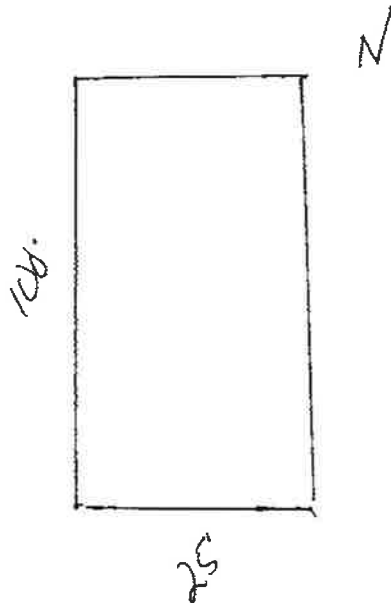
Is there a basement? Yes No If yes, length _____ x width _____ in feet

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

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building _____

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



APPLICANT INFORMATION

READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY 853-125(5)

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

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

YES NO

If yes, provide business name and license number _____

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

YES NO

If yes, give name of business and liquor license number _____

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

YES NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement _____

b) Include a list of alcohol being purchased, list the name brand, container size and how many _____

c) Submit a list of the furniture, fixtures and equipment _____

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

____ YES NO

If yes, list the lender(s) _____

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

____ YES NO

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

No silent partners 019.01E Silent Partners: Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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

____ YES NO

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

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

____ YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

____ YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

American National Bank, Bellevue, Pyong & Okhui Huangpo

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

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

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

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date 7-31-2028
 Deed
 Purchase Agreement

14. When do you intend to open for business? _____

15. What will be the main nature of business? _____

16. What are the anticipated hours of operation? Tue-Sat 10-6 Sun/Mon 1-6

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Plattsmouth, NE	2013	Now	Plattsmouth, NE	2013	Now

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

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

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

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

Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)


Signature of APPLICANT

PYONG HWANGPO
Printed Name of APPLICANT


Signature of SPOUSE

Okhui Hwangpo
Printed Name of SPOUSE

Signature of APPLICANT

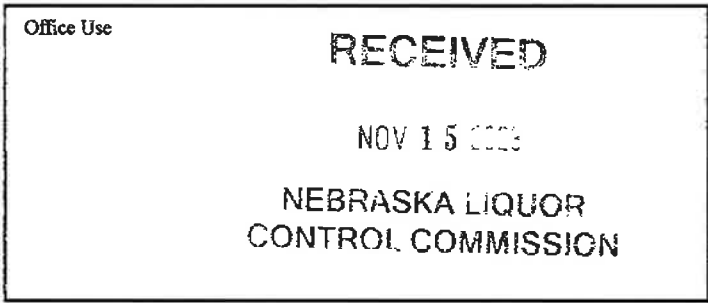
Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

**APPLICATION FOR LIQUOR LICENSE
INDIVIDUAL
INSERT - FORM 1**

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



Individual applicants, including spouse, are required to adhere to the following requirements

- 1) **Must be a citizen of the United States**
- 2) **Must be a Nebraska resident (Chapter 2 - 006)**
- 3) **Must provide a copy of their certified birth certificate, INS papers or US Passport**
- 4) **Fingerprints are required. See Form 147 for further information, this form MUST be included with your application**
- 5) **Must sign the signature page of the Application for License form**
- 6) **Applicant may be required to take a training course**
- 7) **Be a registered voter in the State of Nebraska, include a copy of voter registration card with application**

Name of individual applicant who will hold license

Last Name: HWANGPO
First Name: PYONG MI: _____
Home Address: 819 Wedgewood CT City: Plattsmouth Zip Code: 68048-827
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Home Telephone Number: (402) 214-1787 (cell phone)
Driver's License Number: [REDACTED] State: NE

Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

YES NO If yes, provide your spouse's information below

Spouses Last Name: HWANGPO
Spouses First Name: OKHUI MI: _____
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Driver's License Number: [REDACTED] State: NE

We are running this business
long time so far.

Many customer ask about
Korean product liquor.

I'll try to sell.

My business is oriental
oriental grocery store.

11a.
12/19/2023

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/21/2023		SUBMITTED BY: Epiphany Ramos	
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:

Sewer Rate Increase

SYNOPSIS/BACKGROUND:

Approve the request to increase the sewer user fees for the next five years for 2024 at 4.75%, 2025 at 4.5%, 2026 at 4.5%, 2027 at 4.4%, and 2028 at 4.5%, based primarily on the City of Omaha approved rate increases of 4.36% each year over the next five years, which directly increase the treatment processing costs for Bellevue. The sewer rate increase will also responsibly fund nominal CPI increases in administration, operations, and maintenance expenses incurred by normal operations, as well as the approved CIP for the Wastewater Department.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the request to increase the sewer user fees for the next five years for 2024 at 4.75%, 2025 at 4.5%, 2026 at 4.5%, 2027 at 4.4%, and 2028 at 4.5%, based primarily on the City of Omaha approved rate increases of 4.36% each year over the next five years, which directly increase the treatment processing costs for Bellevue. The sewer rate increase will also responsibly fund nominal CPI increases in administration, operations, and maintenance expenses incurred by normal operations, as well as the approved CIP for the Wastewater Department.

ATTACHMENTS:

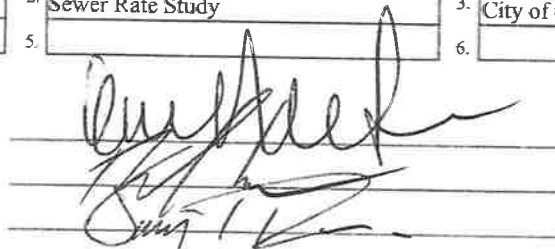
- | | | |
|---|--|---|
| 1. <input type="text" value="Ordinance"/> | 2. <input type="text" value="Sewer Rate Study"/> | 3. <input type="text" value="City of Omaha Ordinance"/> |
| 4. <input type="text" value="City of Omaha Stanec Presentation"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





This study is intended to support the financial plan for the wastewater utility owned and managed by the City of Bellevue. The study will recommend sewer user rates and structures that will best support the Department goals and City's Mission and objectives.

2023-2028 Sewer Rate Study

City of Bellevue, Nebraska

Epiphany Ramos

Table of contents

- i. **Department Overview**
 - o **Operating Margins**
 - **City of Omaha Processing Fees**
- ii. **Rate Recommendations**
- iii. **Rate Comparisons**
- iv. **Affordability for the Average Residential Customer**
- v. **Capital Improvement Planning**

Department Overview

The period between this recommended rate schedule and the previously approved rate schedule has seen quite a few unplanned events that have impacted the overall wastewater department operations and maintenance plan, as well as the overall wastewater fund. Historical events, and their cross impacts on each other, like the 2019 Great Flood, City of Bellevue 2019 Annexations, the Pandemic, and the expanded SCCWWA jurisdiction across south Bellevue into our ETJ, could each have resulted in necessary rate adjustments to the approved rate schedule during this period. However, through strategic planning, streamlined emergency mitigation, and critical cost saving program implementation the department was able to stay within budget with no need to adjust the approved rate schedule during this period. This was likely equal parts because the financial projections through 2023 provided in the previous rate period study were proven accurate, and the City of Omaha also did not adjust their rate schedule during this same period.

With total Sanitary Sewer Overflow (SSO) impact rates of less than 1% (total SSO incidents against total households) and the cost of liability claims under .002% of fund expenses, it is verifiable that the Wastewater Operations and Maintenance Plan is working through providing the most reliable and cost-effective City utility service.

The department has expanded its self-perform capabilities in all aspects of maintenance and repair for the sanitary infrastructure during this period, including saving over \$400K in direct contractor expenses through implementing an internal repair and projects team, without compromising safety or quality of work. The department will continue to optimize operations over the upcoming rate schedule period to ensure fund stability.

Operating Margins

Though the department has worked to keep the City of Omaha processing costs way below the high of an almost 70% operating margin to the fund, these processing costs paid to Omaha still account for just over 30% of the expenses within the fund. Therefore, any increases to those processing costs still drive a large impact on the fund. The department does feel that this 30% target is financially sustainable and reflective of the overall cost of service to the system.

City of Omaha Processing Fees

Pursuant to the approved City of Omaha processing fees, annual increases are planned for our user classification (bulk) of 4.36% for the next five-year rate schedule period.

As presented by the City of Omaha's consultant, Stantec, the recommendation for the current rate study that is reflected in the above approved increase, is to accomplish the objectives below:

- Determine the revenue requirements to cover all costs associated with the collection and treatment of wastewater, including operations and maintenance of the system and required capital improvements.
- Conduct a cost-of-service study that identifies the different drivers of the costs and allocates these back in an equitable manner to the different customers served.
- Review the city's existing rate structure and make necessary changes to provide for the required overall funding and fair distribution of costs to the different customers served.

This resulted in the reallocation of costs to the different system users more pursuant to current City of Omaha's CIP needs. Here in Bellevue, we can see this impact directly through over \$30M of construction currently underway on the interceptor line that carries the flow from Bellevue to the Omaha Papio Wastewater Treatment Plant (WWTP), as well as planned WWTP upgrades at this specific facility— all this infrastructure is located within our ETJ. Failures to this infrastructure could be catastrophic to Bellevue as we are solely reliant on it to function for the transference and processing of our sanitary sewer waste.

Rate Recommendations

Rate increases are recommended for 2024 at 4.75%, 2025 at 4.5%, 2026 at 4.5%, 2027 at 4.4%, and 2028 at 4.5%.

These directly translate the below recommended changes.

Effective January 1, 2024 for all residential and commercial users, the minimum monthly charge shall be twenty dollars and ninety cents (\$20.90) for the first two CCF (hundred cubic feet) of water used, plus five dollars and three cents (\$5.03) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2025 for all residential and commercial users, the minimum monthly charge shall be twenty-one dollars and eighty-four cents (\$21.84) for the first two CCF (hundred cubic feet) of water used, plus five dollars and twenty-six cents (\$5.26) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2026 for all residential and commercial users, the minimum monthly charge shall be twenty-two dollars and eighty-two cents (\$22.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and fifty cents (\$5.50) for each additional CCF (hundred cubic feet) of water used.

Effective January 1, 2027 for all residential and commercial users, the minimum monthly charge shall be twenty-three dollars and eighty-two cents (\$23.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and seventy-four cents (\$5.74) for each additional CCF (hundred cubic feet) of water used.

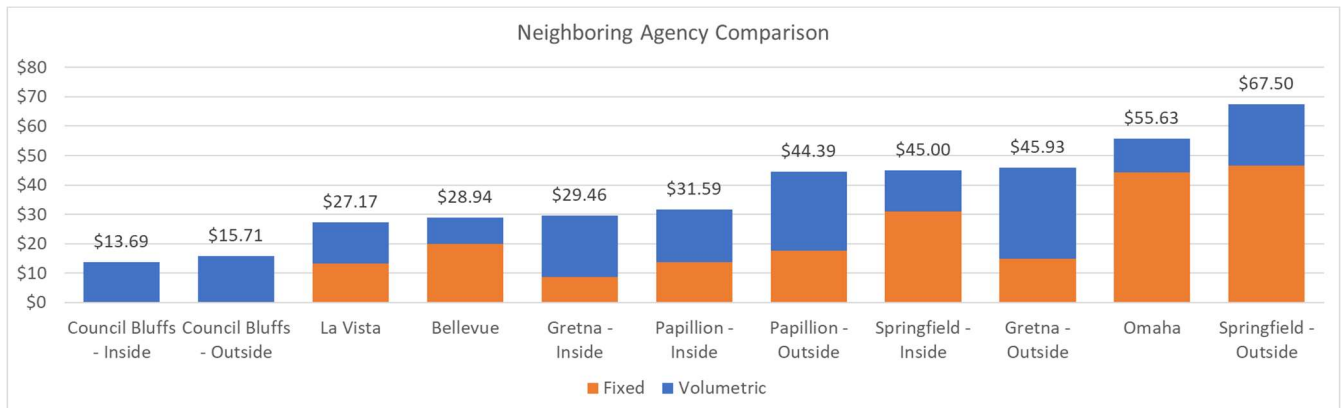
Effective January 1, 2028 for all residential and commercial users, the minimum monthly charge shall be twenty-four dollars and eighty-nine cents (\$24.89) for the first two CCF (hundred cubic feet) of water used, plus six dollars (\$6.00) for each additional CCF (hundred cubic feet) of water used.

It is also important the City maintain a quality fixed cost ratio to the recommended rates to help mitigate the fluctuations in variable flow user fees collected as this helps to stabilize the overall fund's revenue. This is captured in our minimum monthly charge per active account.

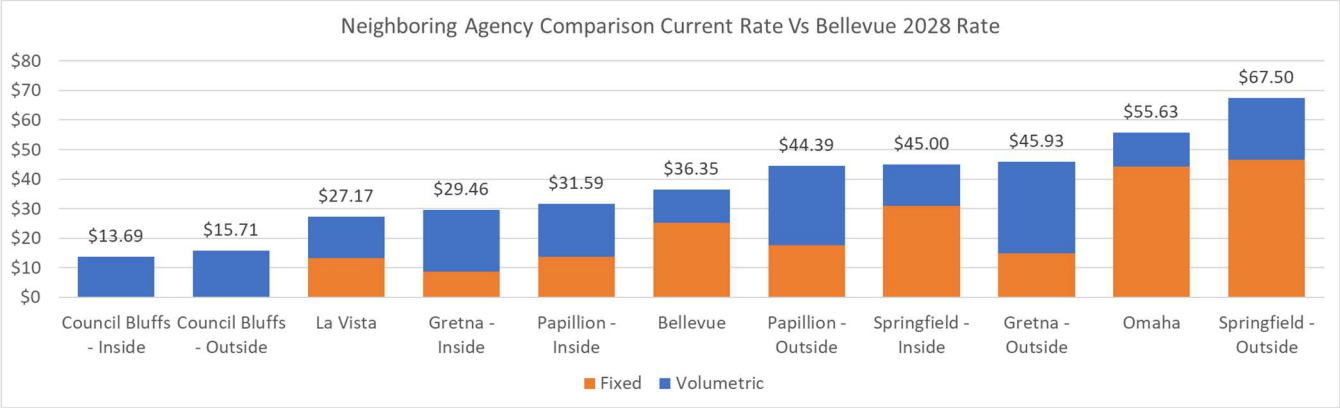
The sewer rate increase is recommended to be less than 0.5% above that of annual increases of the City of Omaha's scheduled fee increases, to responsibly fund nominal CPI increases in administration, operations, and maintenance expenses incurred by normal operations within the department, as well as the approved CIP for the Wastewater department. Annual increases to department expenses include labor wages, material costs, admin overhead, and other typical expenses outlined in the budget. This additional increase is important to continue to provide the same level of service for all our businesses and residences that the City has been accustomed too.

Rate Comparisons

The below table represents current rates from neighboring communities based on an average residential user consumption of 4,000 gallons per month. As an overall comparison, Bellevue is currently ranked 4th in least to most expensive (11th being most expensive).

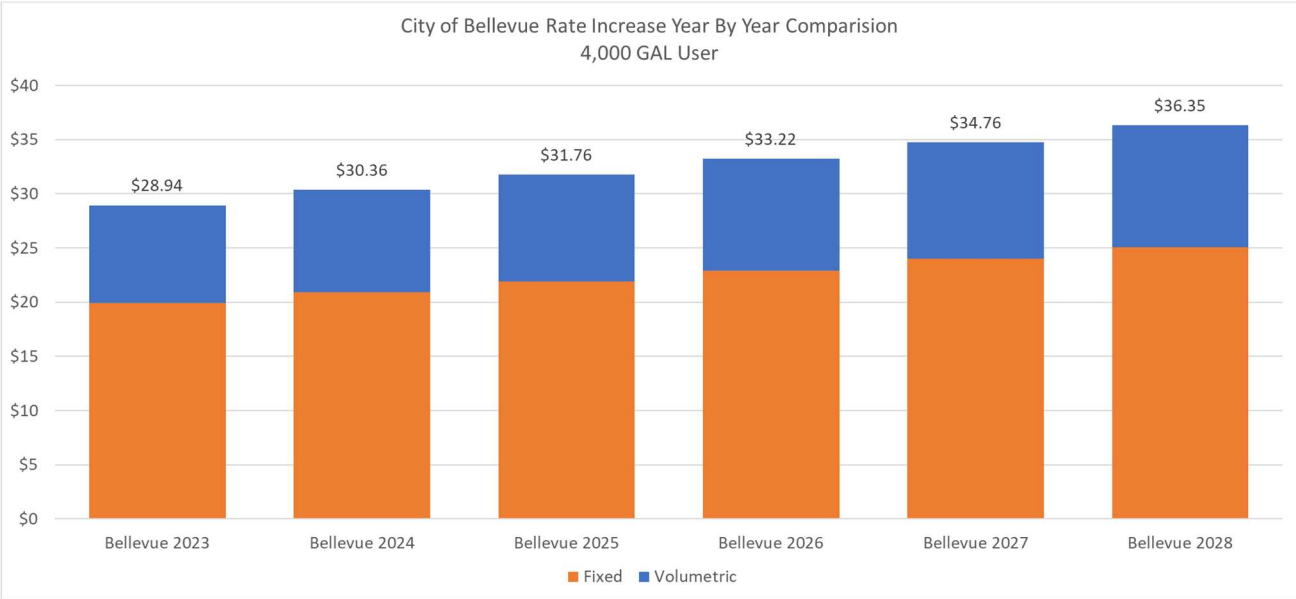


Bellevue's total rate changes recommended in this study, if they were implemented immediately versus systematically over the next five years, would only shift the City into the 6th position in the same ranking whereas half the neighboring community rates would be higher, the other half lower. Shown in this table below:

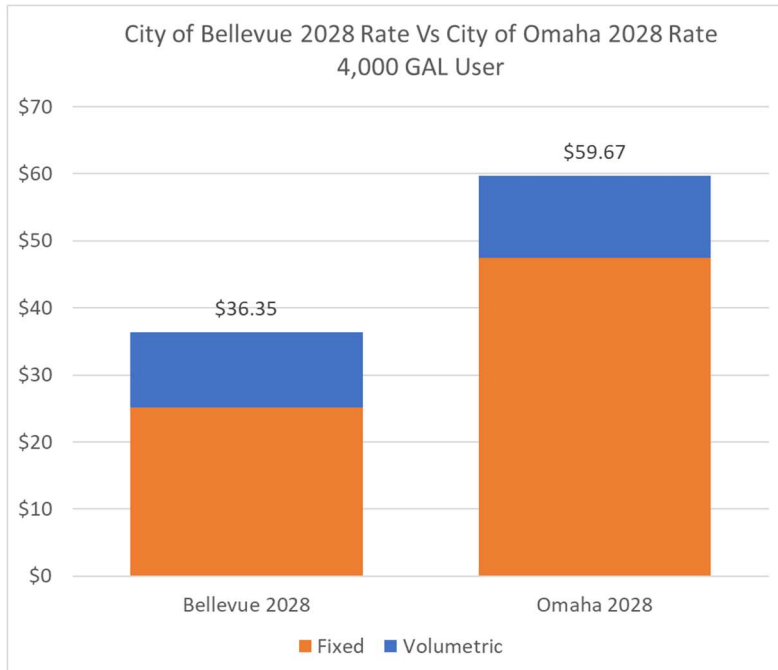


The study recommends taking a stepped approach, increasing rates slightly each year through 2028. Historically, all surrounding communities have raised rates regularly over the last five years and a similar trend is projected to continue. Based on this, we assume Bellevue’s rates will continue to remain one of the least expensive sewer charges in the area.

Assuming the same residential user consumption of 4,000 gallons per month, the recommended rate increase would result in an average increase of \$1.50 per month per user as displayed in the following chart.



The final chart in this section is a direct comparison of City of Omaha rates approved for 2028 and City of Bellevue rates recommended for 2028, showing Bellevue will still be approximately 40% lower than Omaha without sacrificing operational performance. In the next section of this report, we will explore the overall affordability of the recommended rate increases as a proportion of the Median Household Income of the community that would be spent on a year’s worth of “average bills” (termed Percent MHI), as well as examine affordability through the lens of a few other socioeconomic metrics.



Affordability for the Average Residential Customer (Percent MHI)

The most used indicator of affordability of rates is "% MHI", or "percent of median household income" spent on average bills. It is calculated as the ratio of annual water/wastewater bills at the average consumption level to the median household income of the community. There is no national standard for what an affordable % MHI value is or isn't, however the EPA sets a guideline target of 2% or less.

The department finds it an essential part of any rate study to thoroughly understand the impact recommended rate changes would have on the everyday lives of those living in our community. To do that we will not only look at %MHI for the community, but we will look at individual income brackets against our census data to ensure we fully anticipate the impact of these changes on the most vulnerable of the population and not just consider the average impact on the largest group.

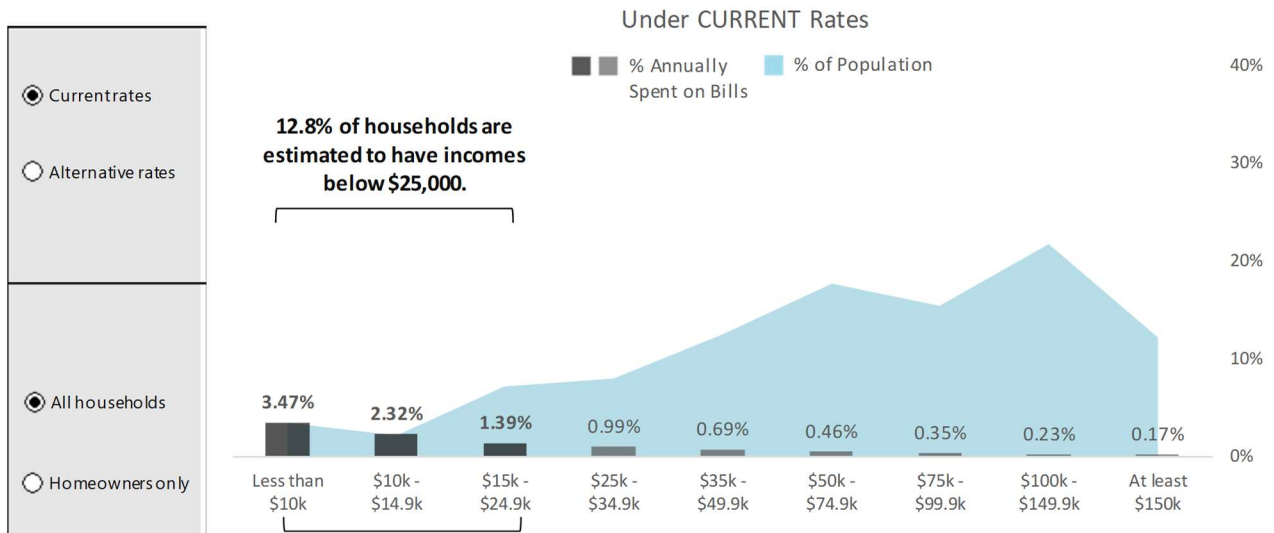
First, we can see that the %MHI associated with both the current and the proposed/alternative rates are well below the EPA 2% target. For the purposes of this assessment, the alternative rate will be presented as the final 2028 proposed rate.

	Current rates	Alternative rates
Monthly wastewater bill at 4000 gallons/month	\$28.94	\$36.35
Annual bills at same level of use	\$347.28	\$436.20
Median Household Income in 2021 for Bellevue city, Nebraska		\$73,534
Wastewater % MHI	0.47%	0.59%

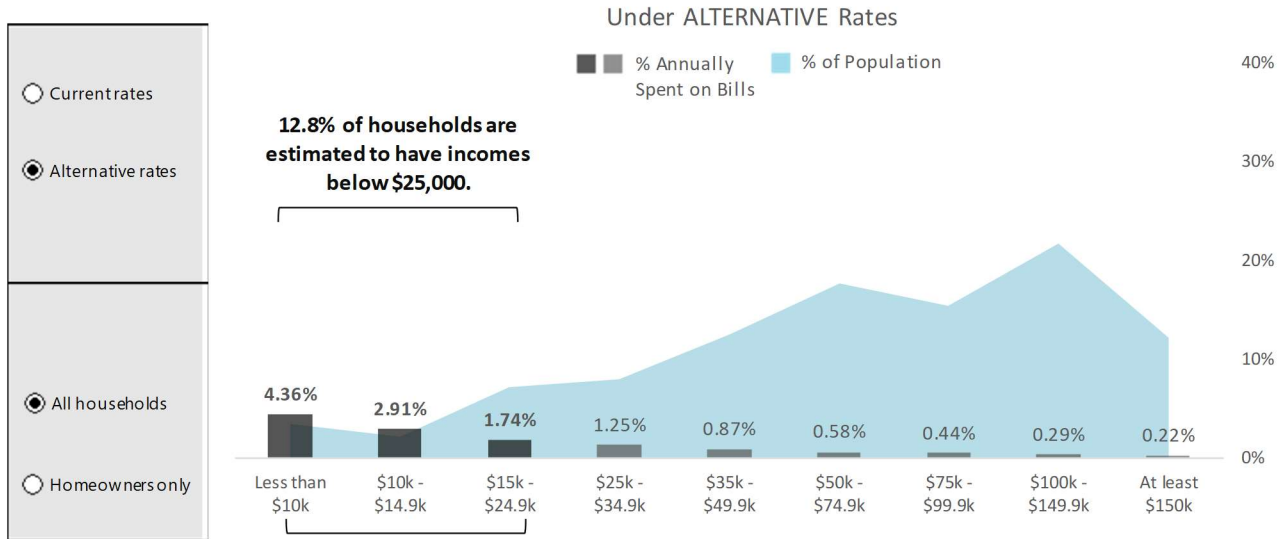
Next, we look at those households by income levels and do find that there will be on average 3% of our low-income households (below \$25,000), which make up about 12.8% of our population will be paying over that target %MHI and should be targeted for direct utility assistance programs to help bring that %MHI closer to the 2% target. You will see that illustrated in the below columns and graphs.

Income Bracket (All Households)	% of homeowners in 2021, assuming service population's income distribution mirrors that of all owner-occupied households in Bellevue city, Nebraska		Minimum portion of household income spent by these customers annually on wastewater bills at the CURRENT RATES if they are consistently charged for 4000 gallons/month		Minimum portion of household income spent by these customers annually on wastewater bills at the ALTERNATIVE RATES if they are consistently charged for 4000 gallons/month	
	% of service population in 2021, assuming service population's income distribution mirrors that of all households in Bellevue city, Nebraska	Nebraska	gallons/month	gallons/month	gallons/month	gallons/month
Less than \$10,000	3.5%	2.2%	3.47%	4.36%		
\$10,000 to \$14,999	2.1%	1.0%	2.32%	2.91%		
\$15,000 to \$24,999	7.2%	5.9%	1.39%	1.74%		
\$25,000 to \$34,999	7.9%	5.3%	0.99%	1.25%		
\$35,000 to \$49,999	12.5%	9.5%	0.69%	0.87%		
\$50,000 to \$74,999	17.6%	15.2%	0.46%	0.58%		
\$75,000 to \$99,999	15.4%	15.8%	0.35%	0.44%		
\$100,000 to \$149,999	21.7%	28.0%	0.23%	0.29%		
\$150,000 or more	12.2%	17.1%	0.17%	0.22%		

Affordability of Wastewater Rates Assessed at 4000 Gallons/Month and the 2021 Income Levels



Affordability of Wastewater Rates Assessed at 4000 Gallons/Month and the 2021 Income Levels



The indicators below are a reflection of the City of Bellevue against the state as a whole, and the entire USA. Based on the 21 census data, the comparison leads a few target socio-economic indicators that the department is aware of trending above other local and national markers taken in 2019. It is notable to state that the two indicators could be linked to post pandemic adjustments and should only be monitored at this time.

Key Socioeconomic Indicators

	Bellevue city, Nebraska in 2021	Nebraska in 2019	United States in 2019
Median Household Income	\$73,534	\$61,439	\$62,843
% Unemployment	3.6%	2.3%	3.4%
% Not in the labor force	31.9%	30.3%	36.6%
% of all people with income below poverty	8.7%	11.1%	13.4%
% with Social Security income	27.9%	29.0%	31.2%
% with Supplemental Security income	4.2%	3.9%	5.3%
% with cash public assistance income	3.4%	1.7%	2.4%
% with Food Stamp/SNAP benefits	8.6%	8.3%	11.7%

Source: U.S. Census Bureau's American Community Survey, DP03: Selected Economic Characteristics table

Affordability in this report has been assessed for the average customer, low-income customers, and a full range of households based on their various income levels. The department will always consider the financial needs and condition of the infrastructure while addressing affordability of rates. Setting artificially low rates at the expense of financial sustainability eventually leads to financial constraints that prevent the City from investing in its assets, leading to deteriorating conditions and provision of poor sanitary service reliability, ultimately harming public health.

Capital Improvement Planning

One of the most effective ways for the City to preserve financial stability and manage infrastructure reliability is to reexamine capital investments spending, or the Capital Improvement Plan. The past two years have offered a fascinating look into how different sectors have weathered the COVID-19 storm: from the necessarily capital expenditure standpoint—starved airport industry to the cresting wave of public-sector investments in renewable infrastructure.

Indeed, organizations that immediately reduce spending on capital project spend can potentially hold rates static. However, in our experience, organizations that focus on actions across the whole asset life cycle, the capital project portfolio, and the necessary foundational enablers (such as rate increases that cover immediate or short-term funding in lieu of high interest long term debt) can reduce capital project costs and timelines while creating long term value and residual returns to the City.

Although managing the capital improvement plan is complex, and many find it a struggle to connect capital investment spending with cost savings, ill-considered cuts to key projects in a capital improvement plan may jeopardize future operating performance and outcomes. The Department enters this new rate study period focusing on creating a true capital strategy with capital portfolio optimization. Targeting three distinct capital investment classifications, Growth & Development, Operations and Maintenance, and Existing Infrastructure Investment we can look to view infrastructure spending as a tool for economic stimulus, which amplifies the cyclical nature of capital expenditure deployments, while balancing infrastructure stability and reliability.

Cracking the code on capital improvement plan portfolio management is often not a core part of department daily management; instead, we focus on operating performance, where we have extensive institutional knowledge. To begin developing a direct link from operations performance to capital spend outcomes, these three investment classifications will help us determine broad impacts and implications on daily operations as we adjust and optimize that capital improvement plan portfolio.

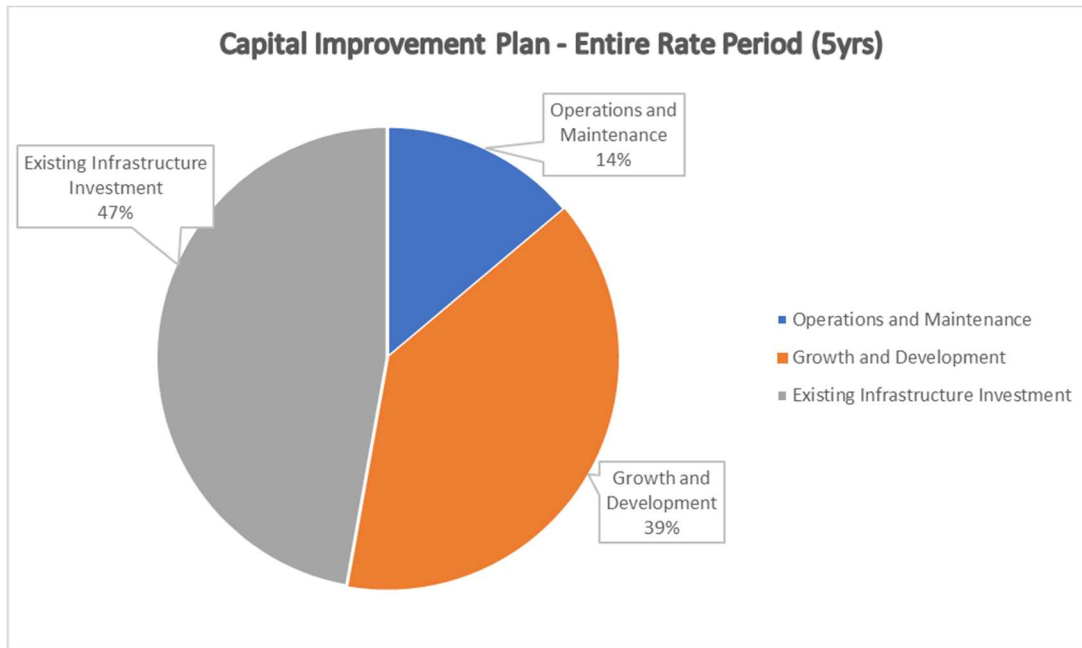
Growth and Development includes projects that can be directly linked to City growth and new or rezoned/repurposed development areas in need of sanitary infrastructure support. This could be anything from a greenfield site that extends sanitary infrastructure to support new development to newly annexed areas in need of integration into current operations through updating strategic infrastructure support points.

Operations and Maintenance is an integral part of capital investment that includes items such as fleet vehicle replacements, new and replacement heavy equipment, and upgrades or additions to emergency response equipment.

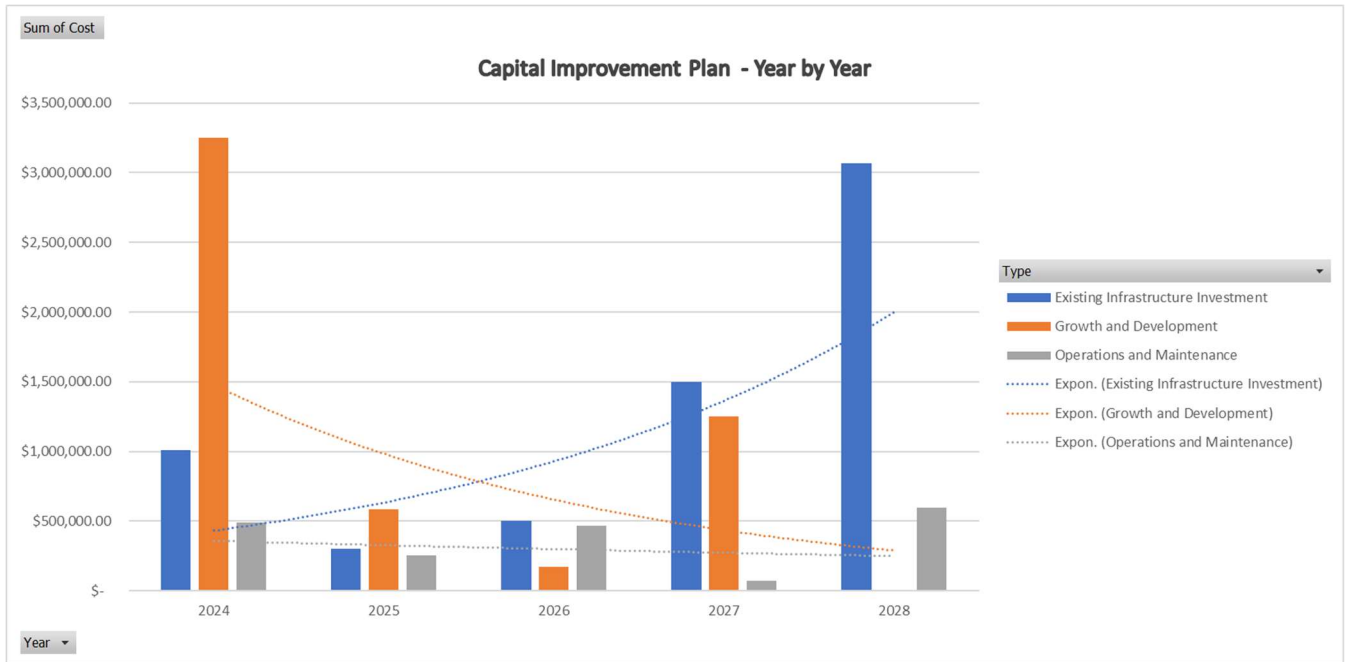
Existing Infrastructure Investment through extending the useful life of existing infrastructure and assets by planned replacements and upgrades, we can assure that we don't lose sight of the needs of the current population by compromising reliability. Without planned replacements of assets and infrastructure at the end of its useful life, we will experience more break downs, higher emergency action costs, and ultimately loss of confidence of our residents in the City to provide this integral public health service.

Within this rate study period, over 13M in capital investment is funded without the projected need to bond the fund. Bonding would obviously increase the overall cost of the capital plan, however could be looked at as a funding mechanism if the City prefers to process that premium cost to capital past this current rate period.

Here in the proceeding chart we show the capital investment portfolio mix, by classification, over the entire rate period. Focus has been given to carefully balance the capital improvement plan projects against these classification types, allowing for an optimal mix of investment dollars.



Included in the below graph and line trend you are able to see how that investment mix is loaded over the 5 year rate period.



The next three preceding pages are intended to provide budgetary projections that support the CIP total spend portfolio against the recommended rate increases and their impact on funding.

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20 - Wastewater
(In Whole Numbers)

	2024	2025	2026	2027	2028
Revenues					
4019 Sewer Collection	1,060.59	1,081.81	1,103.44	1,125.51	1,148.02
4021 Sewer User Charges	12,406,802.12	12,965,108.21	13,548,538.08	14,158,222.30	14,781,184.08
4058 Capital Facilities	180,000.00	150,000.00	153,000.00	156,060.00	159,181.20
4503 Reimbursements, Refunds & Rebates	314.25	320.54	326.95	333.48	340.15
4505 Other Miscellaneous Revenues	51.25	52.28	53.32	54.39	55.47
4511 Insurance Reimbursements	18,261.40	18,626.63	18,999.16	19,379.14	19,766.73
4805 Interest	-	-	-	-	-
4810 Bond/COP Issue Proceeds	-	-	-	-	-
4900 Budgetary Transfers In	10,000.00	-	-	-	-
Total Revenues	12,616,489.61	13,135,189.46	13,722,020.95	14,335,174.82	14,961,675.65
Salaries & Wages	-	-	-	-	-
5000 Salaries	675,640.54	689,153.35	702,936.42	716,995.14	731,335.05
5001 Overtime	14,161.91	14,445.15	14,734.05	15,028.73	15,329.31
5002 Compensatory Time	6,926.44	7,064.97	7,206.27	7,350.39	7,497.40
5003 Sick	31,783.20	32,418.86	33,067.24	33,728.59	34,403.16
5004 Vacation	29,529.23	30,119.81	30,722.21	31,336.65	31,963.38
5006 Military Leave	-	-	-	-	-
5007 Beeper Time	10,400.00	10,608.00	10,820.16	11,036.56	11,257.29
5009 Other Pay	10,000.00	10,200.00	10,404.00	10,612.08	10,824.32
5010 Longevity	9,046.65	9,227.58	9,412.13	9,600.38	9,792.38
5013 Administrative Leave Bank	3,868.35	3,945.72	4,024.63	4,105.12	4,187.23
5014 Vacation Leave Cash In	7,290.83	7,436.64	7,585.37	7,737.08	7,891.82
5025 Call-In / Call-Out OT	4,792.39	4,888.24	4,986.00	5,085.72	5,187.43
5028 Funeral Leave	1,243.84	1,268.71	1,294.09	1,319.97	1,346.37
5034 Holiday Pay	36,320.36	37,046.77	37,787.71	38,543.46	39,314.33
Total Salaries & Wages	841,003.73	857,823.80	874,980.28	892,479.88	910,329.48
Fringe Benefits	-	-	-	-	-
5101 Social Security ER	49,781.18	50,776.80	51,792.33	52,828.18	53,884.74
5102 Medicare-Employer	11,641.95	11,874.79	12,112.28	12,354.53	12,601.62
5203 414h Match-Civilian	50,549.93	51,560.92	52,592.14	53,643.98	54,716.86

5300	Employee Wellness Incentive	210.64	214.85	219.15	223.53	228.00
5301	Health Insurance	186,191.25	189,915.08	193,713.38	197,587.64	201,539.40
5302	Life Insurance (Group Term Life & AD&D)	1,437.56	1,466.31	1,495.64	1,525.55	1,556.06
5304	Dental Insurance	5,219.81	5,324.21	5,430.69	5,539.31	5,650.09
5305	Disability Insurance	2,026.43	2,066.95	2,108.29	2,150.46	2,193.47
	Total Fringe Benefits	307,058.74	313,199.91	319,463.91	325,853.19	332,370.25
		-	-	-	-	-
	Total Personnel	1,148,062.46	1,171,023.71	1,194,444.19	1,218,333.07	1,242,699.73
		-	-	-	-	-
	Department Expenditures	-	-	-	-	-
6005	Copier	744.15	759.03	774.21	789.70	805.49
6019	Postage	15.38	15.68	16.00	16.32	16.64
6021	Training Programs	12,500.00	12,750.00	13,005.00	13,265.10	13,530.40
6024	Meals & Incidentals	555.04	566.14	577.46	589.01	600.79
6034	Contractual Services	25,000.00	25,500.00	26,010.00	26,530.20	27,060.80
6040	Cleaning & Cleaning Supplies	399.75	407.75	415.90	424.22	432.70
6043	Office Supplies	3,213.38	3,277.64	3,343.20	3,410.06	3,478.26
6060	Bank & Credit Card Transaction Fees	193.73	197.60	201.55	205.58	209.69
6061	Workers Compensation Claims	6,738.86	6,873.64	7,011.11	7,151.33	7,294.36
6062	Liability Claims	10,000.00	10,200.00	10,404.00	10,612.08	10,824.32
6063	Property Damage Claims	-	-	-	-	-
6100	Telephone	8,816.03	8,992.35	9,172.19	9,355.64	9,542.75
6101	Water	1,960.31	1,999.52	2,039.51	2,080.30	2,121.91
6102	Electricity	44,782.76	45,678.42	46,591.99	47,523.83	48,474.30
6103	Natural Gas	6,975.64	7,115.15	7,257.45	7,402.60	7,550.65
6104	Cell Phone	16,834.09	17,170.77	17,514.18	17,864.47	18,221.76
6105	Internet	3,731.51	3,806.14	3,882.27	3,959.91	4,039.11
6200	Fuel	34,135.58	34,818.29	35,514.65	36,224.95	36,949.44
6201	Uniforms	3,200.00	3,264.00	3,329.28	3,395.87	3,463.78
6202	Safety Boots	3,500.00	3,570.00	3,641.40	3,714.23	3,788.51
6203	Safety Equipment	32,000.00	32,640.00	33,292.80	33,958.66	34,637.83

6232	Billing Fees (MUD, ZIRMED, Etc.)	484,904.44	494,602.53	504,494.58	514,584.47	524,876.16
6235	Sewer Treatment-City of Omaha	7,630,490.70	7,963,943.14	8,311,171.06	8,674,369.24	9,053,439.18
6241	Freight Charges	1,811.18	1,847.40	1,884.35	1,922.03	1,960.47
6242	Equipment Rental/Operating Leases	2,500.00	2,550.00	2,601.00	2,653.02	2,706.08
6246	Refunds	-	-	-	-	-
6247	Lease Agreements	-	-	-	-	-
6317	Bldg Maint-All Other Buildings	3,700.00	3,774.00	3,849.48	3,926.47	4,005.00
6331	Lift Station Maintenance	90,000.00	91,800.00	93,636.00	95,508.72	97,418.89
6332	Sewer System Maintenance	150,000.00	153,000.00	156,060.00	159,181.20	162,364.82
6333	Control System Maintenance	3,500.00	3,570.00	3,641.40	3,714.23	3,788.51
6349	Vehicle & Equipment Repairs	20,000.00	20,400.00	20,808.00	21,224.16	21,648.64
6350	Vehicle Maintenance	30,000.00	30,600.00	31,212.00	31,836.24	32,472.96
6351	Equipment Maintenance & Repair	2,000.00	2,040.00	2,080.80	2,122.42	2,164.86
6360	Radio Maintenance	-	-	-	-	-
6401	Concrete/Cement	12,500.00	12,750.00	13,005.00	13,265.10	13,530.40
6405	Chemicals	-	-	-	-	-
6413	Seed & Fertilizer	800.00	816.00	832.32	848.97	865.95
6415	Tools	800.00	816.00	832.32	848.97	865.95
6433	Small Equipment	-	-	-	-	-
6450	Office Furniture & Equipment (non-capitalized)	1,200.00	1,224.00	1,248.48	1,273.45	1,298.92
6451	Software & Licenses (non-capitalized)	8,000.00	8,160.00	8,323.20	8,489.66	8,659.46
6506	Licenses & Fees	200.00	204.00	208.08	212.24	216.49
	Total Department Expenditures	8,657,702.50	9,011,699.18	9,379,882.22	9,764,454.62	10,165,326.26
	Operational Expenses	-	-	-	-	-
	Capital Expenditures	9,805,764.96	10,182,722.89	10,574,326.41	10,982,787.69	11,408,025.99
7000	Sewer Construction	-	-	-	-	-
7110	Vehicle Purchase/Major Overhaul	4,285,000.00	1,140,000.00	1,140,000.00	2,820,000.00	2,160,000.00
	Total Capital Expenditures	4,725,000.00	1,140,000.00	1,140,000.00	2,820,000.00	2,160,000.00
	Other Expenditures	-	-	-	-	-
8000	Bond Principal	260,000.00	265,200.00	270,504.00	275,914.08	281,432.36
8002	Capital Lease Principal	67,614.00	68,966.28	70,345.61	71,752.52	73,187.57
8100	Bond Interest	36,112.80	36,835.06	37,571.76	38,323.19	39,089.66

8102	Capital Lease Interest	1,380.68	1,408.29	1,436.45	1,465.18	1,494.49
8300	Paying Agent Fees	-	-	-	-	-
	Total Other Expenditures	365,107.48	372,409.62	379,857.82	387,454.97	395,204.07
	Transfers	-	-	-	-	-
9000	Budgetary Transfers Out	280,000.00	285,600.00	291,312.00	297,138.24	303,081.00
	Total Transfers	280,000.00	285,600.00	291,312.00	297,138.24	303,081.00
	Total Expenditures	15,175,872.44	11,980,732.52	12,385,496.22	14,487,380.90	14,266,311.07
	Net Revenues	(2,559,382.83)	1,154,456.94	1,336,524.73	(152,206.08)	695,364.58

Sec. 31-145. - Rates generally.

Based upon the 2022 City of Omaha Regional Wastewater Service Sewer Rate Model Update, the sewer service charges shall be levied as determined by the city administration upon the user of the premises, property or structures of every kind, nature and description, which have water service from any supply source and are connected directly or indirectly with the sewerage system of the city.

(Code 1980, § 31-145; Ord. No. 37495, § 2, 9-26-06; Ord. No. 38427, § 1, 6-2-09; Ord. No. 39508, § 1, 10-30-12; Ord. No. 40043, § 1, 7-15-14; Ord. No. 41563, § 2, 7-10-18; Ord. No. 43216, § 1, 12-13-22)

Editor's note— Section 5 of Ord. No. 38427 provided for an effective date of Jan. 1, 2010.

Sec. 31-148. - Special rates.

Whenever, by reason of special conditions, the application of the rates specified in sections 31-145 through 31-147 would be inequitable or unfair to either the city or the user, or in cases where the character of the sewage from sewer service users is such that an additional burden is placed upon the sewerage system greater than that imposed by the average sewage delivered to the sewage disposal plant, the finance director, with the approval of the mayor, shall recommend special rates which are equitable and fair to all parties concerned and, when approved by resolution of the city council, such special rates shall control. When special rates are requested to allow for in-plant use of water which does not go to the sewer system, it shall be mandatory that a sewage meter or separate water meter be installed whenever reasonably possible, and, in all other instances, the burden shall be upon the user requesting such special rate to prove said in-plant usage. Service charge exemptions for water use separately metered, which does not flow into the sewer system, may be granted for specifically identified water meters by the mayor without council approval upon the recommendation of the finance and public works departments.

(Code 1980, § 31-148)

Sec. 31-157. - Meters.

Whenever a sewer service user obtains all or a part of its water service from any privately owned and operated supply source, it shall report the name and address of such privately owned and operated supply source to the city and shall, at its own cost and expense, provide meter facilities satisfactory to the city, for determining the volume of water obtained from such privately owned and operated supply source, so that, based thereon, the proper sewer service charge may be levied in accordance with sections 31-145 through 31-147; provided, however, sewer service users may, at their option and expense, and with the approval of the city, install sewage meters to measure all sewage discharged into the sanitary, combination, or storm sewers. The rates specified in sections 31-145 through 31-147 shall apply equally to sewage meters.

(Code 1980, § 31-157)

Sec. 31-147. - Schedule of charges.

The total sewer service charge for each sewer service user shall be the sum of four charges: (1) customer charge, (2) flow charge, (3) commercial and industrial facilities charge, and (4) abnormal charge; provided that the monthly sewer service charge for a sewer service user shall not be less than the customer charge and the facilities charge for applicable classes.

	2023	2024	2025	2026	2027	2028
(a) The customer charge is as follows:						
(1) For residential sewer service users, per month	\$43.29	\$43.89	\$44.50	\$45.12	\$45.74	\$46.38
(2) For general commercial sewer service users, per month	20.51	21.21	21.94	22.69	23.46	24.27
(3) For large commercial sewer service users, per month	20.60	21.30	22.03	22.79	23.57	24.37
(4) For general industrial sewer service users, per month	1121.55	1159.92	1199.61	1240.66	1283.11	1327.01
(5) For large industrial sewer service users, per month	1121.55	1159.92	1199.61	1240.66	1283.11	1327.01
(6) For bulk I sewer service users, per account, per month	756.23	789.18	823.56	859.45	896.89	935.97
(7) For bulk II sewer service users, per account, per month	6.20	6.47	6.75	<u>7.05</u>	7.35	7.67
(b) The flow charge for all residential sewer service users shall be, per 100 cubic feet	3.798	3.851	3.904	3.958	4.013	4.069

The flow charge for all commercial and industrial sewer service users shall be, per 100 cubic feet	2.060	2.130	2.203	2.279	2.357	2.437
The flow charge for all bulk sewer service users shall be, per 100 cubic feet	2.821	2.944	3.072	3.206	3.346	3.492
(c) The facilities charge for all commercial and industrial sewer service users, per account, per month, by meter size:						
(1) 5/8 inch meter	45.37	46.92	48.53	50.19	51.91	53.68
(2) 3/4 inch meter	67.73	70.05	72.44	74.92	77.49	80.14
(3) 1 inch meter	113.10	116.97	120.97	125.11	129.39	133.82
(4) 1.5 inch meter	225.53	233.25	241.23	249.48	258.02	266.85
(5) 2 inch meter	360.97	373.32	386.09	399.30	412.97	427.10
(6) 3 inch meter	790.35	817.39	845.36	874.28	904.20	935.13
(7) 4 inch or larger meter	1422.23	1470.89	1521.22	1573.27	1627.10	1682.77
(d) The abnormal charge for all sewer service users shall be the sum of the following:						
(1) For abnormal suspended solids, per ton [>300 mg/L]	323.96	343.35	363.89	385.67	408.74	433.20

(2) For abnormal BOD, per ton [>240 mg/L]	509.75	540.25	572.58	606.84	643.16	681.64
(e) The charge per day for extra sampling days shall be	807.53	831.75	856.71	882.41	908.88	936.15
(f) The charge for installation of a temporary primary device shall be	1583.56	1631.06	1680.00	1730.40	1782.31	1835.78
(g) Industrial pretreatment monitoring charge, per month	96.57	99.46	102.45	105.52	108.69	111.95
(h) The charge for septic tank contents disposal shall be, per 1,000 gallons	38.94	41.21	43.61	46.15	48.84	51.69
(i) City of Omaha hand billing charge	15.48	15.94	16.42	16.91	17.42	17.95
(j) Reinspection fee	0.00	100.00	103.00	106.09	109.27	112.55

The sewer service charges prescribed in this section shall be applicable to water use per meter readings taken or estimates calculated January 1 through December 31 of the calendar year indicated at the top of each such column except for the year 2028, which shall remain applicable thereafter until amended.

The sewer service charges provided for herein for the 2023, 2024, 2025, 2026, 2027, and 2028, may be reallocated among the components of the charge, specifically the customer charge, flow charge, commercial and industrial facilities charge and abnormal charge, when and if it is determined that the allocations provided for herein should be amended to provide for an equitable distribution of the costs of providing such service. An audit of the sewer service charges shall be conducted every five years, to begin five years after the effective date of this amendment.

(Code 1980, § 31-147; Ord. No. 37495, § 3, 9-26-06; Ord. No. 38427, § 2, 6-2-09; Ord. No. 39508, § 2, 10-30-12; Ord. No. 40043, § 2, 7-15-14; Ord. No. 41563, § 2, 7-10-18; Ord. No. 43216, § 2, 12-13-22)

Sec. 31-158. - Additional customer charges.

In addition to the customer charges set out in section 31-147, the following customer charges are hereby imposed which shall be added to the sewer user billings for new total customer charges.

(1) For residential sewer service users, per month:

2023	2024	2025	2026	2027	2028
\$0.98	\$1.00	\$1.03	\$1.06	\$1.08	\$1.11

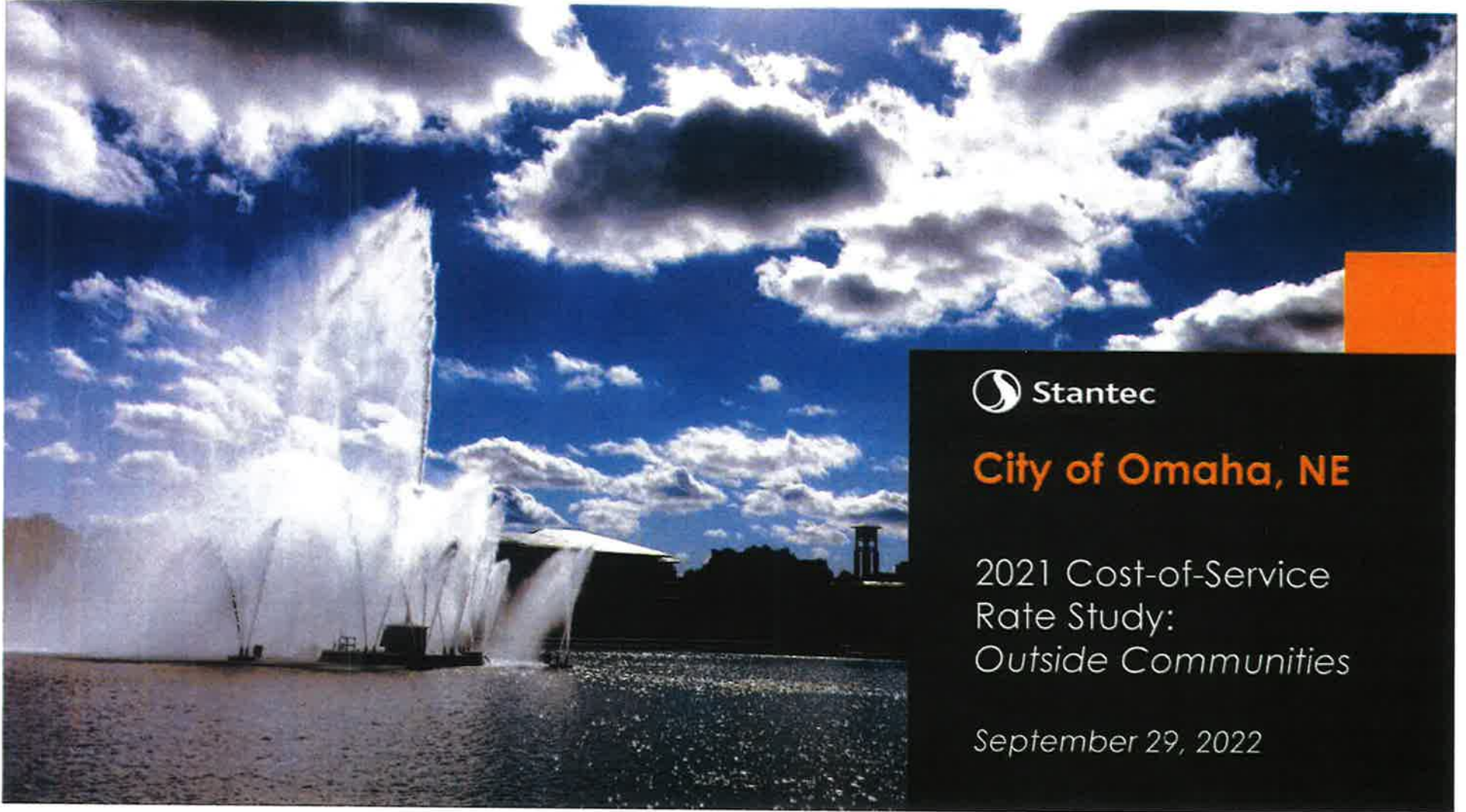
(2) For general commercial, large commercial, general industrial, and large industrial sewer service users, per month:

2023	2024	2025	2026	2027	2028
\$1.58	\$1.62	\$1.66	\$1.70	\$1.74	\$1.79

The additional charges prescribed in this section shall be applicable for the billing periods within January 1 through December 31 of the calendar year indicated at the top of each such column. The charges imposed for 2028 shall remain in effect after the end of 2028 until this section is amended. That the finance department shall maintain a separate enterprise fund to be used only for storm water management activities and to effect periodic transfers from the sewer revenue fund to the storm water management fund in amounts equal to revenue from the increases in the customer charges listed above.

(Ord. No. 36372, § 2, 8-26-03; Ord. No. 38427, § 3, 6-2-09; Ord. No. 40043, § 3, 7-15-14; Ord. No. 41563, § 2, 7-10-18; Ord. No. 43216, § 3, 12-13-22)

Editor's note— Section 5 of Ord. No. 38427 provided for an effective date of Jan. 1, 2010.



 Stantec

City of Omaha, NE

2021 Cost-of-Service
Rate Study:
Outside Communities

September 29, 2022

The Three (3) Step Rate Study Process

Step 1: How Much?



Revenue Sufficiency

- Achieve financial policies & targets
- Fund system investment needs
- Sustainably fund operations

Step 2: From Whom?



Defensible Allocation Methods

- Utilize **industry accepted approaches**
- Maintain **fair and equitable** allocation of costs
- Determine correct and appropriate units of service

Step 3: How to Collect?

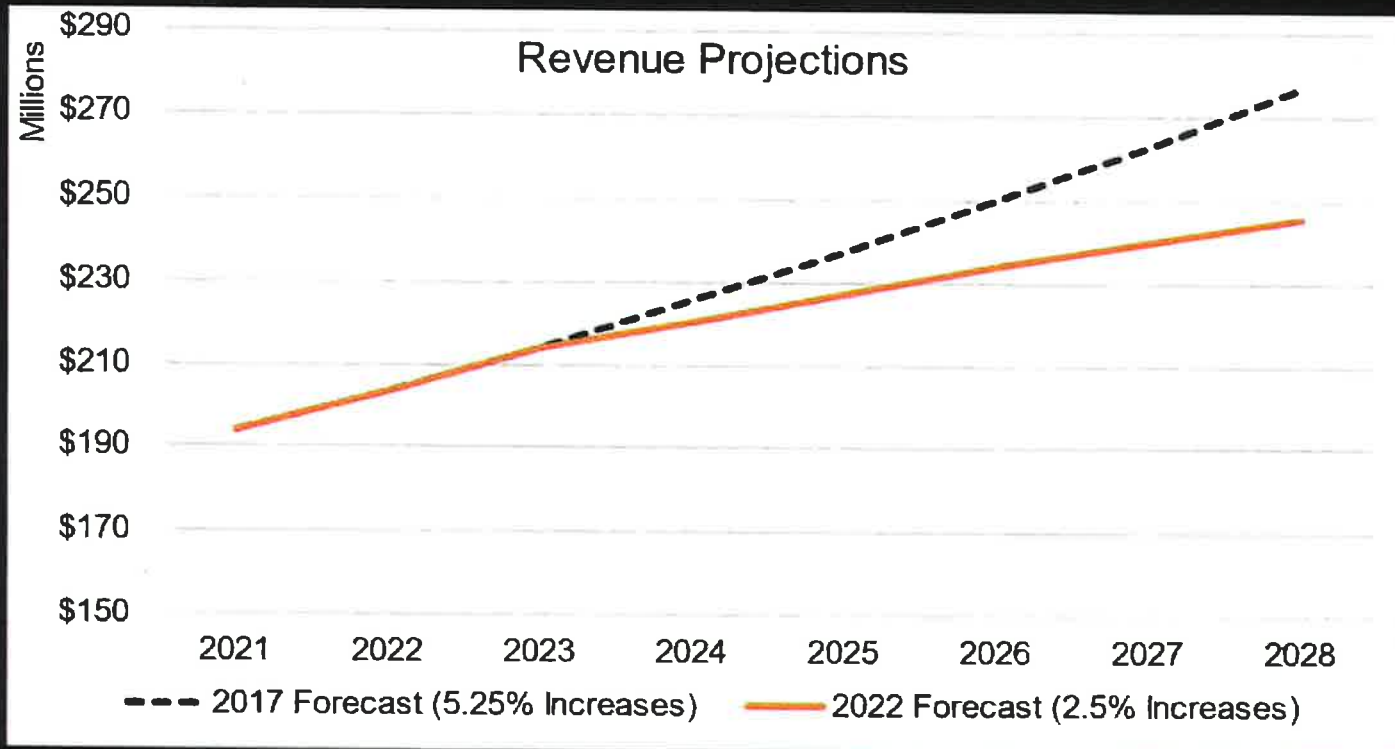


Simple, Equitable & Sustainable Rates

- Balance affordability and financial objectives
- Accomplish revenue stability
- Clear communication of costs



Financial Forecast Update





Customer Class Rate Increases

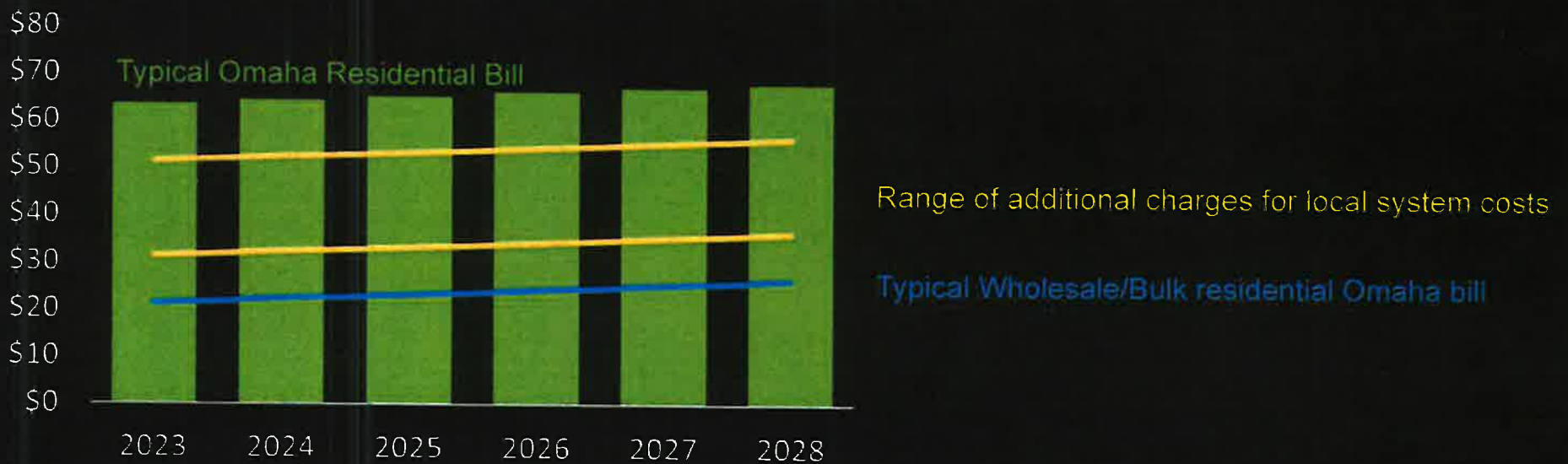


■ 2017 Forecast

■ 2022 Forecast

- Rate increases differ by customer class
 - Wholesale/Bulk I: Flow is measured by single meter
 - Wholesale/Bulk II: Flow is estimated using MUD bills
- Last cost allocation update occurred in 2009
- Changing costs, usage, and growth impact allocations
- Allocations updated based on industry-approved methods
- Maintain equity among customers over the next five years

Monthly Bills - Residential City & Bulk/Wholesale Customers



*Based on 4,000 gallons per month

Customers in bulk/wholesale communities currently pay an additional charge of about \$10 to \$30 dollars per month for services provided by their local utility.

Monthly Bills - Residential City & Bulk/Wholesale Customers

Monthly Bills	2023	2024	2025	2026	2027	2028
Omaha Customer Typical Residential Bill (4,000 gallons)	\$63.60	\$64.48	\$65.38	\$66.28	\$67.20	\$68.13
Wholesale Typical Residential Cost passed on from Omaha*	\$21.28	\$22.21	\$23.18	\$24.19	\$25.24	\$26.34

**Residents in Wholesale communities currently pay an additional \$10 to \$30 dollars per month for local sewer services*

- Omaha Residential bills increase by about \$4.50 over 5-years
- Omaha bills for residents in wholesale communities increase by about \$5.00 over 5-years

Historical Monthly Bills - Residential City & Bulk/Wholesale Customers

Monthly Bills	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Omaha Resident	\$12.67	\$13.80	\$16.89	\$21.57	\$27.08	\$33.97	\$38.21	\$41.59	\$45.27	\$49.25	\$51.83	\$54.55	\$57.42	\$60.43
Wholesale Resident*	\$5.14	\$5.42	\$6.59	\$8.10	\$9.78	\$11.82	\$12.74	\$13.88	\$15.12	\$16.48	\$17.34	\$18.25	\$19.21	\$20.22

*Residents in Wholesale communities currently pay an additional \$10 to \$30 dollars per month for local sewer services

- Omaha Residential bills increase by about \$48 since 2009
- Omaha bills for residents in wholesale communities increase by about \$15 since 2009



How Much?

Financial Plan & Revenue Requirements

Step 1: Financial Planning

Assumptions & Forecasts:

- Customer demands
- Account growth
- Inflation
- Capital costs and project schedules
- Borrowing terms

Policy Decisions:

- Reserve requirements
 - Operating Reserve
 - Capital Reserve
- Key performance indicators and targets
 - Debt service coverage
 - Days cash on hand
- Capital funding sources
 - Cash
 - Revenue Bonds
 - SRF Loans
 - WIFIA Loan

The image shows a screenshot of a Fitch Ratings report titled "U.S. Water and Sewer Rating Criteria". The report is categorized under "Public Finance" and "Water & Sewer / U.S.A.". It includes a table of contents on the left, a "Scope" section, and a "Related Criteria" section. A large 3D pie chart graphic is overlaid on the right side of the page, with a blue water drop icon above it. The text "Cash Reserve Policy Guidelines" is overlaid at the bottom of the page.

Fitch Ratings Public Finance
Water & Sewer / U.S.A.
U.S. Water and Sewer Rating Criteria
Sector-Specific Criteria

Table of Contents:

Issue This Report	Page
Scope	1
Key Rating Drivers	2
Revenue Certainty	3
Operating Costs	4
Capital Expenditures	5
Debt Structure	6
Other	7
U.S. Water and Sewer Rating Criteria	8
Appendix A: Key Metrics Used in the Rating Process	9
Appendix B: Water and Sewer Management Practices	10

Scope

The report provides U.S. Water and Sewer Rating Criteria, dated Nov. 12, 2011.

Related Criteria

Rating Criteria for Public Sector Revenue-Dependent Debt (February 2010)
U.S. Public Finance Top-Supplier Rating Criteria (July 2010)

Analysis

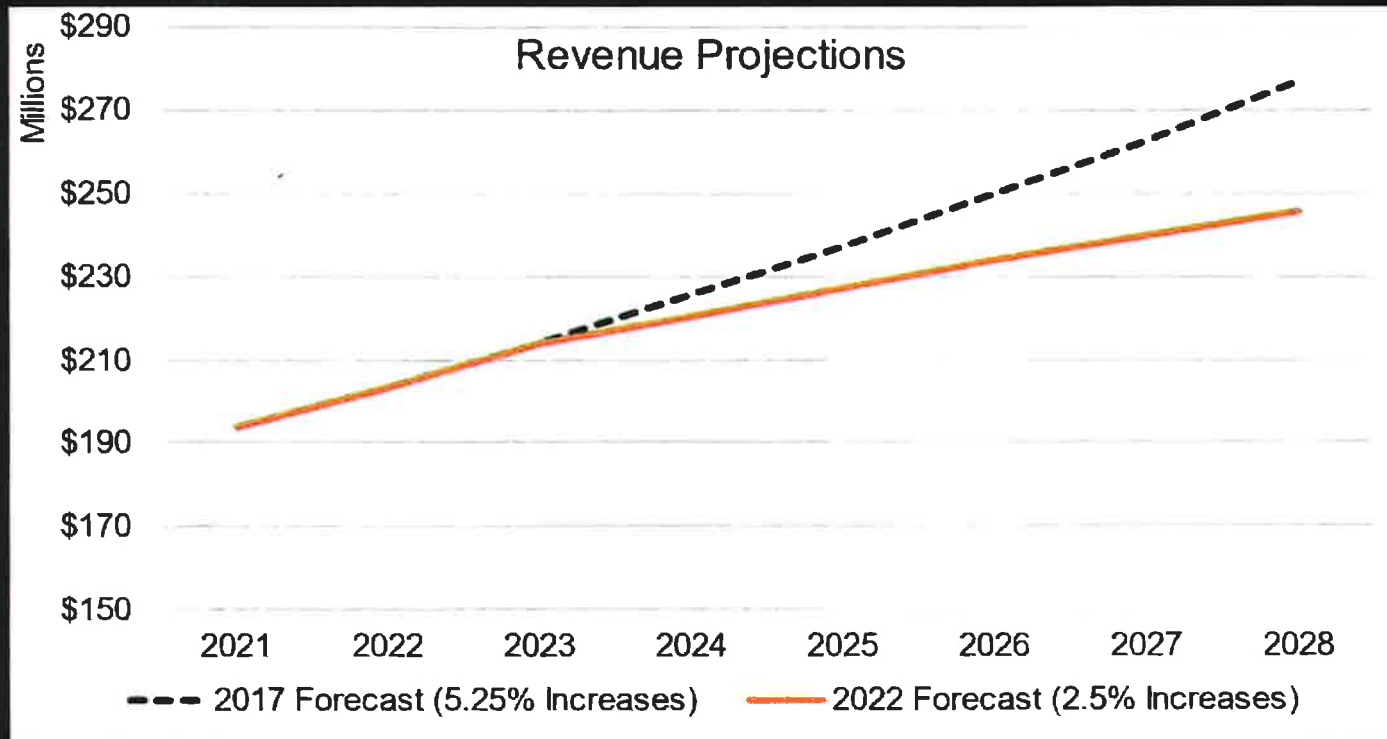
David S. Lee
+1 312 218-4000
dslee@fitchratings.com

James Roberts
+1 312 218-4000
jroberts@fitchratings.com

Cash Reserve Policy Guidelines



Financial Forecast Update





Drivers of Financial Forecast

Operations:

- Finance Department budget management
- Public Works Department ongoing optimization
- Efficiencies in operations
- Historical and future customer base expansion from bulk customers
- Resource recovery revenue generation

Capital Improvement Program:

- CSO Program success
- Nutrient regulations
- Improved technology
- Optimization of low-cost financing (SRF loans)
- Focus on water resource recovery facility (WRRF) projects to protect economic growth

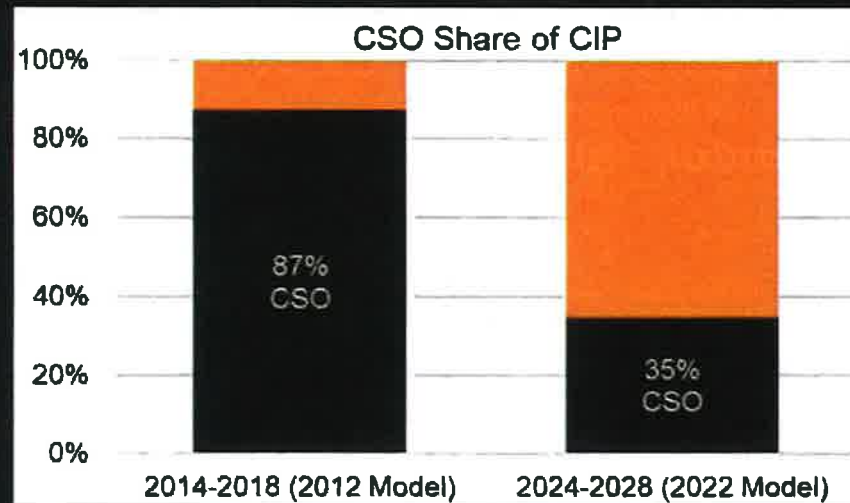


Changes in Cost Drivers

12

2014-18 ordinance developed in 2012 vs 2024-28 ordinance in 2022:

- Shift from Combined Sewer Overflow (CSO) focus to treatment focus in CIP
 - Facilities Master Plan identifies major treatment facility needs
 - Interceptor upgrades maintain and protect level of service
 - Impacts both capital and O&M
 - CSO and treatment costs allocated to customers differently





From Whom?

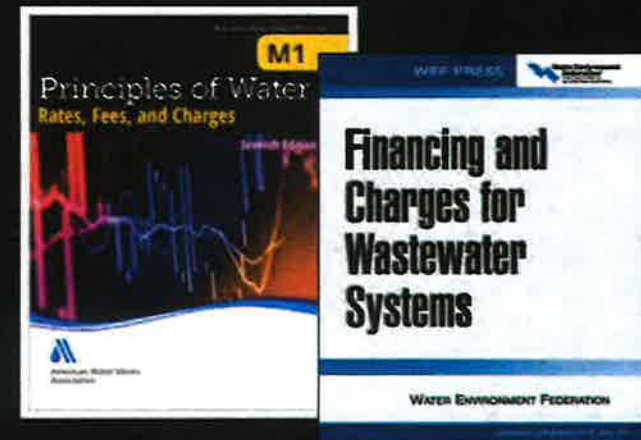
Cost-of-Service Analysis

Step 2: Cost Allocations

14

- Utilities are made up of different functions that drive costs
- Different customer types use the system functions differently and, as a result, the costs to serve these customer types can and do vary
- Studies use estimates for customer demands and wastewater strengths based on available data that can be updated in the future as information becomes available

"By the book" approaches



Goal: Determine the **cost to serve** each class and collect revenue from each class consistent with the cost of providing service and meeting City objectives.



Changes in Cost Allocations

Cost allocations last updated in 2009

Treatment portion of CIP allocated more to flow & strength

- *Yields increased allocation to customer classes with a higher proportion of variable revenue*

Portion of treatment and CSO CIP allocated uniformly to all connections

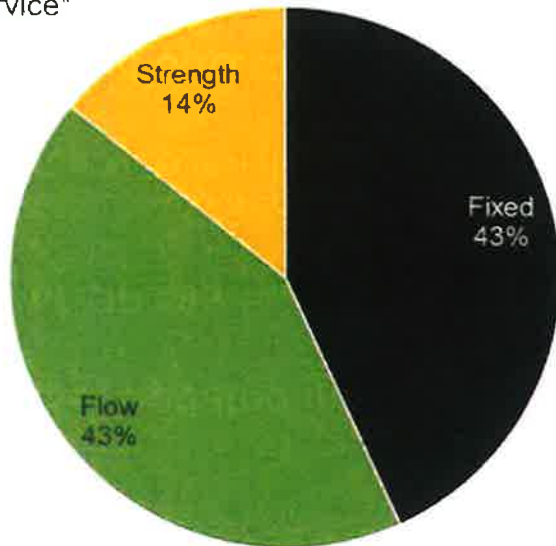
- *Allocates a share of capital costs for environmental quality to all residents & businesses*



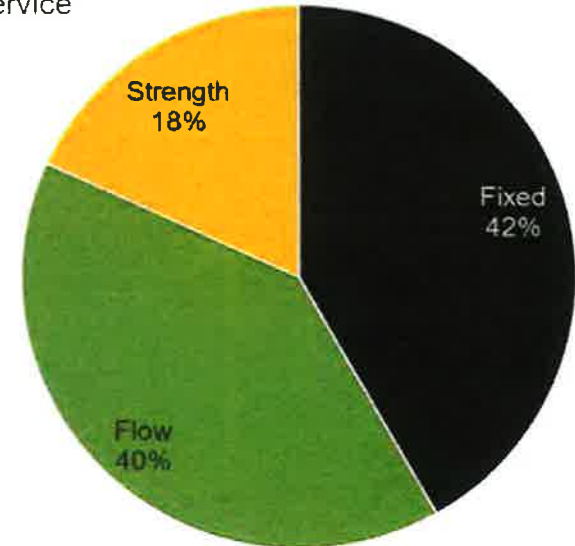


Rebalancing Costs of Service – 2021 vs 2028

2021 Cost of Service*



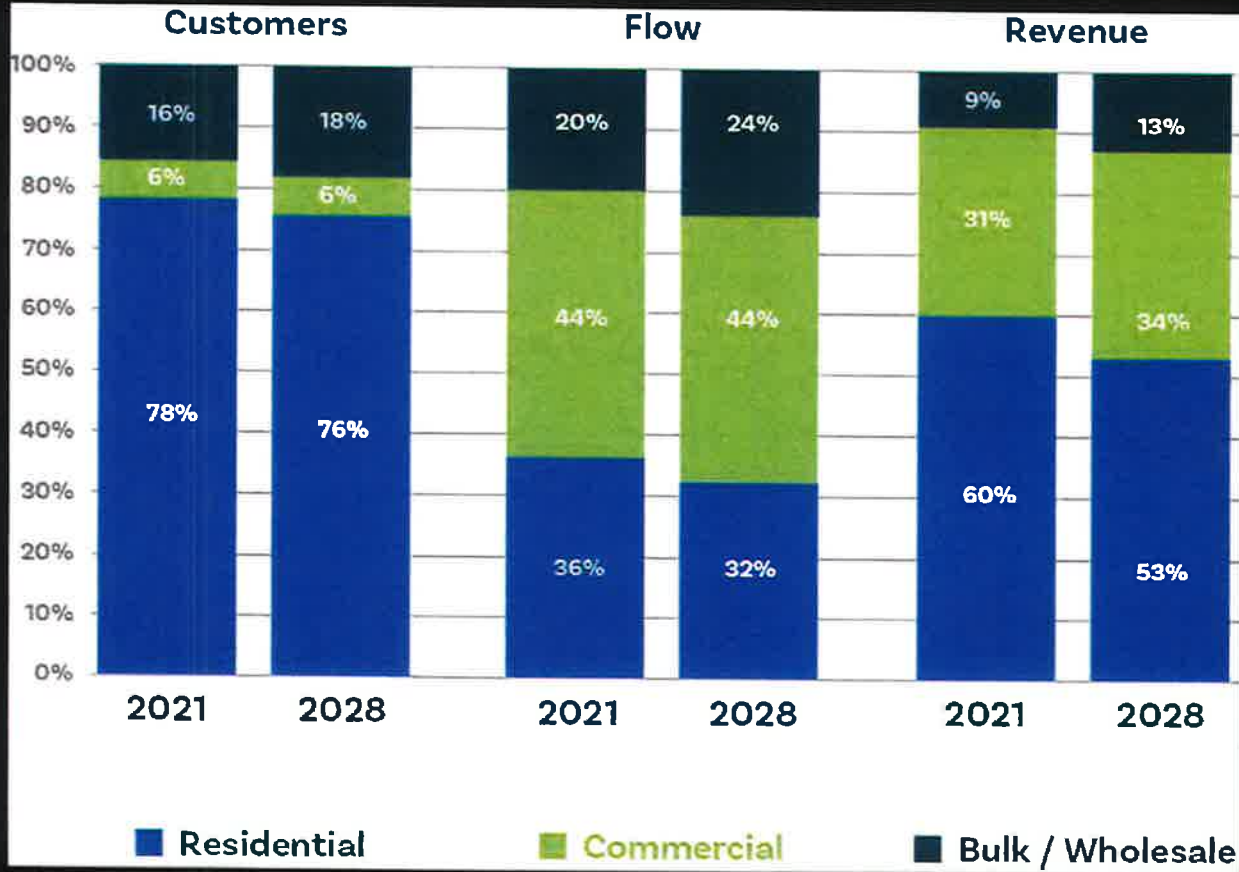
2028 Cost of Service



* Estimated COS based on 2021 Revenue & Billing Units



Customer Characteristics - 2021 vs 2028





How to Collect?

Rate Structure Design

Step 3: Rate Design

Typical Focus

Customer Charges

- Administrative, billing, customer service, & some fixed costs

Flow Rates

- Flow-related and typical wastewater strength costs

Facilities Charge

- Portion of commercial/industrial flow-related costs

Abnormal Strength Charges

- High pollutant strength

Typically charged only to commercial & industrial customers



Rate Ordinance: Customer and Flow Charges

	Customer Charge per month					
<i>Customer Type</i>	2023	2024	2025	2026	2027	2028
Residential	\$ 43.29	\$ 43.89	\$ 44.50	\$ 45.12	\$ 45.74	\$ 46.38
General Commercial	\$ 20.51	\$ 21.21	\$ 21.94	\$ 22.69	\$ 23.46	\$ 24.27
Large Commercial	\$ 20.60	\$ 21.30	\$ 22.03	\$ 22.79	\$ 23.57	\$ 24.37
General Industrial	\$ 1,121.55	\$ 1,159.92	\$ 1,199.61	\$ 1,240.66	\$ 1,283.11	\$ 1,327.01
Large Industrial	\$ 1,121.55	\$ 1,159.92	\$ 1,199.61	\$ 1,240.66	\$ 1,283.11	\$ 1,327.01
Bulk I sewer	\$ 756.23	\$ 789.18	\$ 823.56	\$ 859.45	\$ 896.89	\$ 935.97
Bulk II sewer	\$ 6.20	\$ 6.47	\$ 6.75	\$ 7.05	\$ 7.35	\$ 7.67
	Flow Charge per 100 cubic ft					
<i>Customer Type</i>	2023	2024	2025	2026	2027	2028
Residential	\$ 3.798	\$ 3.851	\$ 3.904	\$ 3.958	\$ 4.013	\$ 4.069
Commercial and Industrial Users	\$ 2.060	\$ 2.130	\$ 2.203	\$ 2.279	\$ 2.357	\$ 2.437
Bulk Users	\$ 2.821	\$ 2.944	\$ 3.072	\$ 3.206	\$ 3.346	\$ 3.492



Non-Residential: Facilities & Abnormal Strength Charges

Meter Size	Facilities Charges					
	2023	2024	2025	2026	2027	2028
5/8"	\$ 45.37	\$ 46.92	\$ 48.53	\$ 50.19	\$ 51.91	\$ 53.68
3/4"	\$ 67.73	\$ 70.05	\$ 72.44	\$ 74.92	\$ 77.49	\$ 80.14
1"	\$ 113.10	\$ 116.97	\$ 120.97	\$ 125.11	\$ 129.39	\$ 133.82
1.5"	\$ 225.53	\$ 233.25	\$ 241.23	\$ 249.48	\$ 258.02	\$ 266.85
2"	\$ 360.97	\$ 373.32	\$ 386.09	\$ 399.30	\$ 412.97	\$ 427.10
3"	\$ 790.35	\$ 817.39	\$ 845.36	\$ 874.28	\$ 904.20	\$ 935.13
4+"	\$1,422.23	\$1,470.89	\$1,521.22	\$1,573.27	\$1,627.10	\$1,682.77

	Abnormal charge for all service users, sum of following					
	2023	2024	2025	2026	2027	2028
For abnormal BOD, per ton [>240 mg/l]	\$ 509.75	\$ 540.25	\$ 572.58	\$ 606.84	\$ 643.16	\$ 681.64
For abnormal suspended solids, per ton [>300 mg/l]	\$ 323.96	\$ 343.35	\$ 363.89	\$ 385.67	\$ 408.74	\$ 433.20



Other Charges and Fees

<i>Per Rate Ordinance</i>	Other charges and fees					
	2023	2024	2025	2026	2027	2028
Charge per day for extra sampling days	\$ 807.53	\$ 831.75	\$ 856.71	\$ 882.41	\$ 908.88	\$ 936.15
Charge for installation of a temporary primary device	\$ 1,583.56	\$ 1,631.06	\$ 1,680.00	\$ 1,730.40	\$ 1,782.31	\$ 1,835.78
Industrial pretreatment monitoring charge, per month	\$ 96.57	\$ 99.46	\$ 102.45	\$ 105.52	\$ 108.69	\$ 111.95
Charge for septic tank contents disposal, per 1,000 gallons	\$ 38.94	\$ 41.21	\$ 43.61	\$ 46.15	\$ 48.84	\$ 51.69
City of Omaha hand billing charge	\$ 15.48	\$ 15.94	\$ 16.42	\$ 16.91	\$ 17.42	\$ 17.95
Reinspection fee	\$ -	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55
Residential Stormwater Fee	\$ 0.98	TBD				
Comm/Ind Stormwater Fee	\$ 1.58					

Monthly Bills - Residential City & Bulk/Wholesale Customers

Monthly Bills	2023	2024	2025	2026	2027	2028
Omaha Customer Typical Residential Bill (4,000 gallons)	\$63.60	\$64.48	\$65.38	\$66.28	\$67.20	\$68.13
Wholesale Typical Residential Cost passed on from Omaha*	\$21.28	\$22.21	\$23.18	\$24.19	\$25.24	\$26.34

**Residents in Wholesale communities currently pay an additional \$10 to \$30 dollars per month for local sewer services*

- Omaha Residential bills increase by about \$4.50 over 5-years
- Omaha bills for residents in wholesale communities increase by about \$5.00 over 5-years



Summary of 2021 Cost-of-Service Rate Study

24



- Revenue requirement forecast less than projected
- Proposed rate increases across customer classes less than projected
- Drivers of changes:
 - CIP change from CSO to WRRF requirements
 - Nutrient removal requirements, ammonia, flow-based improvements, biogas*, technology enhancements
 - Increases in O&M costs
 - Chemical costs
 - Retention treatment basin (HRT) costs
 - Efficiencies in O&M costs
 - Addition of bulk I customer



Carol Malesky

Senior Principal

(330) 271-9125

Carol.Malesky@Stantec.com

Thank You/Questions

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ORDINANCE NO. 4138

AN ORDINANCE TO AMEND SECTION 30-137 OF THE BELLEVUE MUNICIPAL CODE ESTABLISHING MINIMUM MONTHLY SEWER CHARGES FOR RESIDENTIAL AND COMMERCIAL USERS IN THE CITY OF BELLEVUE; TO REPEAL SECTION 30-137 OF THE BELLEVUE MUNICIPAL CODE AS HERETOFOREEXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 30-137 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 30-137. Same-Minimum monthly charges.

(A) For all residential and commercial users, the minimum monthly charge shall be nineteen dollars and ninety-five cents (\$19.95) for the first two CCF (hundred cubic feet) of water used, plus four dollars and eighty cents (\$4.80) for each additional CCF (hundred cubic feet) of water used.

(B) Effective January 1, 2024 for all residential and commercial users, the minimum monthly charge shall be twenty dollars and ninety cents (\$20.90) for the first two CCF (hundred cubic feet) of water used, plus five dollars and three cents (\$5.03) for each additional CCF (hundred cubic feet) of water used.

(C) Effective January 1, 2025 for all residential and commercial users, the minimum monthly charge shall be twenty-one dollars and eighty-four cents (\$21.84) for the first two CCF (hundred cubic feet) of water used, plus five dollars and twenty-six cents (\$5.26) for each additional CCF (hundred cubic feet) of water used.

(D) Effective January 1, 2026 for all residential and commercial users, the minimum monthly charge shall be twenty-two dollars and eighty-two cents (\$22.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and fifty cents (\$5.50) for each additional CCF (hundred cubic feet) of water used.

(E) Effective January 1, 2027 for all residential and commercial users, the minimum monthly charge shall be twenty-three dollars and eighty-two cents (\$23.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and seventy-four cents (\$5.74) for each additional CCF (hundred cubic feet) of water used.

(F) Effective January 1, 2028 for all residential and commercial users, the minimum monthly charge shall be twenty-four dollars and eighty-nine cents (\$24.89) for the first two CCF (hundred cubic feet) of water used, plus six dollars (\$6.00) for each additional CCF (hundred cubic feet) of water used.

Section 2. This Ordinance shall take effect and be in full force from and after its passage, approval, and publication as provided by law.

Adopted by the Mayor and City Council this _____ day of _____, 20__.

Mayor

ATTEST:

City Clerk

First Reading _____

1 Second Reading _____
2 Third Reading _____
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6 APPROVED AS TO FORM:
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9 _____
10 City Attorney
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(B) Effective January 1, 2024 for all residential and commercial users, the minimum monthly charge shall be twenty dollars and ninety cents (\$20.90) for the first two CCF (hundred cubic feet) of water used, plus five dollars and three cents (\$5.03) for each additional CCF (hundred cubic feet) of water used.

(C) Effective January 1, 2025 for all residential and commercial users, the minimum monthly charge shall be twenty-one dollars and eighty-four cents (\$21.84) for the first two CCF (hundred cubic feet) of water used, plus five dollars and twenty-six cents (\$5.26) for each additional CCF (hundred cubic feet) of water used.

(D) Effective January 1, 2026 for all residential and commercial users, the minimum monthly charge shall be twenty-two dollars and eighty-two cents (\$22.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and fifty cents (\$5.50) for each additional CCF (hundred cubic feet) of water used.

(E) Effective January 1, 2027 for all residential and commercial users, the minimum monthly charge shall be twenty-three dollars and eighty-two cents (\$23.82) for the first two CCF (hundred cubic feet) of water used, plus five dollars and seventy-four cents (\$5.74) for each additional CCF (hundred cubic feet) of water used.

(F) Effective January 1, 2028 for all residential and commercial users, the minimum monthly charge shall be twenty-four dollars and eighty-nine cents (\$24.89) for the first two CCF (hundred cubic feet) of water used, plus six dollars (\$6.00) for each additional CCF (hundred cubic feet) of water used.

~~For all residential and commercial users, the minimum monthly charge shall be fourteen dollars and thirty one cents (\$14.31) for the first two CCF (hundred cubic feet) of water used, plus three dollars and forty four cents (\$3.44) for each additional CCF (hundred cubic feet) of water used.~~

~~Effective January 1, 2019 for all residential and commercial users, the minimum monthly charge shall be fifteen dollars and forty five cents (\$15.45) for the first two CCF (hundred cubic feet) of water used, plus three dollars and seventy two cents (\$3.72) for each additional CCF (hundred cubic feet) of water used.~~

~~Effective January 1, 2020 for all residential and commercial users, the minimum monthly charge shall be sixteen dollars and sixty eight cents (\$16.68) for the first two CCF (hundred cubic feet) of water used, plus four dollars and two cents (\$4.02) for each additional CCF (hundred cubic feet) of water used.~~

~~Effective January 1, 2021 for all residential and commercial users, the minimum monthly charge shall be seventeen dollars and sixty nine cents (\$17.69) for the first two CCF (hundred cubic feet) of water used, plus four dollars and twenty six cents (\$4.26) for each additional CCF (hundred cubic feet) of water used.~~

1 ~~Effective January 1, 2022 for all residential and commercial users, the minimum monthly~~
2 ~~charge shall be eighteen dollars and seventy nine cents (\$18.79) for the first two CCF (hundred~~
3 ~~cubic feet) of water used, plus four dollars and fifty two cents (\$4.52) for each additional CCF~~
4 ~~(hundred cubic feet) of water used.~~

5
6 ~~Effective January 1, 2023 for all residential and commercial users, the minimum monthly~~
7 ~~charge shall be nineteen dollars and ninety five cents (\$19.95) for the first two CCF (hundred~~
8 ~~cubic feet) of water used, plus four dollars and eighty cents (\$4.80) for each additional CCF~~
9 ~~(hundred cubic feet) of water used.~~

10
11
12 Section 2. This Ordinance shall take effect and be in full force from and after its passage,
13 approval, and publication as provided by law.

14
15 Adopted by the Mayor and City Council this _____ day of _____, 20__.

16
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19 _____
20 Mayor

21 ATTEST:

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25 _____
26 City Clerk

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29 First Reading _____
30 Second Reading _____
31 Third Reading _____
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35 APPROVED AS TO FORM:

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38 _____
39 City Attorney
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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
12/19/2023

COUNCIL MEETING DATE: December 5, 2023		SUBMITTED BY: Tammi Palm, Planning 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:

Request to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS, for the purpose of existing single-family residential; and small subdivision plat Lots 1 and 2, The Shadows Replat II. Applicant: Amanda Iwansky. General location: 215 Bellevue Blvd. S.

SYNOPSIS/BACKGROUND:

Amanda Iwansky, on behalf of Wendy Gibson, is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, The Shadows Replat II, for the purpose of a lot line adjustment for existing single-family residential development. Proposed Lot 1 will be zoned RS-120, and Proposed Lot 2 will be zoned RS-120-PS to stay consistent with their current zonings/neighborhoods. The applicant stated several decades ago Wendy Gibson purchased property to the east of 215 Bellevue Boulevard South, and it was recently discovered this sale was never recored with the Register of Deeds. This platting and rezoning will correct this issue and facilitate the sale of the property.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval of this request.

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4139"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Amanda Iwansky
CASE #'s: Z-2310-18, S-2310-15
CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, and Part of Lot 159, Fontenelle Hills II, and Lots 12B and 13, The Shadows, all located in the Northwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-120 & RS-120-PS to RS-120 and RS-120-PS for the purpose of existing single-family residential and small subdivision plat of Lots 1 and 2, The Shadows Replat II.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

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

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor-Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Perrin						
	Bennett						

Planning Commission Hearing (s) was held on: November 16, 2023

**CITY OF BELLEVUE
PLANNING DEPARTMENT**

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2310-18
S-2310-15

FOR HEARING OF:
REPORT #1: November 16, 2023
REPORT #2: December 19, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Amanda Iwansky
10623 Boyd Street
Omaha, NE 68134

B. PROPERTY OWNERS:

Wendy Gibson
1607 Bellevue Blvd N
Bellevue, NE 68005

Fa Properties, LLC
215 Bellevue Blvd S
Bellevue, NE 68005

Freeman Company Inc.
1021 Galvin Rd S
Bellevue, NE 68005

C. GENERAL LOCATION:

215 Bellevue Blvd S

D. LEGAL DESCRIPTION:

Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II, and Lots 12B and 13, The Shadows, all located in the Northwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, The Shadows Replat II, from RS-120 and RS-120-PS to RS-120 and RS-120-PS.
2. Small Subdivision Plat Lots 1 and 2, The Shadows Replat II.

F. EXISTING ZONING AND LAND USE:

RS-120-PS and RS-120, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone and small subdivision plat for the purpose of a lot line adjustment for an existing single-family development.

H. SIZE OF SITE:

The site is approximately 4.34 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is presently developed with a single-family residence built in 1979, a detached garage, and a paved area for parking to the rear of the residence. Proposed Lot 2 is presently undeveloped.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** RS-120, Single-Family Residential
2. **East:** RS-120-PS, Single-Family Residential (vacant)
3. **South:** RS-120, Single-Family Residential
4. **West:** RS-120/RE, Single-Family Residential/Residential Estates (across Bellevue Blvd South)

C. RELEVANT CASE HISTORY:

On November 16, 2023, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, and Part of Lot 159, Fontenelle Hills II, and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS and small subdivision plat Lots 1 and 2, The Shadows Replat II.

D. APPLICABLE REGULATIONS:

1. Section 5.08, Zoning Ordinance, regarding RS-120 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding -PS Planned Subdivision District.
3. 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 low density residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data available for this location.
2. Each property presently has access from private driveways: Lot 1 from Bellevue Boulevard South and Lot 2 from Shadow Road.

D. UTILITIES:

All utilities are available to this development.

E. ANALYSIS:

1. Amanda Iwansky, on behalf of Wendy Gibson, is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, The Shadows Replat II, for the purpose of a lot line adjustment for existing single-family residential development.
2. The applicant stated several decades ago Wendy Gibson purchased the irregular southwesterly 0.07-acre portion of Lot 13, The Shadows, and the irregular northwesterly 0.11-acre portion of Lot 12B, The Shadows, from the Freeman Company. The applicant/realtor for 215 Bellevue Boulevard South discovered this sale was never recorded with the Register of Deeds. The deed and real estate transfer showing the transfer of ownership from The Freeman Co. to Wendy Gibson was filed with the Sarpy County Register of Deeds office on August 18, 2023.

A proper subdivision through the city was not completed at that time. The small subdivision plat and rezoning is now being requested in order for the sale of the

property to be finalized. A title transfer of proposed Lot 1 cannot be completed without approval of a rezoning and small subdivision plat.

3. Proposed Lot 1 will be zoned RS-120, and Proposed Lot 2 will be zoned RS-120-PS to stay consistent with their current zonings/neighborhoods.

Lot 1 is in conformance with the regulations of the RS-120 zoning district.

Lot 2 will have the following setbacks which were approved with the initial development:

Minimum Front Yard: 20 feet

Minimum Side Yard: 5 feet

Minimum Rear Yard: 20 feet

4. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning, Sarpy County Public Works Department, Sarpy County Deputy Administrator, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Public Works Engineer Matt Knight and Sarpy County Surveyor Michael Sharp requested technical revisions to the plat. These comments have since been satisfied by the applicant's engineer.

No other comments were received on this case.

5. The Future Land Use Map of the Comprehensive Plan shows this area as being low density residential. The request is in conformance with the Comprehensive Plan.

6. The requested small subdivision plat and rezoning will not change the existing conditions on the properties now. Staff does not believe this request will have a negative impact on the surrounding neighborhood.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. **PLANNING COMMISSION RECOMMENDATION**

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

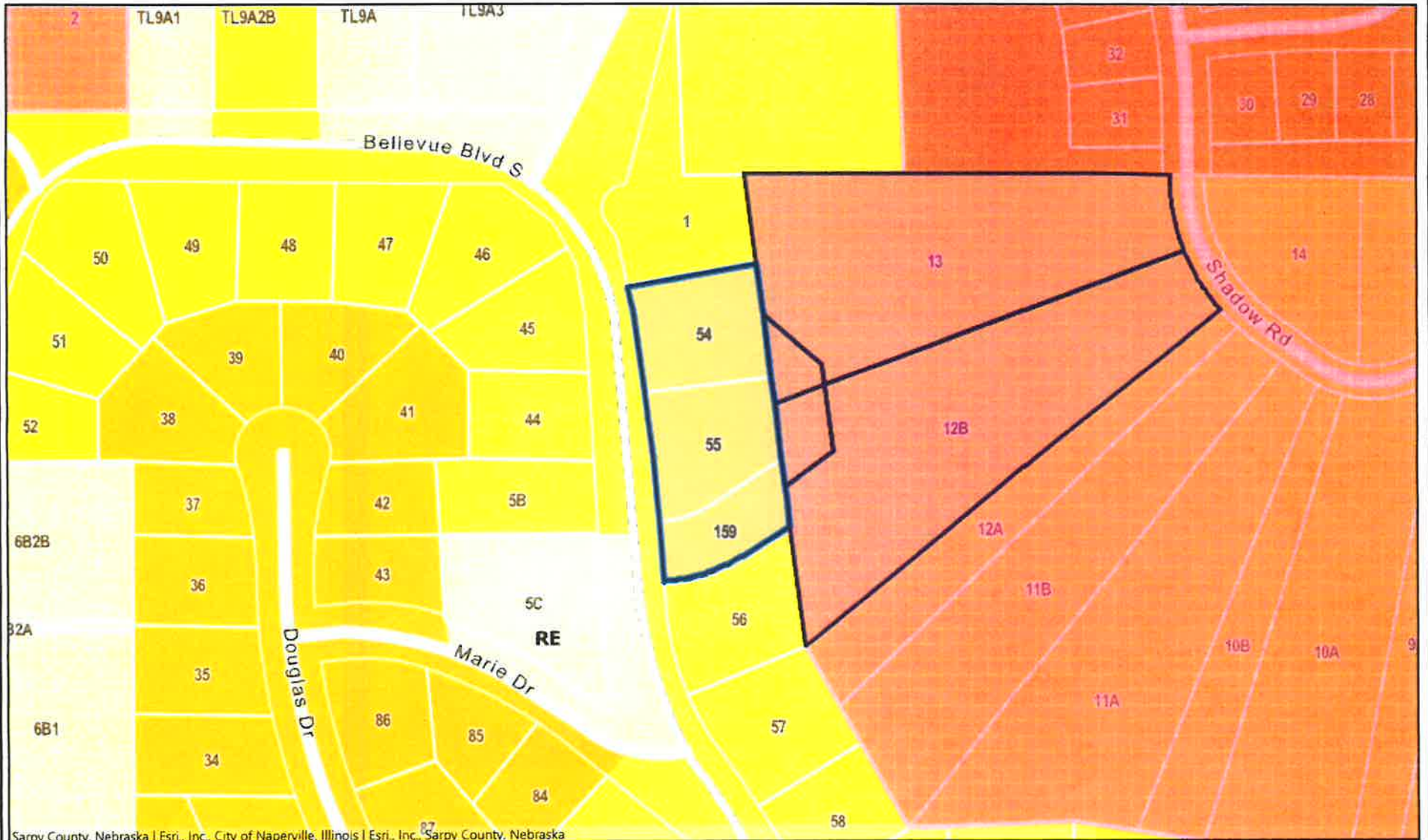
VI. **ATTACHMENTS TO REPORT**

1. Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from the applicant received October 19, 2023
4. Small subdivision plat received November 8, 2023

VII. **COPIES OF REPORT TO:**

1. Amanda Iwansky
2. Hill-Farrell Associates, Inc. (Doug Hill)
3. Wendy Gibson
4. Freeman Co., Inc.
5. Fa Properties, LLC.
6. Public Upon Request

 11/27/23
Planning Director Date

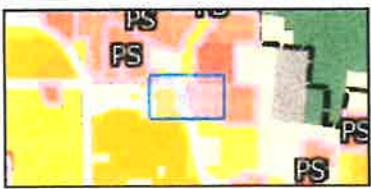


Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska



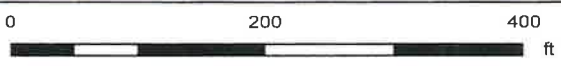
Map Scale 1: 2257

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: 2257

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



City of Bellevue,

Wendy Gibson is requesting rezoning and re-platting for (Parcel 011616487) IRREG SOUTHWESTERLY 0.07 PT LOT 13 THE SHADOWS and (Parcel 011616489) IRREG NORTHWESTERLY 0.11 AC LOT 12B THE SHADOWS.

Background: 35-40 years ago Bob and Wendy Gibson 'purchased' part of Lot 13 The Shadows and part of Lot 12B The Shadows from the Freeman Co. But, the sale was never officially recorded. 35-40 years ago Gibsons proceeded to build a concrete parking slab on the land.

Aug 2023: Wendy Gibson goes to sell her home at 215 Bellevue Blvd S (lot 54, 55, and 159 Fontenelle Hills) and wanted to be able to officially deed over the part of Lot 13 and 12B so that the new owners of 215 Bellevue Blvd S would own the land that the concrete sits on.

Susan Dennis with Freeman Co had the land surveyed to parcel off the land with the concrete slab. Freeman Co deeded over part of Lot 13 and part of 12B to Wendy Gibson in August. Doug Hill was the surveyor and drew out the new parcel lines. Parcel 011616489 (IRREG NORTHWESTERLY 0.11 AC LOT 12B THE SHADOWS) and Parcel 011616487 (IRREG SOUTHWESTERLY 0.07 PT LOT 13 THE SHADOWS). The deed and the real estate transfer statement were filed with Sarpy county recorder's office on Aug 18, 2023 to transfer ownership from The Freeman Co to Wendy Gibson.

Sept 2023: It was discovered that the new parcels that Wendy now owned could not be transferred to the new buyers of 215 Bellevue Blvd S because the title company requires the City of Bellevue to sign off on transfer, in order to provide title insurance on the sale.

The Barreras bought the house and land at 215 Bellevue Blvd S (lot 54, 55, and 159 Fontenelle Hills) from Wendy Gibson on 9/20/23. Wendy Gibson is still the owner of the partial lots 13 and 12B of the Shadows.

In conclusion, the concrete slab that is located on the Freeman Co's land behind 215 Bellevue Blvd is now in Wendy Gibson's name and her home was deeded over to the Barreras. The Barreras would like to receive the land from Wendy while being able to have title insurance on the new parcels. Once that happens, the goal is to combine all parcels into one so the Barreras can have the entire property on one parcel number.

Lot 13 and Lot 12B of The Shadows are currently zoned RS-120 ps. Part of Lot 13 and Part of Lot 12B are applying for rezoning to be RS-120 to match Lot 54, 55, and 159.

I, Amanda Iwansky, am Wendy Gibon's realtor & am the applicant for the rezoning & replatting.

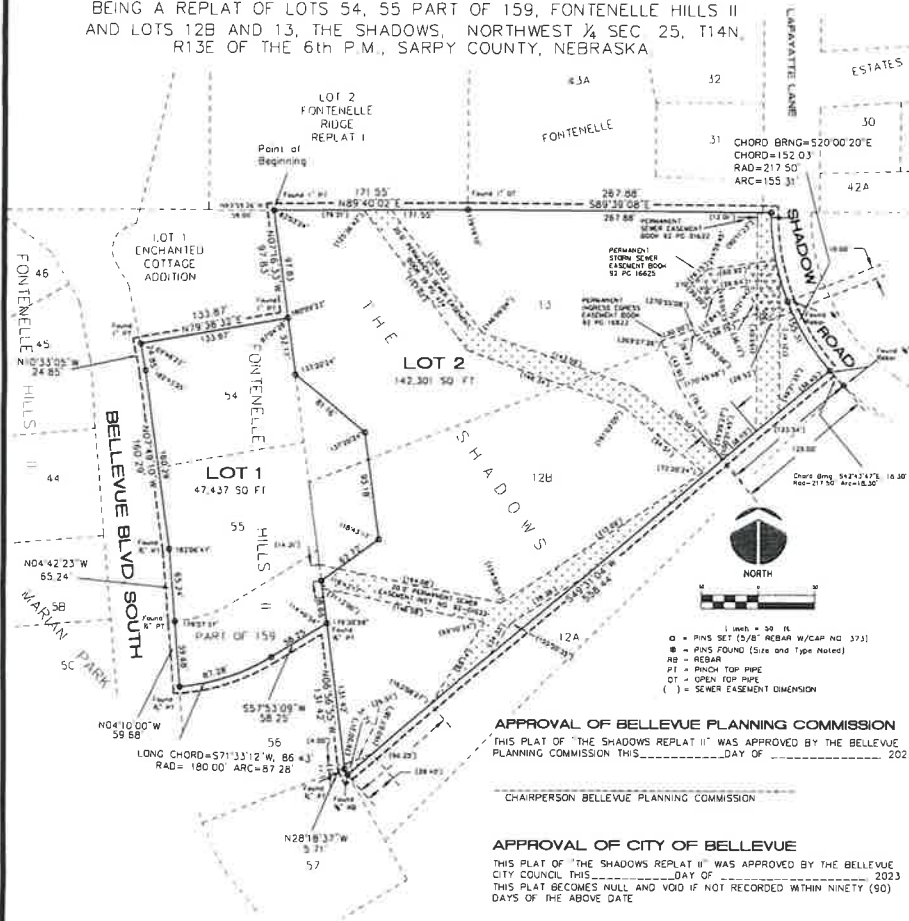
Sincerely,
Amanda Iwansky - NPDodge Real Estate
402-276-1311 - amanda@renschgroup.com

RECEIVED
OCT 19 2023
PLANNING DEPT.

THE SHADOWS REPLAT II

LOT 1 and 2

BEING A REPLAT OF LOTS 54, 55 PART OF 159, FONTENELLE HILLS II AND LOTS 12B AND 13, THE SHADOWS, NORTHWEST ¼ SEC 25, T14N, R13E OF THE 6th P.M., SAPPY 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, 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 "THE SHADOWS REPLAT II" BEING A REPLAT OF LOTS 54, 55 AND PART OF 159, FONTENELLE HILLS II AND LOTS 12B AND 13, THE SHADOWS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SAPPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWEST CORNER OF LOT 13, THE SHADOWS, THENCE N 89°40'02" E (ASSUMED BEARING), 171.55 FEET TO THE SOUTHWEST CORNER OF LOT 43A, FONTENELLE ESTATES, THENCE S 89°39'08" E, 287.88 FEET TO THE NORTHEAST CORNER OF LOT 13, THE SHADOWS, THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT CHORD BEARING S 20°00'20" E, CHORD DISTANCE 152.03 FEET, RADIUS 217.50 FEET, ARC DISTANCE 155.31 FEET TO THE SOUTHWEST CORNER OF LOT 12B, THE SHADOWS, THENCE S 49°31'04" W, 558.44 FEET TO THE SOUTHWEST CORNER OF LOT 12B, THE SHADOWS, THENCE N 28°18'37" W, 5.71 FEET TO THE NORTHEAST CORNER OF LOT 57, FONTENELLE HILLS II, THENCE N 06°56'55" W, 131.42 FEET TO THE NORTHEAST CORNER OF LOT 56, FONTENELLE HILLS II, THENCE S 57°53'09" W, 58.25 FEET TO A POINT OF CURVATURE, THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT CHORD BEARING S 71°33'12" W, CHORD DISTANCE 88.43 FEET, RADIUS 180.00 FEET, ARC DISTANCE 87.28 FEET TO THE NORTHWEST CORNER OF LOT 56, FONTENELLE HILLS II, THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF BELLEVUE BOULEVARD ALONG THE FOLLOWING 4 COURSES: 1) N 04°10'00" W, 59.68 FEET 2) N 04°42'23" W, 65.24 FEET 3) N 07°49'10" W, 160.29 FEET 4) N 10°33'05" W, 24.85 FEET TO THE NORTHWEST CORNER OF LOT 54, FONTENELLE HILLS II, THENCE N 79°38'32" E, 133.87 FEET TO THE NORTHEAST CORNER OF LOT 54, FONTENELLE HILLS II, THENCE N 07°16'33" W, 97.83 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 189,738 SQUARE FEET OR 4.356 ACRES MORE OR LESS.

DATE _____
RONALD D. HILL NE LS NO. 373

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, WENDY S. GIBSON REVOCABLE TRUST, FREEMAN CO INC, A NEBRASKA CORPORATION AND FA PROPERTIES LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "THE SHADOWS REPLAT II", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURUM COMMUNICATIONS INTERNATIONAL, INC AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM BY 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 OR LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HEREIN GRANTED. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITY DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, VALVE, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, AVENUES AND CIRCLES, WHETHER PUBLIC OR PRIVATE, NO PERMANENT BUILDINGS OR RETAINING WALL SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED IN WITNESS WHEREOF WE DO SET OUR NAME THIS _____ DAY OF _____ 2023.

WENDY S. GIBSON REVOCABLE TRUST
BY WENDY S. GIBSON, TRUSTEE

FREEMAN CO INC
BY SUSAN DENNIS, PRESIDENT

FA PROPERTIES LLC
BY REYES BARRERA, MANAGING PARTNER

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SAPPY }

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED WENDY S. GIBSON, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

DATE _____ NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SAPPY }

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED SUSAN DENNIS PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

DATE _____ NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SAPPY }

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED SUSAN DENNIS PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

DATE _____ NOTARY PUBLIC

APPROVAL OF BELLEVUE PLANNING COMMISSION
THIS PLAT OF "THE SHADOWS REPLAT II" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____ 2023.

CHAIRPERSON BELLEVUE PLANNING COMMISSION _____

APPROVAL OF CITY OF BELLEVUE
THIS PLAT OF "THE SHADOWS REPLAT II" 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 _____

COUNTY TREASURER'S CERTIFICATION
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATE _____ COUNTY TREASURER _____

REVIEW BY SAPPY COUNTY PUBLIC WORKS
THIS PLAT OF "THE SHADOWS REPLAT II" WAS REVIEWED BY THE SAPPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____ 2023.

SAPPY COUNTY SURVEYOR/ENGINEER _____

RECEIVED
NOV 08 2023
PLANNING DEPT.

SURVEY: RCH/JRH
BK-CAL/C
DRAWN: RCH
DATE: 08/23/2023
10/03/2023
11/08/2023

THE SHADOWS REPLAT II
ADMINISTRATIVE SUBDIVISION PLAT
NE1/4 SEC. 25, T14N, R13E, OF THE 6th P.M.
SAPPY COUNTY, NEBRASKA

HILL-FARRELL ASSOCIATES, INC.
L.L.P.
SURVEYORS
1402 Helen Lane Road, Bellevue, NE 68005 (402) 281-6100

PROJECT NO
SHADOWS II

ORDINANCE NO. 4139

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 215 BELLEVUE BOULEVARD SOUTH, 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, The Shadows Replat II, located in the Northwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RS-120 (Single-Family Residential, 12,000 Square Foot Zone) and RS-120-PS (Single-Family Residential, 12,000 Square Foot Zone – Planned Subdivision) to RS-120 (Single-Family Residential, 12,000 Square Foot Zone); AND

Lot 2, The Shadows Replat II, located in the Northwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RS-120 (Single-Family Residential – 12,000 Square Foot Zone) and (RS-120-PS (Single-Family Residential, 12,000 Square Foot Zone – Planned Subdivision) to RS-120-PS (Single-Family Residential, 12,000 Square Foot Zone – Planned Subdivision).

(Amanda Iwansky)

Section 2. This ordinance shall not take effect until such time as the final plat of The Shadows Replat II, 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 _____, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

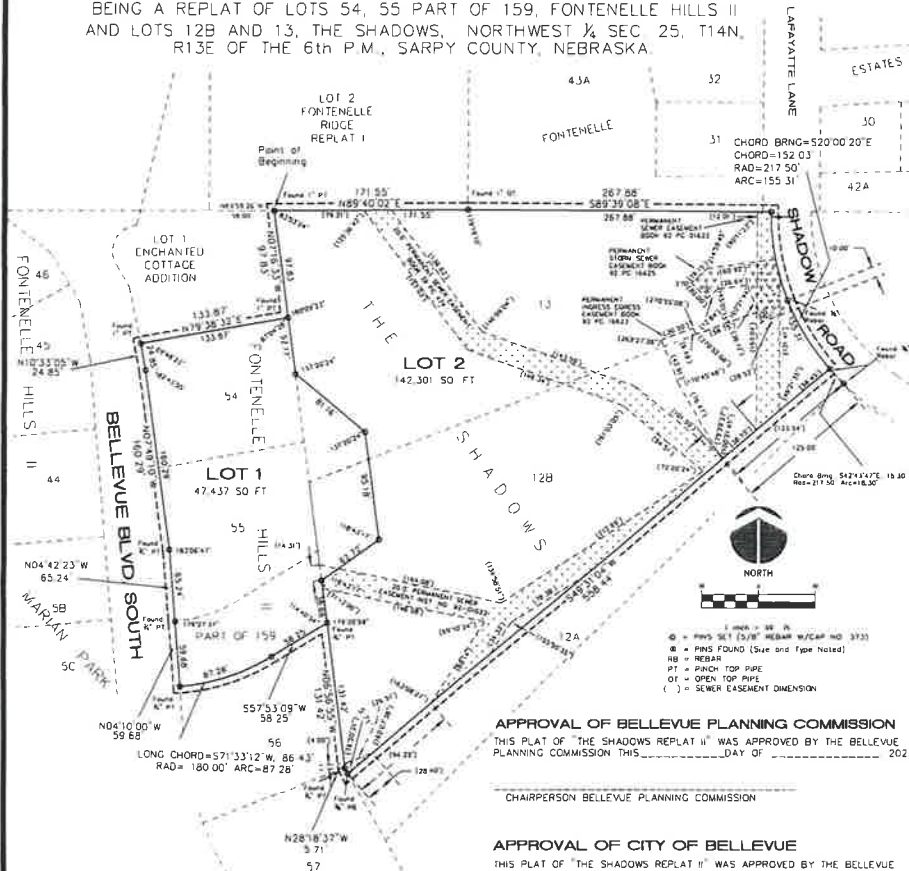
Second Reading: _____

Third Reading: _____

THE SHADOWS REPLAT II

LOT 1 and 2

BEING A REPLAT OF LOTS 54, 55 PART OF 159, FONTENELLE HILLS II AND LOTS 12B AND 13, THE SHADOWS, NORTHWEST ¼ SEC. 25, T14N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA.



SURVEYOR'S CERTIFICATE

I, RONALD D HILL, THE NEBRASKA REGISTERED LAND SURVEYOR NO. 373, DULY REGISTERED UNDER THE LAND SURVEYORS REGULATION ACT, 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 SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY IN "THE SHADOWS REPLAT II" BEING A REPLAT OF LOTS 54, 55 AND PART OF 159, FONTENELLE HILLS II AND LOTS 12B AND 13, THE SHADOWS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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DATE: _____
RONALD D HILL NE LS NO 373

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, WENDY S GIBSON REVOCABLE TRUST, FREEMAN CO INC, A NEBRASKA CORPORATION AND FA PROPERTIES LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "THE SHADOWS REPLAT II", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK COMMUNICATIONS INTERNATIONAL, 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 OR LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HEREIN GRANTED. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITY DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, VALVE AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, AVENUES AND CIRCLES, WHETHER PUBLIC OR PRIVATE, NO PERMANENT BUILDINGS OR RETAINING WALL SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED IN WITNESS WHEREOF WE DO SET OUR NAME THIS _____ DAY OF _____ 2023.

WENDY S GIBSON REVOCABLE TRUST BY WENDY S GIBSON, TRUSTEE
FREEMAN CO INC BY SUSAN DENNIS, PRESIDENT
FA PROPERTIES LLC BY REYES BARRERA, MANAGING PARTNER

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SARPY } 55

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED WENDY S GIBSON, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

DATE _____ NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SARPY } 55

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED SUSAN DENNIS PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

DATE _____ NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SARPY } 55

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED REYES BARRERA PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

DATE _____ NOTARY PUBLIC

APPROVAL OF BELLEVUE PLANNING COMMISSION
THIS PLAT OF "THE SHADOWS REPLAT II" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____ 2023.

CHAIRPERSON BELLEVUE PLANNING COMMISSION _____

APPROVAL OF CITY OF BELLEVUE
THIS PLAT OF "THE SHADOWS REPLAT II" 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 _____

COUNTY TREASURER'S CERTIFICATION
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

DATE _____ COUNTY TREASURER _____

REVIEW BY SARPY COUNTY PUBLIC WORKS
THIS PLAT OF "THE SHADOWS REPLAT II" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____ 2023.

SARPY COUNTY SURVEYOR/ENGINEER _____

RECEIVED
NOV 08 2023
PLANNING DEPT.

SURVEY: RCH/JRH
BK-7311-1
DRAWN: RCH
DATE: 09/23/2023
10/19/2023
11/03/2023
11/08/2023

THE SHADOWS REPLAT II
ADMINISTRATIVE SUBDIVISION PLAT
NE1/4 SEC. 25, T14N, R13E OF THE 6th P.M.
SARPY COUNTY, NEBRASKA

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
14402 Midline Road, Blair, NE 68003 (402) 901-6100

PROJECT NO
SHADOWS II

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12b.
12/19/2023

COUNCIL MEETING DATE: December 5, 2023		SUBMITTED BY: Tammi Palm, Planning 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:

Request to annex Tax Lot 18, located in Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.
Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to annex a number of unincorporated lots adjacent to the existing city limits. The lots have been divided into four geographical areas and labeled as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

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 have recommended approval of this annexation request.

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|----------------------------|
| 1. PC Recommendation | 2. Staff Report | 3. Ord. No. 4140 - Area #1 |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to annex Tax Lot 18, located in the Southwest $\frac{1}{4}$ of Section 23, T13N, R13E, of the 6th P.M., Sarp County, NE, and all abutting rights-of-way.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon the natural growth and development of the city.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor -Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Perrin						
	Bennett						

Planning Commission Hearing (s) was held on: November 16, 2023



CITY OF BELLEVUE
Planning Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3026

To: City Council
Mayor Hike
City Administrator Ristow
From: Tammi Palm, Planning Director
Angela Curry, Assistant Planning Manager
Date: November 28, 2023
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex unincorporated lots adjacent to the existing city limits. We have divided the lots into four geographical areas and have labeled them as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

FINANCIAL ANALYSIS

The unincorporated lots will add \$3,823,580 in valuation.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 16 parcels and 7 dwelling units. The population estimate of 18 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$317,015 for the current

budget year. Below is a summary of those comments; full responses are attached to this report.

Parks Department – no existing parks or park facilities in this area currently. Jim Shada, Parks and Recreation Director, stated the proposed annexation would have very little effect on the Parks and Recreation Departments.

Wastewater – Sewer infrastructure is in the process of being constructed to service this area.

Street Department - additional 13.25 lane miles to maintain; 1 additional FTE personnel (\$50,000); increase in operational expenses of \$112,015; capital expenses-one single-axle plow truck, crash trailer for Highway 34 maintenance, and message/arrow board (\$205,000)

Police Department - the areas in this annexation proposal would have a limited impact and no additional personnel or equipment needs at this time.

Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

Code Enforcement – request one additional inspector as these areas are developed.

Library – not a great impact due to only a few residences currently in the area. Library Director Julie Dinville indicates as the city continues to grow south and west, additional library services (to include a possible second branch) should be discussed.

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, police response, wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City’s levy being added to the tax bill. The properties involved in this annexation are in two different school districts resulting in two different total property tax levies across all the lots in this proposal. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>Area</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
Proposed Area #1	0.440628	\$440.63
Proposed Area #2	0.440628	\$440.64
Proposed Area #3	0.440628	\$440.63

Proposed Area #4

0.440628

\$440.63

The change in levy is due to the addition of the Bellevue levy of 0.610000 (General 0.470000 and Bond 0.140000) and the removal of the Eastern Sarpy Fire General and Eastern Sarpy Fire Bond (0.151225 and 0.018147).

Property tax changes will be effective for taxes assessed in 2024 and due in 2025.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35-, 65-, or 95-gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$18.79. Non-residents pay the City of Omaha minimum fee of \$39.18, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

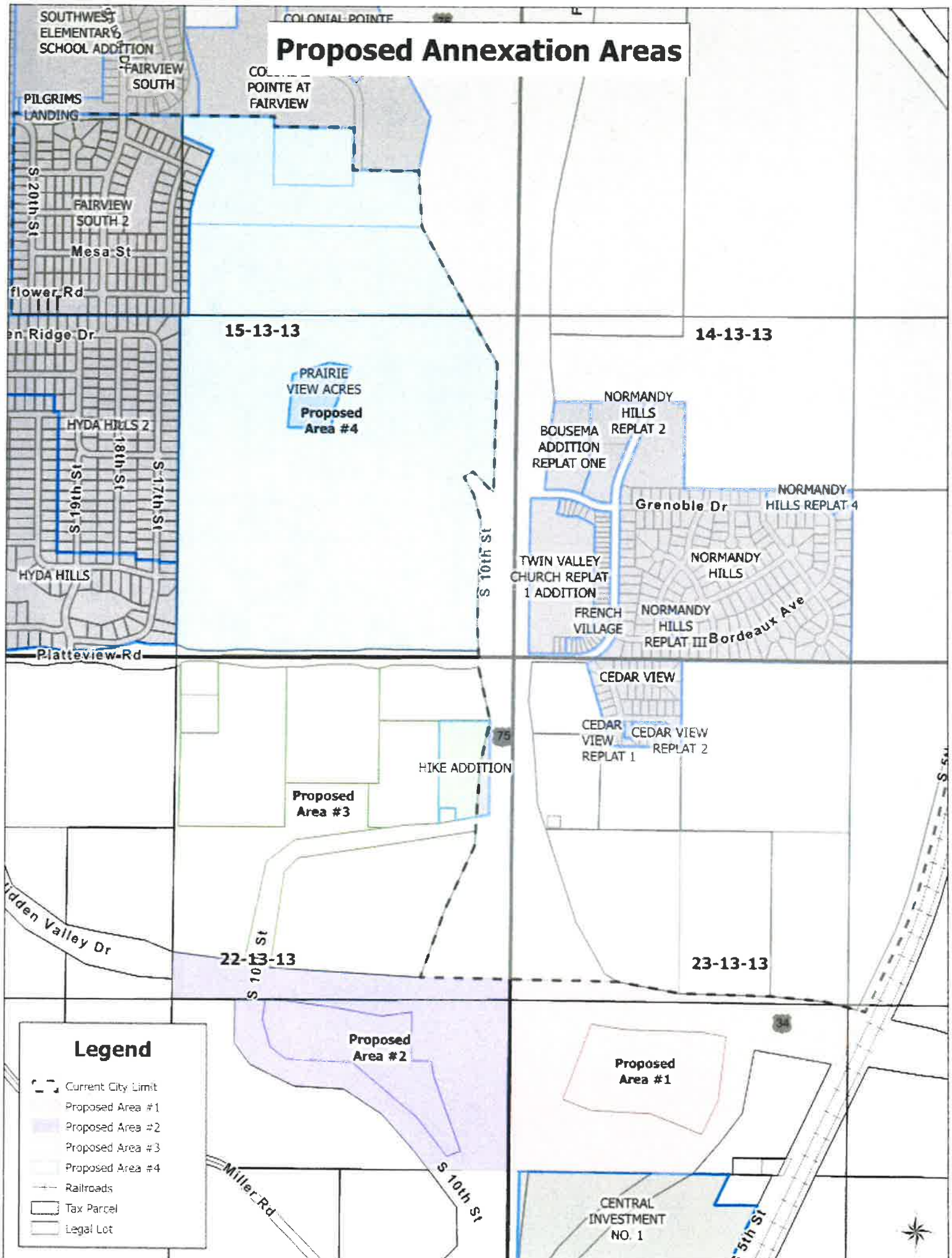
PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

Proposed Annexation Areas



Legend

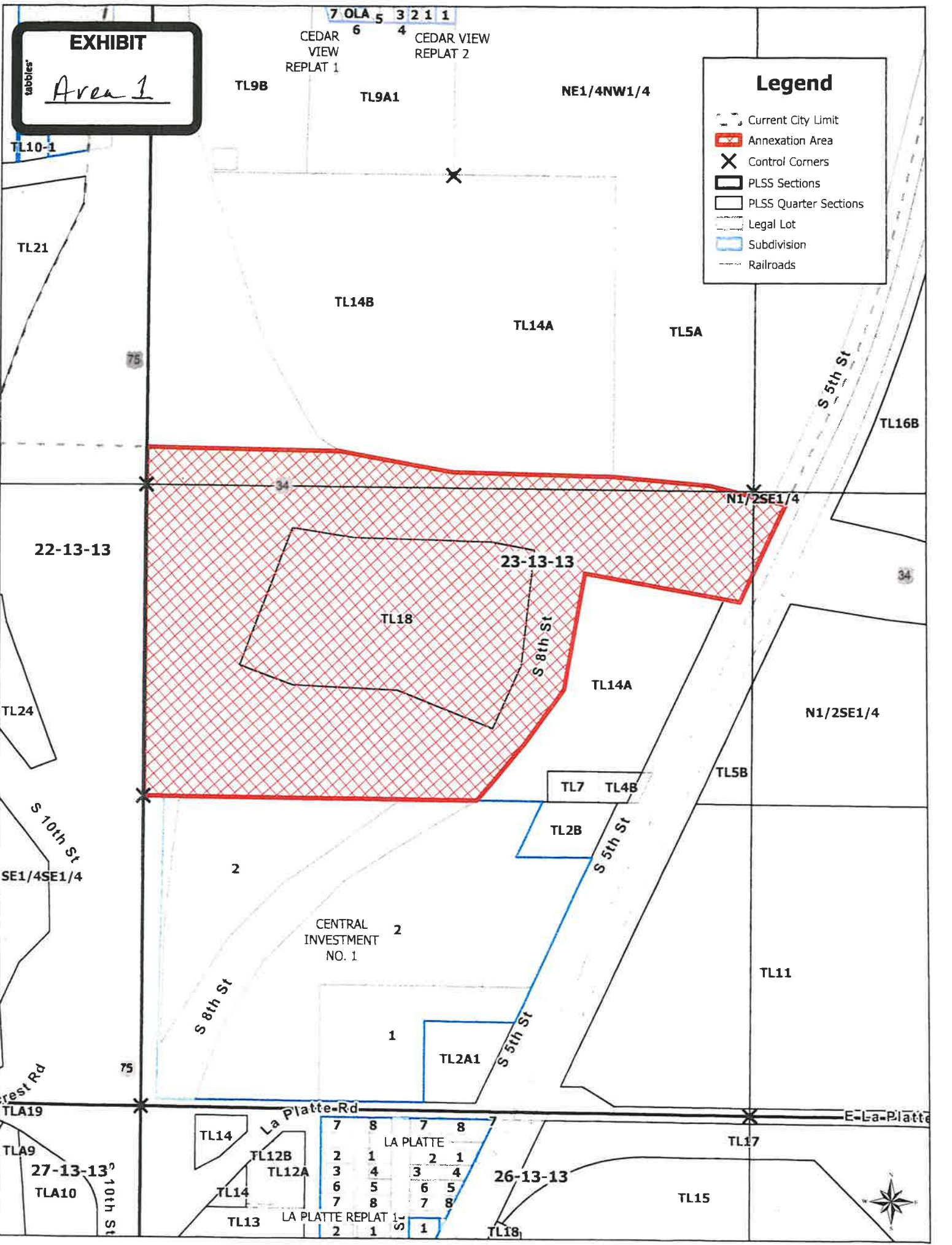
- Current City Limit
- Proposed Area #1
- Proposed Area #2
- Proposed Area #3
- Proposed Area #4
- Railroads
- Tax Parcel
- Legal Lot



EXHIBIT
Area 1

Legend

- Current City Limit
- Annexation Area
- Control Corners
- PLSS Sections
- PLSS Quarter Sections
- Legal Lot
- Subdivision
- Railroads



Tammi Palm

From: Jim Shada
Sent: Thursday, October 26, 2023 11:05 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,
This proposed annexation project would have very little effect on the Parks & Recreation Departments.
Thanks,
Jim

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
Subject: Proposed annexation

Good morning,

City Administration would like to move forward to annex the attached properties. This would be on our November 16th Planning Commission agenda for public hearing. As such, I'm asking for a very quick turnaround for comments as to how this would impact your department.

If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354



MEMORANDUM

To: Dave Goedecken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Impact Review
Date: October 31, 2023

RECEIVED
NOV 02 2023
PLANNING DEPT.

I. Annexation Package

Lane Mile Additions – 2% increase over existing

- **Package, Total Lane Miles = 13.25**

II. Costs:

A. Department operational budget

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2023-24 operational maintenance budget (roughly 690 lane miles, is funded at \$5,833,249.15 in total. This rate of funding breaks down to \$8,453.98 per lane mile for operational department expenditures. This package totals roughly 13.25 lane miles and would require a baseline funding adjustment of 2% above the current year's budgeted levels to meet annual operational needs for the fiscal year. .

***Note: This number does not factor in an additional request for additional year-one staff and equipment to maintain operational baseline for maintaining levels of service.*

Estimated year-one base-line operational budget increase for FY23-24: \$112,015.

ii.) Cost highlights

- a. Street lighting costs
- b. Snow removal including material application
- c. ROW mowing 24.18-acre addition, \$10,140 added to annual contract cost
- d. Lane markings for current county roads and Hwy 34
- e. Inclusion of culverts (2) for inspection costs contracted with HGM
- f. Pavement rehab, crack sealing over first 3 yrs, approx \$100,000.



B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 22-23, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on roughly 690 lane miles of roads.

Optimal staffing levels to adequately provide for yearly maintenance and levels of service should target 1 employee per 15.00 lane miles of roadway.

This package meets the threshold to add 1 full-time employee.

FY 2023-24 increased department Personnel cost assumption, above current levels for 1 full-time staff additions - \$50,000.

ii.) EQUIPMENT NEEDS

Snow removal, route equipment

To provide current levels of service during snow removal operations in the winter months, the department uses forty-three (43) pieces of equipment to curb winter storms within a targeted level of service of 12 hours. This averages 16.05 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One single-axle plow truck, crash trailer for HWY 34 maintenance, message/arrow board.

Estimated first-year equipment cost to cover areas above potential approved budget - \$205,000.

Tammi Palm

From: Ken Clary
Sent: Monday, October 23, 2023 12:12 PM
To: Tammi Palm
Cc: Jim Ristow
Subject: RE: Proposed annexation

I discussed this with Mr. Ristow this morning. There is no impact in the current fiscal year – with the current layout of those properties. We will draw in resources in our 2024/25 budget request (and beyond) to accommodate future growth per the conversation this morning.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
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Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Joey Bockman
Sent: Monday, October 23, 2023 9:06 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Well.... The more area we take on the more staffing Code would need as these area get developed. So I would say 1 more inspector.

Joseph Bockman Bellevue Code Enforcement Supervisor

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Julie Dinville
Sent: Tuesday, October 31, 2023 4:16 PM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,

The areas under consideration do not, apparently, have many current residences. Therefore, the impact on us would not be great at this time. However, it does show a general trend to continue growing toward the south and west, which is something that we have been trying to deal with for some time in terms of providing services. Mr. Ristow has talked about a possible branch, and growth in these directions may increase the need for such in the future.

Thank you,

Julie Dinville
Library Director

City of Bellevue
Bellevue Public Library,
1003 Lincoln Road,
Bellevue NE 68005
Phone: 402-293-3157
julie.dinville@bellevue.net

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Subject: Proposed annexation

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If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

ORDINANCE NO. 4140

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Tax Lot 18, located in the Southwest $\frac{1}{4}$ of Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. More accurately described as follows: Beginning at the Northwest corner of the Southwest Quarter of Section 23, T13N, R13E; thence North along the West Line of the said quarter to a point on the existing city limits; thence East along the South line of the of the existing city limits to the intersection of the East line of S 5th Street and the North line of State Hwy 34; thence South along the East line of S 5th Street to a point on the South line of State Hwy 34; thence Northwesterly along the South boundary of Hwy 34 also being the North line of Tax Lot 14A of Section 23 to the NW corner of Tax Lot 14A; thence South along the West boundary of Tax Lot 14A to the SW corner of said tax lot also being a point along the South boundary of Northwest quarter of Section 23 and also being the Northwest corner of Lot 2 Central Investment No. 1; thence West to the Southwest corner of the Northwest quarter of the Southwest quarter; thence North along the west line of the Southwest quarter to the point of beginning. Containing approximately 67.20 acres.

ARE CONTINGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective January 31, 2024, after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 16th day of January, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c.
12/19/2023

COUNCIL MEETING DATE: December 5, 2023		SUBMITTED BY: Tammi Palm, Planning 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:
Request to annex Tax Lot 24, located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:
The City of Bellevue is proposing to annex a number of unincorporated lots adjacent to the existing city limits. The lots have been divided into four geographical areas and labeled as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

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 have recommended approval of this annexation request.

- ATTACHMENTS:
- | | | |
|-------------------------|-------------------------|----------------------------|
| 1. PC Recommendation | 2. Staff Report | 3. Ord. No. 4141 - Area #2 |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: 

ADMINISTRATOR APPROVAL AS TO FORM: 

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to annex Tax Lot 24, located in the Southeast ¼ of Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon the natural growth and development of the city.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor -Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Perrin						
	Bennett						

Planning Commission Hearing (s) was held on: November 16, 2023



CITY OF BELLEVUE
Planning Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3026

To: City Council
Mayor Hike
City Administrator Ristow
From: Tammi Palm, Planning Director
Angela Curry, Assistant Planning Manager
Date: November 28, 2023
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex unincorporated lots adjacent to the existing city limits. We have divided the lots into four geographical areas and have labeled them as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

FINANCIAL ANALYSIS

The unincorporated lots will add \$3,823,580 in valuation.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 16 parcels and 7 dwelling units. The population estimate of 18 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$317,015 for the current

budget year. Below is a summary of those comments; full responses are attached to this report.

Parks Department – no existing parks or park facilities in this area currently. Jim Shada, Parks and Recreation Director, stated the proposed annexation would have very little effect on the Parks and Recreation Departments.

Wastewater – Sewer infrastructure is in the process of being constructed to service this area.

Street Department - additional 13.25 lane miles to maintain; 1 additional FTE personnel (\$50,000); increase in operational expenses of \$112,015; capital expenses-one single-axle plow truck, crash trailer for Highway 34 maintenance, and message/arrow board (\$205,000)

Police Department - the areas in this annexation proposal would have a limited impact and no additional personnel or equipment needs at this time.

Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

Code Enforcement – request one additional inspector as these areas are developed.

Library – not a great impact due to only a few residences currently in the area. Library Director Julie Dinville indicates as the city continues to grow south and west, additional library services (to include a possible second branch) should be discussed.

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, police response, wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City’s levy being added to the tax bill. The properties involved in this annexation are in two different school districts resulting in two different total property tax levies across all the lots in this proposal. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>Area</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
Proposed Area #1	0.440628	\$440.63
Proposed Area #2	0.440628	\$440.64
Proposed Area #3	0.440628	\$440.63

Proposed Area #4

0.440628

\$440.63

The change in levy is due to the addition of the Bellevue levy of 0.610000 (General 0.470000 and Bond 0.140000) and the removal of the Eastern Sarpy Fire General and Eastern Sarpy Fire Bond (0.151225 and 0.018147).

Property tax changes will be effective for taxes assessed in 2024 and due in 2025.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35-, 65-, or 95-gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$18.79. Non- residents pay the City of Omaha minimum fee of \$39.18, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

Proposed Annexation Areas

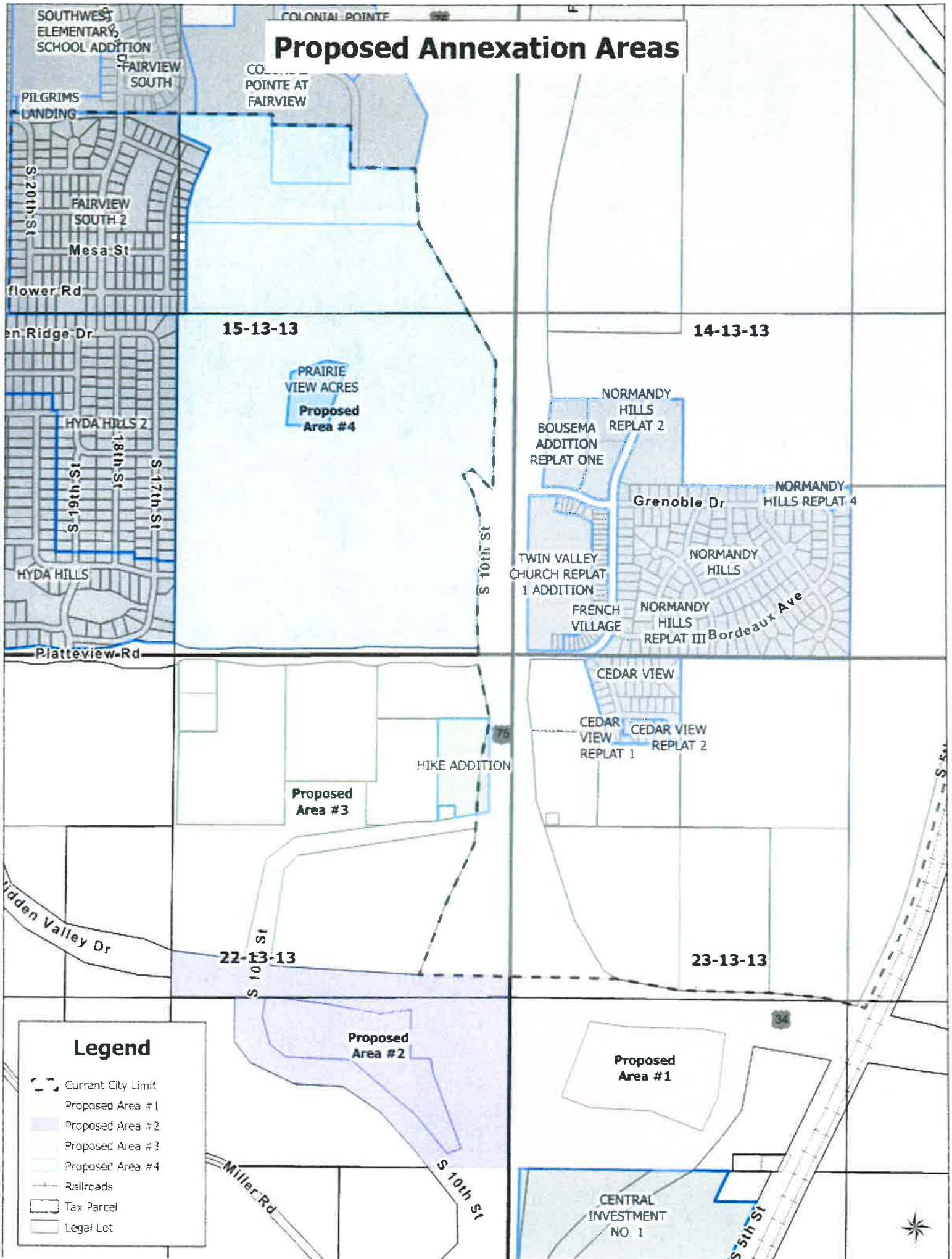
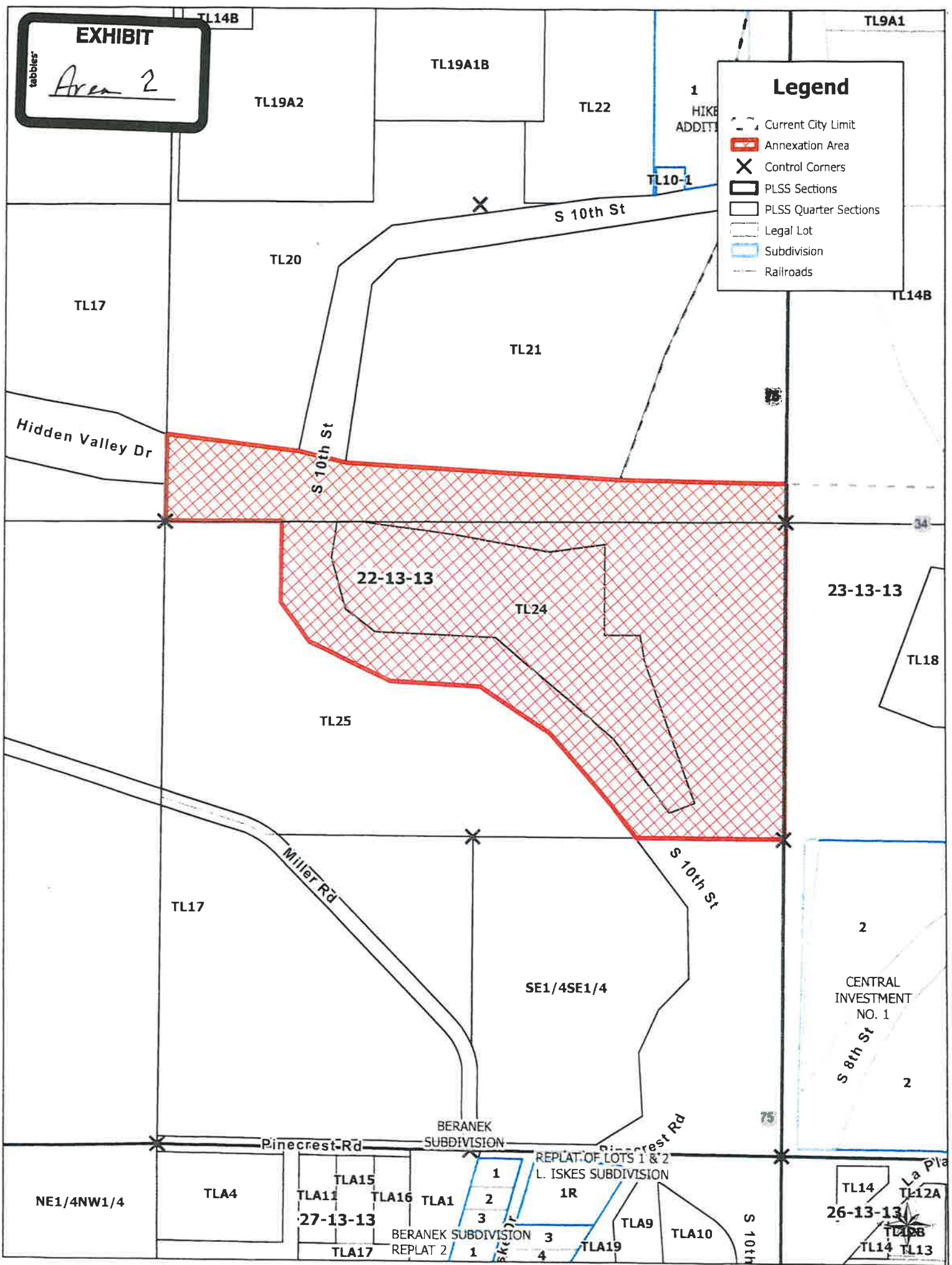


EXHIBIT
tabbles
Area 2

Legend

- Current City Limit
- Annexation Area
- Control Corners
- PLSS Sections
- PLSS Quarter Sections
- Legal Lot
- Subdivision
- Railroads



Tammi Palm

From: Jim Shada
Sent: Thursday, October 26, 2023 11:05 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,
This proposed annexation project would have very little effect on the Parks & Recreation Departments.
Thanks,
Jim

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
Subject: Proposed annexation

Good morning,

City Administration would like to move forward to annex the attached properties. This would be on our November 16th Planning Commission agenda for public hearing. As such, I'm asking for a very quick turnaround for comments as to how this would impact your department.

If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354



MEMORANDUM

To: Dave Goedeken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Impact Review
Date: October 31, 2023

RECEIVED
NOV 02 2023
PLANNING DEPT.

I. Annexation Package

Lane Mile Additions – 2% increase over existing

- **Package, Total Lane Miles = 13.25**

II. Costs:

A. Department operational budget

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2023-24 operational maintenance budget (roughly 690 lane miles, is funded at \$5,833,249.15 in total. This rate of funding breaks down to \$8,453.98 per lane mile for operational department expenditures. This package totals roughly 13.25 lane miles and would require a baseline funding adjustment of 2% above the current year's budgeted levels to meet annual operational needs for the fiscal year. .

***Note: This number does not factor in an additional request for additional year-one staff and equipment to maintain operational baseline for maintaining levels of service.*

Estimated year-one base-line operational budget increase for FY23-24: \$112,015.

- ii.) Cost highlights
 - a. Street lighting costs
 - b. Snow removal including material application
 - c. ROW mowing 24.18-acre addition, \$10,140 added to annual contract cost
 - d. Lane markings for current county roads and Hwy 34
 - e. Inclusion of culverts (2) for inspection costs contracted with HGM
 - f. Pavement rehab, crack sealing over first 3 yrs, approx \$100,000.



B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 22-23, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on roughly 690 lane miles of roads.

Optimal staffing levels to adequately provide for yearly maintenance and levels of service should target 1 employee per 15.00 lane miles of roadway.

This package meets the threshold to add 1 full-time employee.

FY 2023-24 increased department Personnel cost assumption, above current levels for 1 full-time staff additions - \$50,000.

ii.) EQUIPMENT NEEDS

Snow removal, route equipment

To provide current levels of service during snow removal operations in the winter months, the department uses forty-three (43) pieces of equipment to curb winter storms within a targeted level of service of 12 hours. This averages 16.05 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One single-axle plow truck, crash trailer for HWY 34 maintenance, message/arrow board.

Estimated first-year equipment cost to cover areas above potential approved budget - \$205,000.

Tammi Palm

From: Ken Clary
Sent: Monday, October 23, 2023 12:12 PM
To: Tammi Palm
Cc: Jim Ristow
Subject: RE: Proposed annexation

I discussed this with Mr. Ristow this morning. There is no impact in the current fiscal year – with the current layout of those properties. We will draw in resources in our 2024/25 budget request (and beyond) to accommodate future growth per the conversation this morning.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Joey Bockman
Sent: Monday, October 23, 2023 9:06 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Well.... The more area we take on the more staffing Code would need as these area get developed. So I would say 1 more inspector.

Joseph Bockman Bellevue Code Enforcement Supervisor

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Julie Dinville
Sent: Tuesday, October 31, 2023 4:16 PM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,

The areas under consideration do not, apparently, have many current residences. Therefore, the impact on us would not be great at this time. However, it does show a general trend to continue growing toward the south and west, which is something that we have been trying to deal with for some time in terms of providing services. Mr. Ristow has talked about a possible branch, and growth in these directions may increase the need for such in the future.

Thank you,

Julie Dinville
Library Director

City of Bellevue
Bellevue Public Library,
1003 Lincoln Road,
Bellevue NE 68005
Phone: 402-293-3157
julie.dinville@bellevue.net

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Subject: Proposed annexation

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If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

ORDINANCE NO. 4141

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Tax Lot 24, located in the Southeast $\frac{1}{4}$ of Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. More accurately described as follows: Beginning at the Center corner of Section 22, T13N, R13E; thence North along the West line of the Northeast quarter to the north boundary of Hidden Valley Dr right-of-way; thence East along the North boundary of Hidden Valley Dr to the Southeast quarter of Tax Lot 21 of Section 22, also being a point on the south boundary of the existing city limits; thence East along the South boundary of the existing city limits to the East line of the Northeast quarter; thence South along the East line of the Section 22 to the Southwest corner of the Northeast quarter of the Southeast quarter; thence West along the South line of the Northeast quarter of the Southeast quarter to a point on the West line of S 10th Street; thence Northwesterly along S 10th Street to the Northeast corner of Tax Lot 25; thence West along the North boundary of Tax Lot 25, also being the South line of Hidden Valley Dr, to the point of beginning. Containing approximately 59.27 acres.

ARE CONTINGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective January 31, 2024, after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 16th day of January, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12d.
12/19/2023

COUNCIL MEETING DATE: December 5, 2023		SUBMITTED BY: Tammi Palm, Planning 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:

Request to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to annex a number of unincorporated lots adjacent to the existing city limits. The lots have been divided into four geographical areas and labeled as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

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 have recommended approval of this annexation request.

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|----------------------------|
| 1. PC Recommendation | 2. Staff Report | 3. Ord. No. 4142 - Area #3 |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon the natural growth and development of the city.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor -Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Perrin						
	Bennett						

Planning Commission Hearing (s) was held on: November 16, 2023



CITY OF BELLEVUE
Planning Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3026

To: City Council
Mayor Hike
City Administrator Ristow
From: Tammi Palm, Planning Director
Angela Curry, Assistant Planning Manager
Date: November 28, 2023
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex unincorporated lots adjacent to the existing city limits. We have divided the lots into four geographical areas and have labeled them as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

FINANCIAL ANALYSIS

The unincorporated lots will add \$3,823,580 in valuation.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 16 parcels and 7 dwelling units. The population estimate of 18 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$317,015 for the current

budget year. Below is a summary of those comments; full responses are attached to this report.

Parks Department – no existing parks or park facilities in this area currently. Jim Shada, Parks and Recreation Director, stated the proposed annexation would have very little effect on the Parks and Recreation Departments.

Wastewater – Sewer infrastructure is in the process of being constructed to service this area.

Street Department - additional 13.25 lane miles to maintain; 1 additional FTE personnel (\$50,000); increase in operational expenses of \$112,015; capital expenses-one single-axle plow truck, crash trailer for Highway 34 maintenance, and message/arrow board (\$205,000)

Police Department - the areas in this annexation proposal would have a limited impact and no additional personnel or equipment needs at this time.

Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

Code Enforcement – request one additional inspector as these areas are developed.

Library – not a great impact due to only a few residences currently in the area. Library Director Julie Dinville indicates as the city continues to grow south and west, additional library services (to include a possible second branch) should be discussed.

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, police response, wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill. The properties involved in this annexation are in two different school districts resulting in two different total property tax levies across all the lots in this proposal. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>Area</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
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Proposed Area #2	0.440628	\$440.64
Proposed Area #3	0.440628	\$440.63

Proposed Area #4

0.440628

\$440.63

The change in levy is due to the addition of the Bellevue levy of 0.610000 (General 0.470000 and Bond 0.140000) and the removal of the Eastern Sarpy Fire General and Eastern Sarpy Fire Bond (0.151225 and 0.018147).

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School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$18.79. Non-residents pay the City of Omaha minimum fee of \$39.18, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

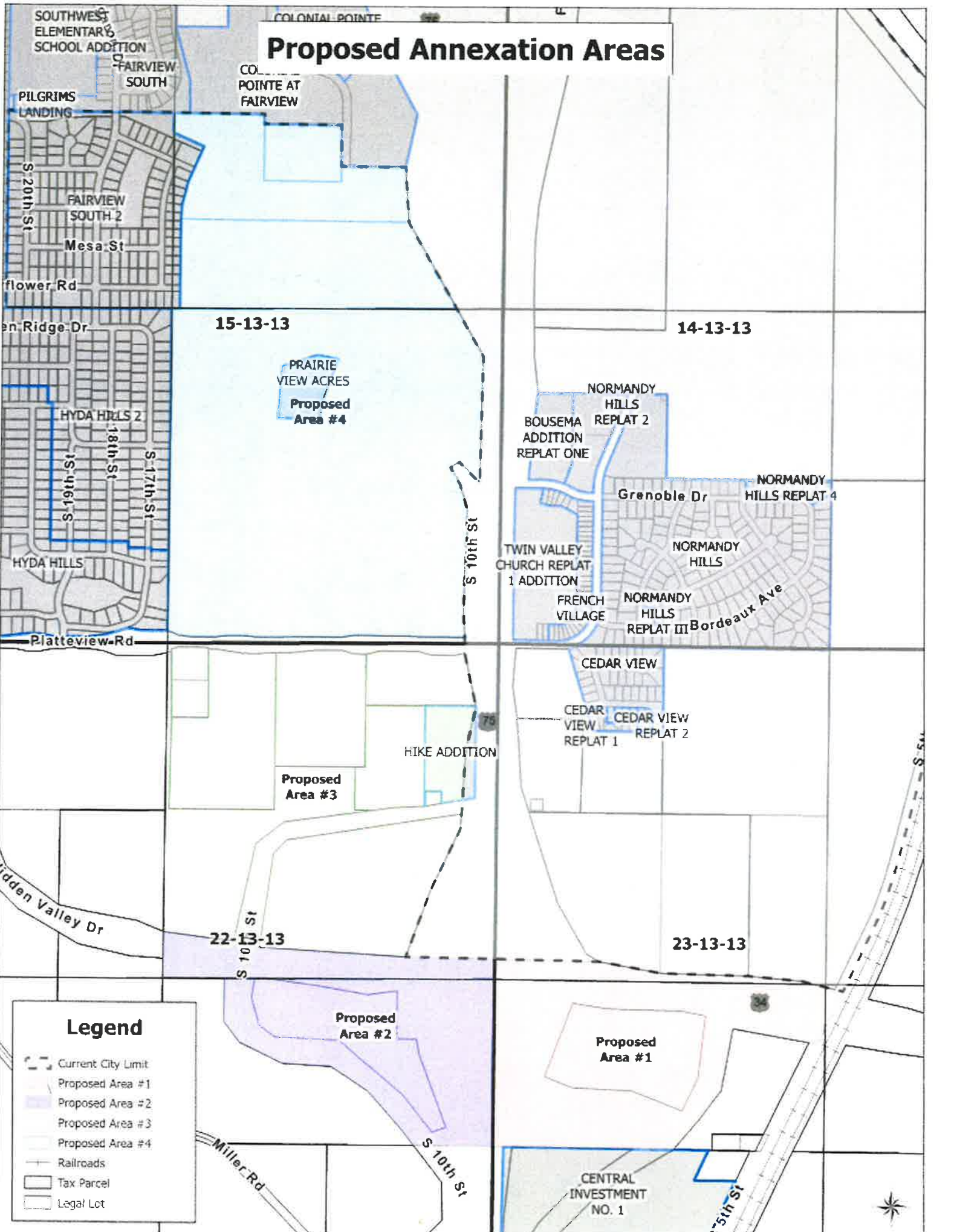
PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

Proposed Annexation Areas



15-13-13

14-13-13

22-13-13

23-13-13

Legend

- Current City Limit
- Proposed Area #1
- Proposed Area #2
- Proposed Area #3
- Proposed Area #4
- Railroads
- Tax Parcel
- Legal Lot



EXHIBIT

Area 3

Legend

- Current City Limit
- Annexation Area
- Control Corners
- PLSS Sections
- PLSS Quarter Sections
- Legal Lot
- Subdivision
- Railroads

15-13-13 TL4

HYDA HILLS 2

BOUSEMA 1
ADDITION REPLAT
ONE
37A
38A
38B

76 101 116 141 158
108 109 131
55 54 53 149 150
Meadowlark Ln
103 105 107
102 104 106 108 50
HYDA HILLS
OL4 OL5
45 47
42 43 44 46 49
OL6 48

138
16B 14A
1A 15B
1B 14B
37

CEDAR VIEW
TL9A1

TL9B

TL14B

23-13-13

75

TL18

TL24

TL25

TL1

TL17

TL17

TL13

TL14B

TL19A2

TL19A1B

TL19A1A1A

TL22

TL10-1

TL20

22-13-13

TL21

Platteview Rd

Platteview Rd

S 10th St

S 10th St

Hidden Valley Dr

1 HIKE
ADDITION



Tammi Palm

From: Jim Shada
Sent: Thursday, October 26, 2023 11:05 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,
This proposed annexation project would have very little effect on the Parks & Recreation Departments.
Thanks,
Jim

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
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Good morning,

City Administration would like to move forward to annex the attached properties. This would be on our November 16th Planning Commission agenda for public hearing. As such, I'm asking for a very quick turnaround for comments as to how this would impact your department.

If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354



MEMORANDUM

To: Dave Goedeken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Impact Review
Date: October 31, 2023

RECEIVED

NOV 02 2023

PLANNING DEPT.

I. Annexation Package

Lane Mile Additions – 2% increase over existing

- **Package, Total Lane Miles = 13.25**

II. Costs:

A. Department operational budget

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2023-24 operational maintenance budget (roughly 690 lane miles, is funded at \$5,833,249.15 in total. This rate of funding breaks down to \$8,453.98 per lane mile for operational department expenditures. This package totals roughly 13.25 lane miles and would require a baseline funding adjustment of 2% above the current year's budgeted levels to meet annual operational needs for the fiscal year. .

***Note: This number does not factor in an additional request for additional year-one staff and equipment to maintain operational baseline for maintaining levels of service.*

Estimated year-one base-line operational budget increase for FY23-24: \$112,015.

- ii.) Cost highlights
 - a. Street lighting costs
 - b. Snow removal including material application
 - c. ROW mowing 24.18-acre addition, \$10,140 added to annual contract cost
 - d. Lane markings for current county roads and Hwy 34
 - e. Inclusion of culverts (2) for inspection costs contracted with HGM
 - f. Pavement rehab, crack sealing over first 3 yrs, approx \$100,000.



B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) **MANPOWER NEEDS**

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 22-23, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on roughly 690 lane miles of roads.

Optimal staffing levels to adequately provide for yearly maintenance and levels of service should target 1 employee per 15.00 lane miles of roadway.

This package meets the threshold to add 1 full-time employee.

FY 2023-24 increased department Personnel cost assumption, above current levels for 1 full-time staff additions - \$50,000.

ii.) **EQUIPMENT NEEDS**

Snow removal, route equipment

To provide current levels of service during snow removal operations in the winter months, the department uses forty-three (43) pieces of equipment to curb winter storms within a targeted level of service of 12 hours. This averages 16.05 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One single-axle plow truck, crash trailer for HWY 34 maintenance, message/arrow board.

Estimated first-year equipment cost to cover areas above potential approved budget - \$205,000.

Tammi Palm

From: Ken Clary
Sent: Monday, October 23, 2023 12:12 PM
To: Tammi Palm
Cc: Jim Ristow
Subject: RE: Proposed annexation

I discussed this with Mr. Ristow this morning. There is no impact in the current fiscal year – with the current layout of those properties. We will draw in resources in our 2024/25 budget request (and beyond) to accommodate future growth per the conversation this morning.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

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Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Joey Bockman
Sent: Monday, October 23, 2023 9:06 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Well.... The more area we take on the more staffing Code would need as these area get developed. So I would say 1 more inspector.

Joseph Bockman Bellevue Code Enforcement Supervisor

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Tammi Palm

From: Julie Dinville
Sent: Tuesday, October 31, 2023 4:16 PM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,

The areas under consideration do not, apparently, have many current residences. Therefore, the impact on us would not be great at this time. However, it does show a general trend to continue growing toward the south and west, which is something that we have been trying to deal with for some time in terms of providing services. Mr. Ristow has talked about a possible branch, and growth in these directions may increase the need for such in the future.

Thank you,

Julie Dinville
Library Director

City of Bellevue
Bellevue Public Library,
1003 Lincoln Road,
Bellevue NE 68005
Phone: 402-293-3157
julie.dinville@bellevue.net

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Please let me know if you have any questions.

Thanks!

ORDINANCE NO. 4142

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective January 31, 2024, after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 16th day of January, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____
Second Reading: _____
Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12e.
12/19/2023

COUNCIL MEETING DATE: December 5, 2023		SUBMITTED BY: Tammi Palm, Planning 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:

Request to annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to annex a number of unincorporated lots adjacent to the existing city limits. The lots have been divided into four geographical areas and labeled as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

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 have recommended approval of this annexation request.

ATTACHMENTS:

- | | | |
|---|--|---|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Ord. No. 4143 - Area #4"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon the natural growth and development of the city.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor -Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Perrin						
	Bennett						

Planning Commission Hearing (s) was held on: November 16, 2023



CITY OF BELLEVUE
Planning Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3026

To: City Council
Mayor Hike
City Administrator Ristow
From: Tammi Palm, Planning Director
Angela Curry, Assistant Planning Manager
Date: November 28, 2023
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex unincorporated lots adjacent to the existing city limits. We have divided the lots into four geographical areas and have labeled them as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

FINANCIAL ANALYSIS

The unincorporated lots will add \$3,823,580 in valuation.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 16 parcels and 7 dwelling units. The population estimate of 18 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$317,015 for the current

budget year. Below is a summary of those comments; full responses are attached to this report.

Parks Department – no existing parks or park facilities in this area currently. Jim Shada, Parks and Recreation Director, stated the proposed annexation would have very little effect on the Parks and Recreation Departments.

Wastewater – Sewer infrastructure is in the process of being constructed to service this area.

Street Department - additional 13.25 lane miles to maintain; 1 additional FTE personnel (\$50,000); increase in operational expenses of \$112,015; capital expenses-one single-axle plow truck, crash trailer for Highway 34 maintenance, and message/arrow board (\$205,000)

Police Department - the areas in this annexation proposal would have a limited impact and no additional personnel or equipment needs at this time.

Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

Code Enforcement – request one additional inspector as these areas are developed.

Library – not a great impact due to only a few residences currently in the area. Library Director Julie Dinville indicates as the city continues to grow south and west, additional library services (to include a possible second branch) should be discussed.

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, police response, wastewater service, trash removal, free library cards, and specialized transportation services.

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The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

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Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

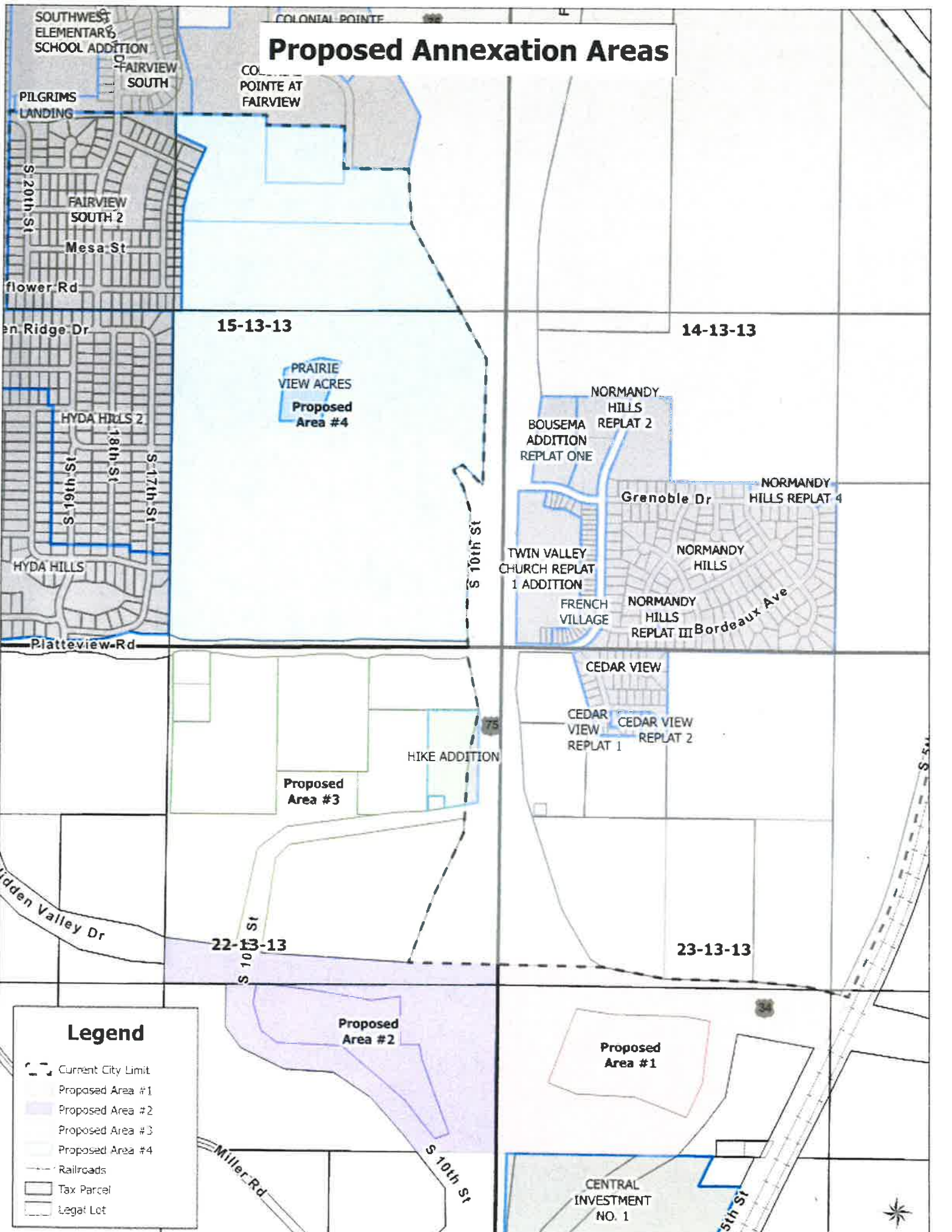
PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

Proposed Annexation Areas



Legend

- Current City Limit
- Proposed Area #1
- Proposed Area #2
- Proposed Area #3
- Proposed Area #4
- Railroads
- Tax Parcel
- Legal Lot

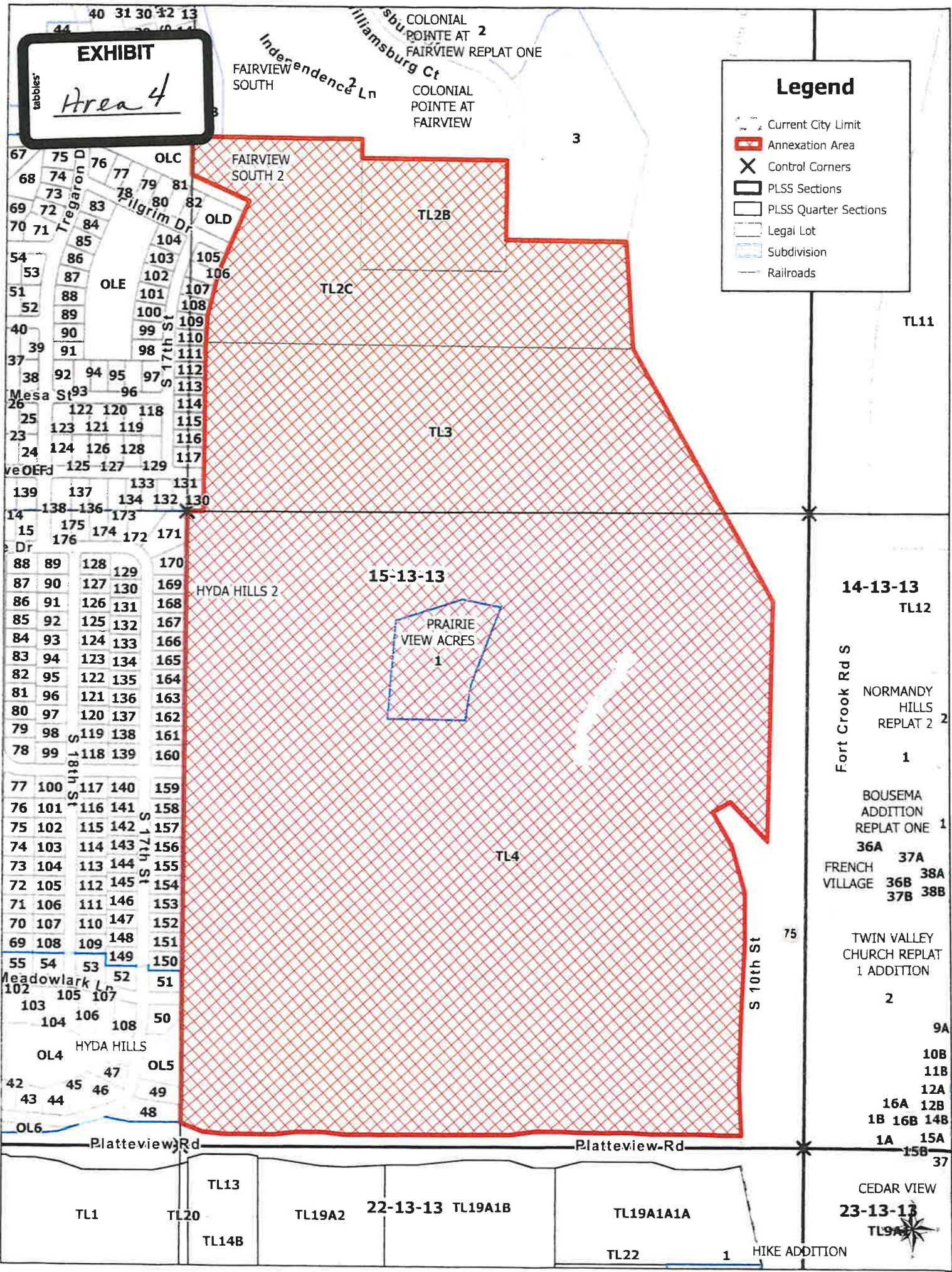


EXHIBIT

Area 4

Legend

- Current City Limit
- Annexation Area
- Control Corners
- PLSS Sections
- PLSS Quarter Sections
- Legal Lot
- Subdivision
- Railroads



COLONIAL
 POINTE AT
 FAIRVIEW REPLAT ONE
 COLONIAL
 POINTE AT
 FAIRVIEW

FAIRVIEW
 SOUTH

FAIRVIEW
 SOUTH 2

OLD

OLE

HYDA HILLS 2

15-13-13

PRAIRIE
 VIEW ACRES
 1

14-13-13
 TL12

NORMANDY
 HILLS
 REPLAT 2

BOUSEMA
 ADDITION
 REPLAT ONE

FRENCH
 VILLAGE

TWIN VALLEY
 CHURCH REPLAT
 1 ADDITION

CEDAR VIEW
 23-13-13

S 10th St

Platteview Rd

Platteview Rd

HIKE ADDITION

TL11

TL12

TL4

TL13

TL1

TL20

TL14B

TL19A2

22-13-13 TL19A1B

TL19A1A1A

TL22

9A

10B

11B

12A

16A 12B

1B 16B 14B

1A 15A

15B 37

TL9A

Tammi Palm

From: Jim Shada
Sent: Thursday, October 26, 2023 11:05 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,
This proposed annexation project would have very little effect on the Parks & Recreation Departments.
Thanks,
Jim

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
Subject: Proposed annexation

Good morning,

City Administration would like to move forward to annex the attached properties. This would be on our November 16th Planning Commission agenda for public hearing. As such, I'm asking for a very quick turnaround for comments as to how this would impact your department.

If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354



MEMORANDUM

To: Dave Goedeken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Impact Review
Date: October 31, 2023

RECEIVED
NOV 02 2023
PLANNING DEPT.

I. Annexation Package

Lane Mile Additions – 2% increase over existing

- **Package, Total Lane Miles = 13.25**

II. Costs:

A. Department operational budget

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2023-24 operational maintenance budget (roughly 690 lane miles, is funded at \$5,833,249.15 in total. This rate of funding breaks down to \$8,453.98 per lane mile for operational department expenditures. This package totals roughly 13.25 lane miles and would require a baseline funding adjustment of 2% above the current year's budgeted levels to meet annual operational needs for the fiscal year. .

***Note: This number does not factor in an additional request for additional year-one staff and equipment to maintain operational baseline for maintaining levels of service.*

Estimated year-one base-line operational budget increase for FY23-24: \$112,015.

ii.) Cost highlights

- a. Street lighting costs
- b. Snow removal including material application
- c. ROW mowing 24.18-acre addition, \$10,140 added to annual contract cost
- d. Lane markings for current county roads and Hwy 34
- e. Inclusion of culverts (2) for inspection costs contracted with HGM
- f. Pavement rehab, crack sealing over first 3 yrs, approx \$100,000.



B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 22-23, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on roughly 690 lane miles of roads.

Optimal staffing levels to adequately provide for yearly maintenance and levels of service should target 1 employee per 15.00 lane miles of roadway.

This package meets the threshold to add 1 full-time employee.

FY 2023-24 increased department Personnel cost assumption, above current levels for 1 full-time staff additions - \$50,000.

ii.) EQUIPMENT NEEDS

Snow removal, route equipment

To provide current levels of service during snow removal operations in the winter months, the department uses forty-three (43) pieces of equipment to curb winter storms within a targeted level of service of 12 hours. This averages 16.05 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One single-axle plow truck, crash trailer for HWY 34 maintenance, message/arrow board.

Estimated first-year equipment cost to cover areas above potential approved budget - \$205,000.

Tammi Palm

From: Ken Clary
Sent: Monday, October 23, 2023 12:12 PM
To: Tammi Palm
Cc: Jim Ristow
Subject: RE: Proposed annexation

I discussed this with Mr. Ristow this morning. There is no impact in the current fiscal year – with the current layout of those properties. We will draw in resources in our 2024/25 budget request (and beyond) to accommodate future growth per the conversation this morning.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Joey Bockman
Sent: Monday, October 23, 2023 9:06 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Well.... The more area we take on the more staffing Code would need as these area get developed. So I would say 1 more inspector.

Joseph Bockman Bellevue Code Enforcement Supervisor

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Julie Dinville
Sent: Tuesday, October 31, 2023 4:16 PM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,

The areas under consideration do not, apparently, have many current residences. Therefore, the impact on us would not be great at this time. However, it does show a general trend to continue growing toward the south and west, which is something that we have been trying to deal with for some time in terms of providing services. Mr. Ristow has talked about a possible branch, and growth in these directions may increase the need for such in the future.

Thank you,

Julie Dinville
Library Director

City of Bellevue
Bellevue Public Library,
1003 Lincoln Road,
Bellevue NE 68005
Phone: 402-293-3157
julie.dinville@bellevue.net

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Thanks!

ORDINANCE NO. 4143

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective January 31, 2024, after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 16th day of January, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/19/2023		SUBMITTED BY: Finance		Rich Severson	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input checked="" type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input checked="" type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

The concept of a tender offer refunding the City's outstanding taxable bonds where there may be an opportunity to save taxpayer dollars. It is a unique idea that is being utilized by Wall Street in larger markets and employed with recent success with other Nebraska governmental entities.

SYNOPSIS/BACKGROUND:

The City has outstanding bonds that could be utilized in this scenario. There is an attached Ordinance to authorize issuing General Obligation Refunding Bonds of the City to refund all or a portion of the outstanding General Obligation Refunding Bonds (Taxable Interest), Series 2020B, and to authorize an invitation to the holders of the Series 2020B Bonds to tender bonds for redemption and purchase, and related matters. There is also an attached Resolution to authorize an invitation to the holders of the following obligations to tender their obligations for redemption and purchase, and related matters: (a) Bellevue City Municipal Building Corporation Refunding Bonds (Convention Center Project), Taxable Series 2020, dated March 31, 2020, issued for the benefit of the City, and (b) Refunding Certificates of Participation (Taxable Interest), Series 2021, dated March 15, 2021, which evidence proportionate interests in certain Rent Payments to be made by the City pursuant to a Lease Purchase Agreement, dated March 15, 2021.

FISCAL IMPACT: >\$100,000 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

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

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

1)Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance No. 4144 to authorize issuing General Obligation Refunding Bonds and authorizing an invitation to the holders of certain obligations to tender their obligations for redemption and purchase, and related matters.
2)Vote to adopt Resolution No. 2023-37 authorizing an invitation to the holders of certain obligations to tender their obligations for redemption and purchase, and related matters.

ATTACHMENTS:

1. Ordinance No. 4144	2. Resolution No. 2023-37	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Jimmy Beckwith

[Signature]

[Signature]

ORDINANCE NO. 4144

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF BELLEVUE, NEBRASKA, IN ONE OR MORE SERIES, IN THE AGGREGATE STATED PRINCIPAL AMOUNT OF NOT TO EXCEED SEVENTEEN MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$17,800,000) FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE CITY’S OUTSTANDING GENERAL OBLIGATION REFUNDING BONDS (TAXABLE INTEREST), SERIES 2020B, DATED JUNE 5, 2020; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME, IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET OR ELECTRONIC FORM.

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

Section 1. The Mayor and Council of the City of Bellevue, Nebraska (the “City”) hereby find and determine as follows:

(a) The City has previously issued and there are now outstanding and unpaid General Obligation Refunding Bonds (Taxable Interest), Series 2020B, in the outstanding principal amount of \$20,055,000, dated June 5, 2020 (the “**Outstanding Bonds**”), and bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Maturing September 15 Of Year</u>	<u>Interest Rate</u>
\$2,160,000	2024†	1.697%
1,615,000	2025	1.797
1,830,000	2026	2.002
1,830,000	2027	2.052
2,175,000	2028	2.199
2,910,000	2029	2.249
2,670,000	2030	2.299
3,520,000	2031	2.399
1,345,000	2032	2.449

† Term Bond

such Outstanding Bonds being part of an issue of \$20,055,000 principal amount of General Obligation Refunding Bonds, Series 2020B, issued by the City pursuant to an ordinance duly passed and approved by the Mayor and Council of the City. Such Outstanding Bonds are redeemable at the option of the City at any time on or after June 5, 2025, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(c) (i) All of the Outstanding Bonds are valid, interest-bearing obligations of the City; (ii) none of the Outstanding Bonds are currently subject to optional redemption at the option of the City; (iii) since the issuance of the Outstanding Bonds, the rates of interest available in the markets have risen, resulting in a lower market value of the Outstanding Bonds which provides market conditions in which the City may be able to purchase and redeem the Outstanding Bonds at a price lower than the stated principal amount thereof; (iv) since the issuance of the Outstanding Bonds, the City is able to issue refunding bonds to redeem principal amounts of the Outstanding Bonds by issuing refunding bonds bearing tax-exempt interest, which bear rates generally lower than bonds bearing taxable interest; (v) the City may be able to effect a savings overall debt service by providing for the purchase, payment and redemption of all or a portion of the Outstanding Bonds through a tender offer therefor (the “**Tender Offer**”) and the issuance of tax-exempt general obligation refunding bonds of the City to pay for such purchase and redemption; (vi) all or a portion of the Outstanding Bonds (as tendered and accepted for purchase, the “**Refunded Bonds**”) are herein authorized to be subjected to the Tender Offer; (vii) for the purpose of providing, along with other available City funds, for the purchase, payment and redemption of the Refunded Bonds as above set out and to pay costs of the financing transactions, it is in the best interest of the City to issue general obligation refunding bonds of the City, in the aggregate stated principal amount of not to exceed \$17,800,000; and (viii) except as set forth herein, the City has no bond sinking funds on hand for the retirement of the Refunded Bonds not required for the timely payment of principal and interest due on the Settlement Date (as defined in **Section 2** hereof).

(d) Upon satisfaction of the terms and conditions set forth in **Section 2** hereof, it is necessary, desirable and advisable that the City issue its general obligation refunding bonds, for the purpose of providing funds which, together with other funds of the District legally available for such purposes, shall be sufficient for the purchase, payment and redemption of the Refunded Bonds on the Settlement Date.

(e) All conditions, acts and things required by law to exist or to be done precedent to the issuance of general obligation refunding bonds of the City in the principal amount of not to exceed \$17,800,000, (the “**Bonds**”) pursuant to Section 10-142, Reissue Revised Statutes of Nebraska, as amended, and other applicable statutes, for such purposes do exist and have been done in due form and time as required by law.

Section 2. (a) To provide funds for the purpose of refunding the Refunded Bonds as set out in Section 1 hereof, there shall be and there are hereby ordered issued the General Obligation Refunding Bonds of the City, in one or more series, in the aggregate stated principal amount of not to exceed \$17,800,000.

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the “**Underwriter**”). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an “**Authorized Officer**”) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “**Designation**”), (i) the aggregate purchase price of the Bonds, and the underwriting discount or underwriting fee which shall not exceed 0.90% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate stated principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$17,800,000, and the final maturity date, which shall not be later than September 15, 2032, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity, provided that there be at least some present value savings over the Refunded Bonds resulting from the tender and purchase pursuant to the Tender Offer and the issuance of the Bonds, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption

prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity, (x) the form, contents, terms and provisions of any dealer manager agreement entered into with the Underwriter in connection with the Tender Offer, (xi) the form and contents of any closing and other documentation executed and delivered by the City in connection with the authorization, issuance, sale and delivery of the Bonds and the Tender Offer, and (xii) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Authorized Officers, or each individually, are hereby authorized to invite for tender any or all of the Outstanding Bonds for purchase by the City on such date he or she determines appropriate, which date or dates shall be the “**Settlement Date**” hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be, the form, content, terms and provisions of any invitation to tender, and any published and/or mailed notice of invitation to tender with respect to the payment, purchase and redemption of the Refunded Bonds, and direct the application of such proceeds and any investment income to the payment of all of the principal of and interest on the Refunded Bonds maturing on or before the Settlement Date and the application of the balance of such proceeds and any investment income thereof to the payment and retirement of the Refunded Bonds on the Settlement Date.

(d) The City is hereby authorized to enter into such engagements, and approve such forms, certificates, documents or agreements as may be necessary to carry out the terms of the Tender Offer and the purchase, payment and redemption thereof, including but not limited to establishing an ATOP account with the Depository Trust and Clearing Corporation. In addition, the City is authorized to enter into an arrangement for the purchase of open market securities or other US government obligations to fund an escrow with respect to the Refunded Bonds, to be governed by the terms of an escrow agreement between the City and an escrow agent. The Authorized Officers are hereby authorized and directed to execute any certificates, documents or agreements in connection with the Tender Offer and any refunding escrow.

(e) The Authorized Officers are hereby authorized to take all actions, prepare and execute all documents and certificates necessary or advisable for the Tender Offer, including but not limited to the engagement of a dealer-manager, counsel, and other advisors or professionals. The City is hereby authorized to enter into such engagements, and approve any dealer-manager agreement in connection with the Tender Offer. The Tender Offer may be pursued in an invitation to tender which includes the offer to purchase other outstanding obligations of the City which have been authorized for tender by the City contemporaneously herewith by separate resolution of the Mayor and Council of the City.

Section 3. The Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be date of original delivery. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on such dates as shall be determined in a Designation (each an “**Interest Payment Date**”), and the Bonds shall bear such interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day, whether or not a business day, immediately preceding the Interest Payment Date (the “**Record Date**”), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, designated in Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner’s

registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by the Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to the Paying Agent and Registrar. The City and the Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and the Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 4. The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the “**Registrar**”) for the Bonds, which Registrar shall be a bank or trust company. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Paying Agent and Registrar, duly executed by the registered owner in person or by such owner’s duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner’s or owners’ risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and the Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 5. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 6. In addition to any mandatory sinking fund redemptions, the Bonds shall be subject to redemption at the option of the City, in whole or in part, prior to maturity at any time on or after five years after the date of original issue, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date or dates as may be determined in a Designation). The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of \$5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed

principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by the Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 7. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the municipality where the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 8. The Bonds shall be in substantially the following form:

[Remainder of Page Intentionally Left Blank]

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY**

**CITY OF BELLEVUE, NEBRASKA
GENERAL OBLIGATION REFUNDING BOND
SERIES 2024**

No. _____

\$

Interest Rate

Maturity Date

Date of Original Issue

CUSIP

%

_____, 20__

_____, 2024

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

DOLLARS

The CITY OF BELLEVUE, NEBRASKA (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above with interest thereon to maturity (or earlier redemption) computed on the basis of a 360-day year consisting of twelve 30-day months from the Date of Original Issue or most recent Interest Payment Date, whichever is later, at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20__ (each of such dates an "Interest Payment Date"). The Principal Amount hereof, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the office of _____, as the Paying Agent and Registrar, in _____, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding such Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds (the "Bonds") of the total principal amount of _____ (\$ _____), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City in strict compliance with Section 10-142, Reissue Revised Statutes of Nebraska, as amended, and other applicable statutes for the purpose of refunding and redeeming the City's \$ _____ outstanding principal amount of General Obligation Refunding Bonds (Taxable Interest), Series 2020B, dated June 5, 2020. The issuance of such bonds has been authorized by proceedings duly had and an ordinance legally passed and approved by the Mayor and Council of the City (the "Ordinance").

The Bonds are subject to redemption at the option of the City, in whole or in part, at any time on or after five years after the date of delivery, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

[In addition, the Bonds shall be subject to mandatory sinking fund redemption payments (with bonds being redeemed at par plus accrued interest) as follows:

\$ _____ Principal Maturing December 15, 20
 \$ _____ to be called December 15, 20__
 \$ _____ to be called December 15, 20__
 \$ _____ Payable December 15, 20__]

Notice of redemption shall be given by mail to the registered owner of any Bond to be redeemed at such registered owner's address in the manner specified in the Ordinance authorizing the Bonds. Individual Bonds may be redeemed in part but only in \$5,000 amounts or integral multiples thereof.

This Bond is transferable by the Registered Owner or such owner's attorney duly authorizing in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this Bond, and thereupon a new Bond or Bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not.

If the date for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond and in the issuance of the Bonds refunded hereby did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this Bond and the Bonds refunded hereby, does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest of this Bond and the other Bonds of this issue as the same become due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR

VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This Bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City have caused this Bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

CITY OF BELLEVUE, NEBRASKA

(facsimile signature)
Mayor

ATTEST:

(facsimile signature)
Clerk
(SEAL)

**BOND REGISTRAR AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds authorized by Ordinance of the Mayor and Council of the City of Bellevue, Nebraska, described in the foregoing Bond.

_____, Iowa, Paying Agent and Registrar

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

Section 9. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk of the City. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “Depository”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the “Letter of Representations”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “Bond Participant”) or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a “Beneficial Owner”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with

respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to or at the direction of the Underwriter on the Settlement Date, as initial purchaser thereof, upon receipt of the principal amount of the Bonds plus accrued interest thereon, to date of payment for the Bonds and less the Underwriter's discount, in accordance with Section 3 hereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel and the City's bond counsel are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement for the sale of the Bonds to the Underwriter. The officers of the City (including but not limited to the Authorized Officers), or any one or more of them are hereby further authorized to take any and all actions and enter into any and all agreements deemed necessary or appropriate in connection with the issuance and sale of the Bonds, the Tender Offer, the redemption and payment of the Refunded Bonds on the Settlement Date, and any such actions previously taken are hereby ratified and confirmed.

Section 10. The Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and Council precedent to the issuance of the Bonds, a copy of which shall be delivered to the Underwriter, as initial purchaser of the Bonds.

Section 11. The proceeds of the Bonds shall be applied to the redemption of the Refunded Bonds as submitted and accepted for tender pursuant to the Tender Offer on the Settlement Date as described in Sections 1 and 2 hereof, including payment of any issuance expenses for the Bonds.

Section 12. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, except intangible property, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal of and interest on the Bonds as the same become due.

Section 13. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 14. The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code. The City hereby authorizes the Authorized Officers, in consultation with bond counsel, to designate the bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and, in such event, to covenant and warrant, on behalf of the City, that the City does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Authorized Officers are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as "qualified tax-exempt obligations."

Section 15. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 16. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the

Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 17. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the District when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 18. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet or electronic form as provided by law.

PASSED AND APPROVED this 19th day of December, 2023.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

RESOLUTION 2023-37

RESOLUTION AUTHORIZING THE CITY TO PURCHASE AND REDEEM OUTSTANDING REFUNDING BONDS (CONVENTION CENTER PROJECT), TAXABLE SERIES 2020, ISSUED BY THE BELLEVUE CITY MUNICIPAL BUILDING CORPORATION, AND THE CITY’S OUTSTANDING REFUNDING CERTIFICATES OF PARTICIPATION (TAXABLE INTEREST), SERIES 2021, THROUGH A TENDER OFFER AND TO PAY FOR THE REDEMPTION OF ANY SUCH OBLIGATIONS TENDERED WITH AVAILABLE FUNDS OF THE CITY

BE IT RESOLVED by the Mayor and City Council (the “**Council**”) of the City of Bellevue, Nebraska (the “**City**”) as follows:

Section 1. That the Bellevue City Municipal Building Corporation (the “**Corporation**”) has, for the benefit of the City, issued and outstanding its Refunding Bonds (Convention Center Project), Taxable Series 2020, date of original issue – March 31, 2020, issued pursuant to a Trust Indenture and Security Agreement dated as of March 31, 2020, (as amended and supplemented, the “**Indenture**”) between the Corporation and UMB Bank, N.A., West Des Moines, Iowa, as Trustee (the “**Trustee**”), which mature and bear interest as follows (the “**Outstanding 2020 MBC Bonds**”):

September 15 <u>Maturity</u>	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>CUSIP</u>
2024*	\$605,000	1.574%	079235 DC8
2025	595,000	1.654	079235 DD6
2026	495,000	1.780	079235 DE4
2027	490,000	1.800	079235 DF1
2028	555,000	1.930	079235 DG9
2035**	2,165,000	2.250	079235 DH7

*2024 Term Bonds, with only final maturity payment remaining due in 2024.

**2035 Term Bonds, with mandatory redemption payments due in years 2029 through maturity in 2035.

Section 2. Refunding Certificates of Participation (Taxable Interest), Series 2021, have been issued and dated March 15, 2021, which evidence proportionate interests in certain Rent Payments to be made by the City pursuant to a Lease-Purchase Agreement, dated March 15, 2021, between the City and UMB Bank, N.A., West Des Moines, Iowa, as lessor (the “**Trustee**”), were executed and delivered pursuant to a Declaration of Trust, dated March 15, 2021 made by the Trustee, and mature and bear interest as follows (the “**Outstanding COPs**”; and together with the Outstanding 2020 MBC Bonds, the “**Outstanding Obligations**”):

September 15 <u>Maturity</u>	Principal <u>Amount</u>	Interest <u>Rate</u>	<u>CUSIP</u>
2024*	460,000	0.455	079222 AS4
2026**	455,000	0.726	079222 AT2
2027	400,000	0.969	079222 AU9
2028	430,000	1.149	079222 AV7
2029	355,000	1.403	079222 AW5
2030	505,000	1.503	079222 AX3
2031	420,000	1.603	079222 AY1
2032	860,000	1.703	079222 AZ8

*2024 Term Obligations, with only final maturity payment remaining due in 2024.

**2026 Term Obligations, with mandatory redemption payments due in years 2025 through maturity in 2026.

Section 3. (a) (i) All of the Outstanding Obligations are valid, interest-bearing obligations for which the City is obligated; (ii) the Outstanding 2020 MBC Bonds are not subject to optional redemption until September 15, 2025, and the Outstanding COPs are not subject to optional redemption until March 15, 2026; (iii) since the issuance of the Outstanding Obligations, the rates of interest available in the markets have risen, resulting in a lower market value of the Outstanding Obligations; (iv) market conditions exist in which the City may be able to purchase and redeem the Outstanding Obligations at a price lower than the stated principal amount thereof by providing for the purchase, payment and redemption of all or a portion of the Outstanding Obligations through a tender offer therefor (the “**Tender Offer**”), paying the same with available funds of the City, and providing for the redemption, cancellation and elimination of such Outstanding Obligations tendered pursuant to the Tender Offer (the “**Tendered Obligations**”).

(b) The Mayor, City Administrator and City Financing Director (the “**Authorized Officers**”), or each individually, are hereby authorized to invite for tender any or all of the Outstanding Obligations for purchase by the City on such date he or she determines appropriate, which date or dates shall be the “**Settlement Date**” hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be, the form, content, terms and provisions of any invitation to tender, and any published and/or mailed notice of invitation to tender with respect to the payment, purchase and redemption of the Outstanding Obligations, and direct the application of available funds of the City to the payment of all of the principal of and interest on the Tendered Obligations on the Settlement Date.

(c) The City is hereby authorized to enter into such engagements, and approve such forms, certificates, documents or agreements as may be necessary to carry out the terms of the Tender Offer and the purchase, payment and redemption thereof, including but not limited to establishing an ATOP account with the Depository Trust and Clearing Corporation. In addition, the City is authorized to enter into an arrangement for the purchase of open market securities or other US government obligations to fund an escrow with respect to the Tendered Obligations, to be governed by the terms of an escrow agreement between the City and an escrow agent. The Authorized Officers are hereby authorized and directed to execute any certificates, documents or agreements in connection with the Tender Offer and any such escrow.

(d) The Authorized Officers are hereby authorized to take all actions, prepare and execute all documents and certificates necessary or advisable for the Tender Offer, including but not limited to the engagement of a dealer-manager, counsel, and other advisors or professionals. The City is hereby authorized to enter into such engagements, and approve any dealer-manager agreement in connection with the Tender Offer. The Tender Offer may be pursued in an invitation to tender which includes the offer to purchase other outstanding obligations of the City which have been authorized for tender by the City contemporaneously herewith by separate ordinance of the Mayor and Council of the City.

Section 4. The Authorized Officers and the officers of the Corporation are hereby authorized to execute and deliver such documents and certifications and take all other actions as determined necessary to carry out the provisions and the intent of this Resolution. Any actions and determinations made herein pursuant to this Resolution are and shall constitute an action of the City without further action of the Council.

ADOPTED: December 19, 2023.

[SEAL]

Attest: _____
Clerk

**CITY OF BELLEVUE,
IN THE STATE OF NEBRASKA**

By: _____
Mayor

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 2023		SUBMITTED BY: Tammi Palm, Planning 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 checked="" type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request for a Conditional Use Permit for Lot 1, Coastal Mart Addition, for the purpose of automobile sales.
Applicant: Del Auto Sales, LLC. Location: 2605 West Chandler Raod.

SYNOPSIS/BACKGROUND:

Diego Barraza, on behalf of Del Auto Sales, LLC., is requesting a Conditional Use Permit (CUP) to allow for a used car dealership. The property is zoned BG (General Business) and Section 5.22.03, Zoning Ordinance, allows auto sales as a conditional use in this zoning district. There is currently an existing building on this site that will be used for office space and will include accessible restrooms. The site plan shows a future garage that will be used only for detailing and vacuuming vehicles. The property currently has two access points along West Chandler Road. Per the Public Works Department, the access will be combined into one singular point off of West Chandler Road.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission recommended approval of this request.

ATTACHMENTS:

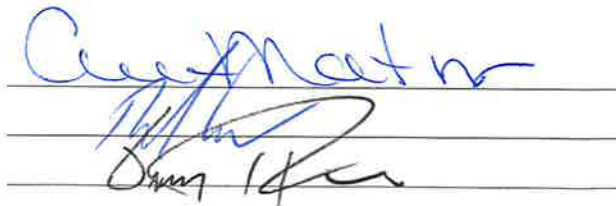
- | | | |
|---------------------------------------|-------------------------|-------------------------------------|
| 1. Planning Commission Recommendation | 2. Staff Report | 3. Conditional Use Permit Agreement |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Del Auto Sales, LLC

CASE #: CUP-2308-03

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: for a conditional use permit for Lot 1, Coastal Mart Addition, located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of automobile sales.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon conformance with the requirements of the zoning ordinance and lack of perceived negative impact to the surround area.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor -Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Perrin						
	Bennett						

Planning Commission Hearing (s) was held on: November 16, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: CUP-2308-03

FOR HEARING OF:

REPORT #1: November 16, 2023

REPORT #2: December 19, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Del Auto Sales, LLC
Attn: Diego Barraza
7017 Hillcrest Lane
LaVista, Ne 68128

B. PROPERTY OWNER:

Luvimart, LLC
Attn: Noel Vargas
4708 Glasgow Avenue
Bellevue, NE 68157

C. LOCATION:

2605 West Chandler Road

D. LEGAL DESCRIPTION:

Lot 1, Coastal Mart Addition, located in the Southeast $\frac{1}{4}$ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

Conditional Use Permit to allow for used automobile sales.

F. EXISTING ZONING AND LAND USE:

BG, Commercial

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a conditional use permit to allow for used automobile sales.

H. SIZE OF SITE:

The site is approximately 0.5 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed with a small commercial building that was formerly a convenience store with fuel service and a concrete parking area.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential (across W. Chandler Rd.), ML/RS-72
- 2. **East:** Multi-Family Residential (across S. 26th Street), RG-28
- 3. **South:** Commercial, BG
- 4. **West:** Commercial/Retail, BG

C. REVELANT CASE HISTORY:

On November 16, 2023, the Planning Commission recommended approval of a request for a conditional use permit for Lot1, Coastal Mark Addition, located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of automobile sales.

D. APPLICABLE REGULATIONS:

- 1. Section 5.22.03, Zoning Ordinance, regarding conditional uses in the BG zoning district.
- 2. Article 6, Zoning Ordinance, regarding Conditional Use Permits.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The 2021 MAPA Traffic Data estimates 9,865 vehicles per day along Chandler Road West near South 26th Street.
2. The property currently has two access points along West Chandler Road. Per the Public Works Department, the access will be combined into one singular point off of West Chandler Road and is shown as such on the site plan.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Diego Barraza on behalf of Del Auto Sales, LLC., is requesting a conditional use permit for Tax Lot 1, Coastal Addition, for the purpose of a used car dealership.

The property is zoned BG (General Business). Section 5.22.03, Zoning Ordinance, allows auto sales as a conditional use in this zoning district.

2. The applicant states in his letter the existing building will be used for office space and include accessible restrooms. He also stated six parking spaces would be provided for customers, including two handicap spaces, and 15 to 20 parking spaces for vehicles displayed for sale.

The existing canopy will remain on the property. The Fire Department has indicated this will not be a problem for emergency vehicle access and/or circulation through the lot.

The site plan shows a future garage for detailing and vacuuming vehicles only. The garage amenities will not include oil changes or similar types of service.

3. The property will maintain its access to West Chandler Road. The property currently has two access points along West Chandler Road. Per the Public Works Department, the access will be combined into one singular point off of West Chandler Road and is shown as such on the site plan.

4. Landscaping is shown on the proposed site plan which meets the city's requirements.

5. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and also stated if the requested department did not have comments pertaining to the application, no response was needed.

John Krager, Public Works Engineer had concerns pertaining to technical revisions to the site plan. The applicant's engineer has since satisfied these concerns.

Mike Christensen, Chief Building Official, had comments pertaining to the need for a public restroom. The applicant has stated an understanding of this code requirement.

6. Per Section 6.06, the Zoning Ordinance requires no conditional use permit shall be granted unless the Planning Commission or City Council has found:

6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.

6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.

6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.

6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.

6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.

6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.

6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.

6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.

6.06.11 The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.

The Planning Department believes this application meets the criteria for approval of the Conditional Use Permit.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon compliance with the requirements of the zoning ordinance and lack of perceived negative impact to the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon compliance with the requirements of the zoning ordinance and lack of perceived negative impact to the surrounding area.

VI. ATTACHMENTS TO REPORT

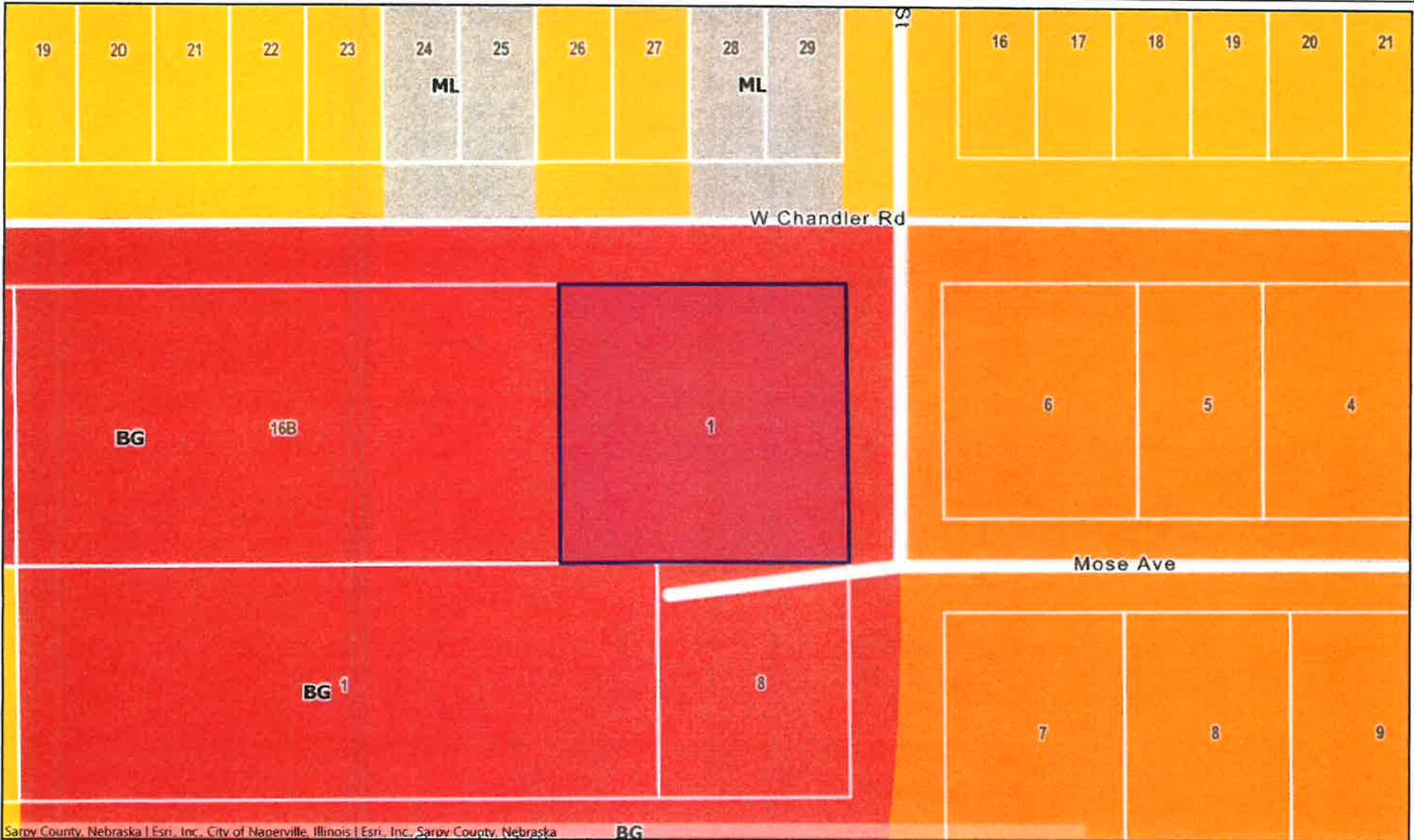
1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from the applicant received August 15, 2023
4. Site plan received November 3, 2023
5. Conditional Use Permit Agreement

VII. COPIES OF REPORT TO:

1. Del Auto Sales, LLC (Attn: Diego Barraza)
2. Luvimart, LLC (Attn: Noel Vargas)


Assistant Planning Manager


Planning Director 12/12/23
Date of Report



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

0 100 200 ft

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



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



DEL AUTO SALES, LLC
2605 W CHANDLER RD
BELLEVUE, NE 68147

To whom it may concern:

I am requesting a Conditional Use Permit for this property for use of a used car lot, dealership.

The location will have six (6) parking spaces available to the customers who enter, and we will be using approximately fifteen-twenty (15-20) parking spaces for use of vehicles for sale on the lot. The location will have both a separate ENTRANCE, and separate EXIT for easy access for all customers. We also have a building that will be used for the main office space as well as bathroom break for any customers or employees.

For any questions or concerns please call (402)637-4877.

Thank you,


Diego Barraza

REF. SCHEDULE REQUIRED

2. REF. SCHEDULE REQUIRED
 2.1. REF. SCHEDULE REQUIRED
 2.2. REF. SCHEDULE REQUIRED
 2.3. REF. SCHEDULE REQUIRED
 2.4. REF. SCHEDULE REQUIRED
 2.5. REF. SCHEDULE REQUIRED

NOTES

1. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CITY OF CHANDLER ZONING ORDINANCE.

2. ALL WORK TO BE DONE IN ACCORDANCE WITH THE CITY OF CHANDLER ZONING ORDINANCE.

SPACING NOTES

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 3.4. SPACING NOTES

4. PLANT TO BE SPACED ACCORDING TO THE CITY OF CHANDLER ZONING ORDINANCE.

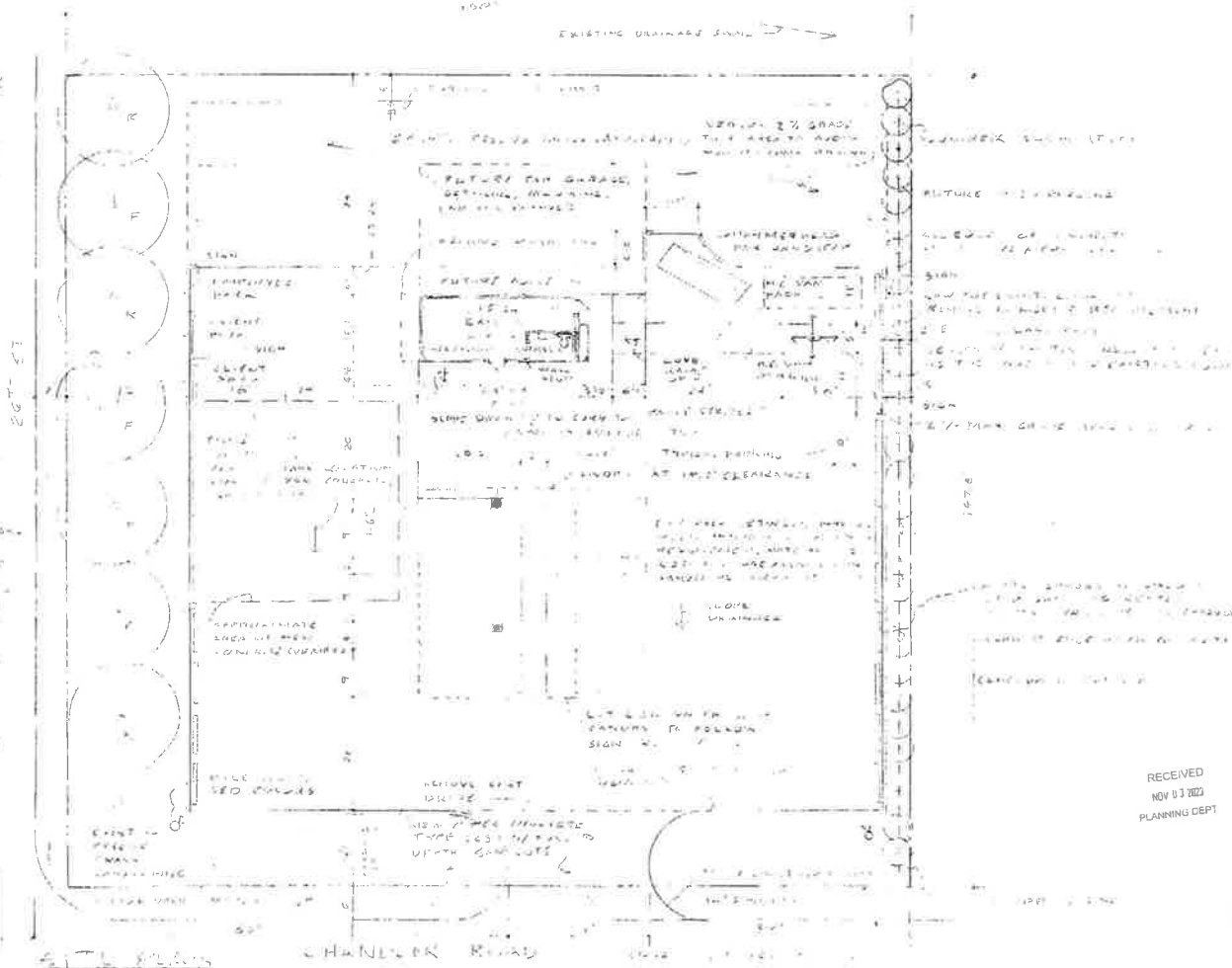
CONTRACT

5. CONTRACT
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CIVIL PLAN

6. CIVIL PLAN
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 7.10. CIVIL PLAN



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26113 CHANDLER RD (V BELLEVILLE NE 58147) RCM DUE AT STATION/45 13,2023/PAUL K KINNING ARCHITECT 1500 N. CHANDLER RD CHANDLER, AZ 85226-4400

041022-23

Record & Return To:
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 1, COASTAL MART ADDITION,
LOCATED IN THE SOUTHEAST ¼ OF SECTION 16, T14N, R13E OF THE 6TH P.M., SARP
Y COUNTY, NEBRASKA

Conditional Use Permit for 2605 West Chandler Road

This Conditional Use Permit issued this _____ day of _____, 2023 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Del Auto Sales, LLC, (“Applicant”), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Luvimart, LLC, is the legal owner of Lot 1, Coastal Mart Addition, located in the Southeast ¼ of Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 0.5 acres, more or less (“Property”). Applicant desires to use the Property for the purpose of used auto sales; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the “Permit”).

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a “Permitted Use” or “Use”.

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
 - a. A site plan showing the Property’s boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit “A.”

- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
 - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim, or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
 - a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
 - b. The Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
 - c. Applicant may maintain an automobile dealership on the property.
 - d. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
 - e. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance.
 - f. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
 - a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.
 - c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. In the event the Applicant fails to promptly remove any safety, environmental, or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental, or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time

to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

6. If any provisions, or any portion thereof, contained in this Permit are held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. The conditions and terms of this Permit shall be binding upon Applicant, its successors and assigns.

a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.

d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

Del Auto Sales, LLC.
Diego Barraza
7017 Hillcrest Lane
LaVista, NE 68128

e. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

The City of Bellevue

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipal corporation, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and Deputy City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

Witness my hand and notarial seal this ____ day of _____, 2023.

Notary Public

Diego Barraza for Del Auto Sales, LLC.

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Diego Barraza signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2023.

Notary Public

Noel Vargas for Luvimart, LLC

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Noel Vargas signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2023.

Notary Public

TREE SCHEDULE REQUIRED

REPLANTING TO BE COMPLETED WITHIN 90 DAYS OF THE DATE OF THE PERMITS. ALL PLANTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHANDLER TREE SCHEDULE. ALL PLANTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHANDLER TREE SCHEDULE. ALL PLANTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHANDLER TREE SCHEDULE.

SHRUBS

MINI DOGWOOD JUNIPER

FLORIBUNDA SPYGLASS CAMELLIA

GROUND COVER

GRASS TURF TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHANDLER TREE SCHEDULE. ALL PLANTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHANDLER TREE SCHEDULE. ALL PLANTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHANDLER TREE SCHEDULE.

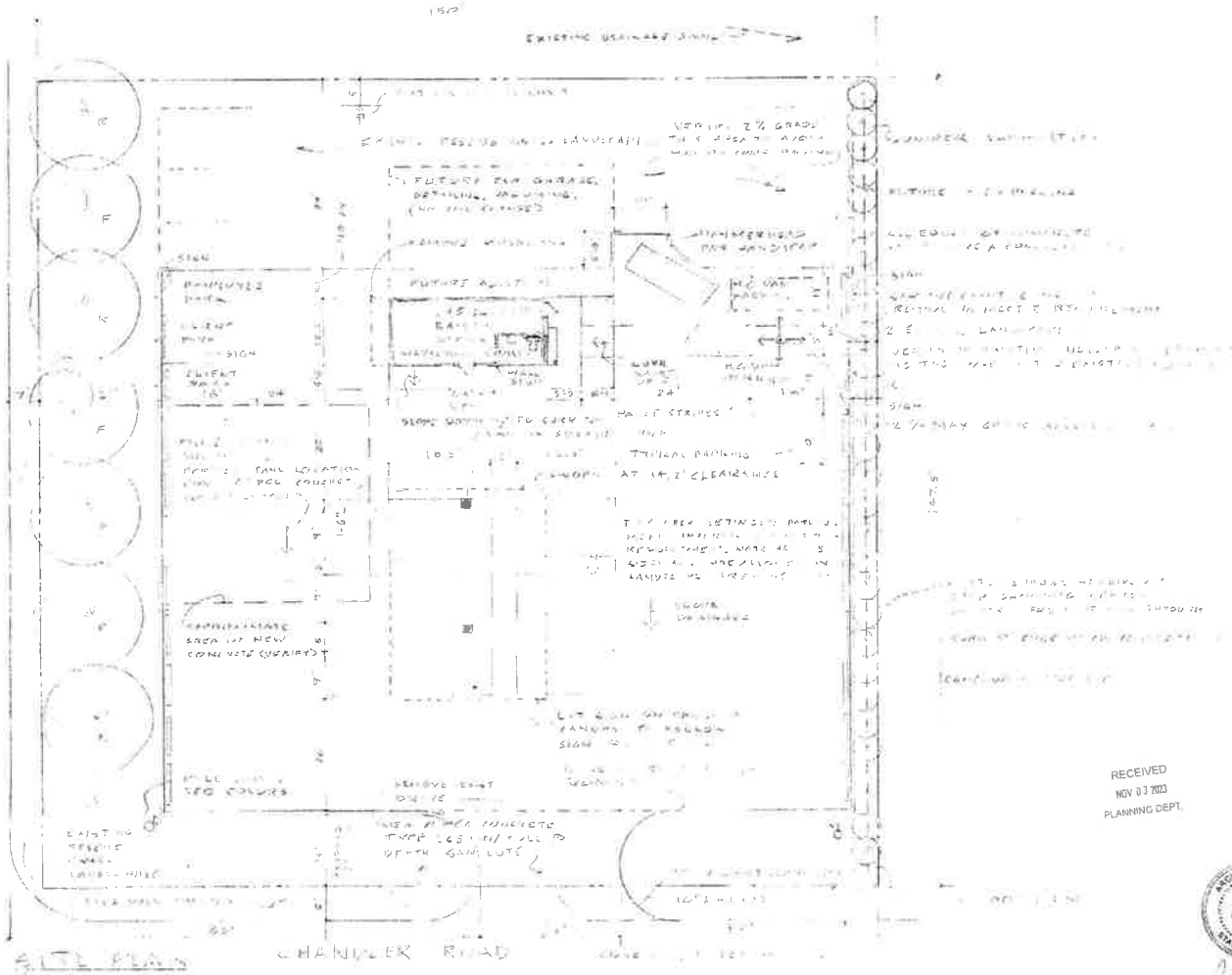
STORAGE

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CIVIL PLAN

ALL CONCRETE WORK ON SITE TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHANDLER TREE SCHEDULE. ALL CONCRETE WORK ON SITE TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHANDLER TREE SCHEDULE.

REPLANTING TO BE COMPLETED WITHIN 90 DAYS OF THE DATE OF THE PERMITS. ALL PLANTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHANDLER TREE SCHEDULE. ALL PLANTS TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHANDLER TREE SCHEDULE.



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NOV 01 2023
PLANNING DEPT.



2605 CHANDLER RD W BELLEVUE NE 98147/REMODEL 275 STATION/EE 13.2023/PAUL K. KIMMINS ARCHITECT

041022023

TREE SCHEDULE REQUIRED

R = RUSSIAN OLIVE 12 FT. TALL
(ELAEAGNUS ANGUSTIFOLIA)
DENSE SCREEN, ALL CLIMATE ZONES
F = FRINGE TREE, FLOWERS 15 FT. TALL
(CHIROANTHUS VIRGINICUS)
FRAGRANCE, ALL CLIMATE ZONES

SHRUBS

MINT JULEP JUNIPER
(JUNIPERUS CHINESES CV.)

GROUND COVER

SINCE THIS IS A REMODEL PROJECT A GOOD STAND OF FESCUE GRASS IS IN PLACE. RECOMMEND PLANTING BARE SPOTS USING INSTRUCTIONS ON THE SEED PACKAGE.

SIGNAGE

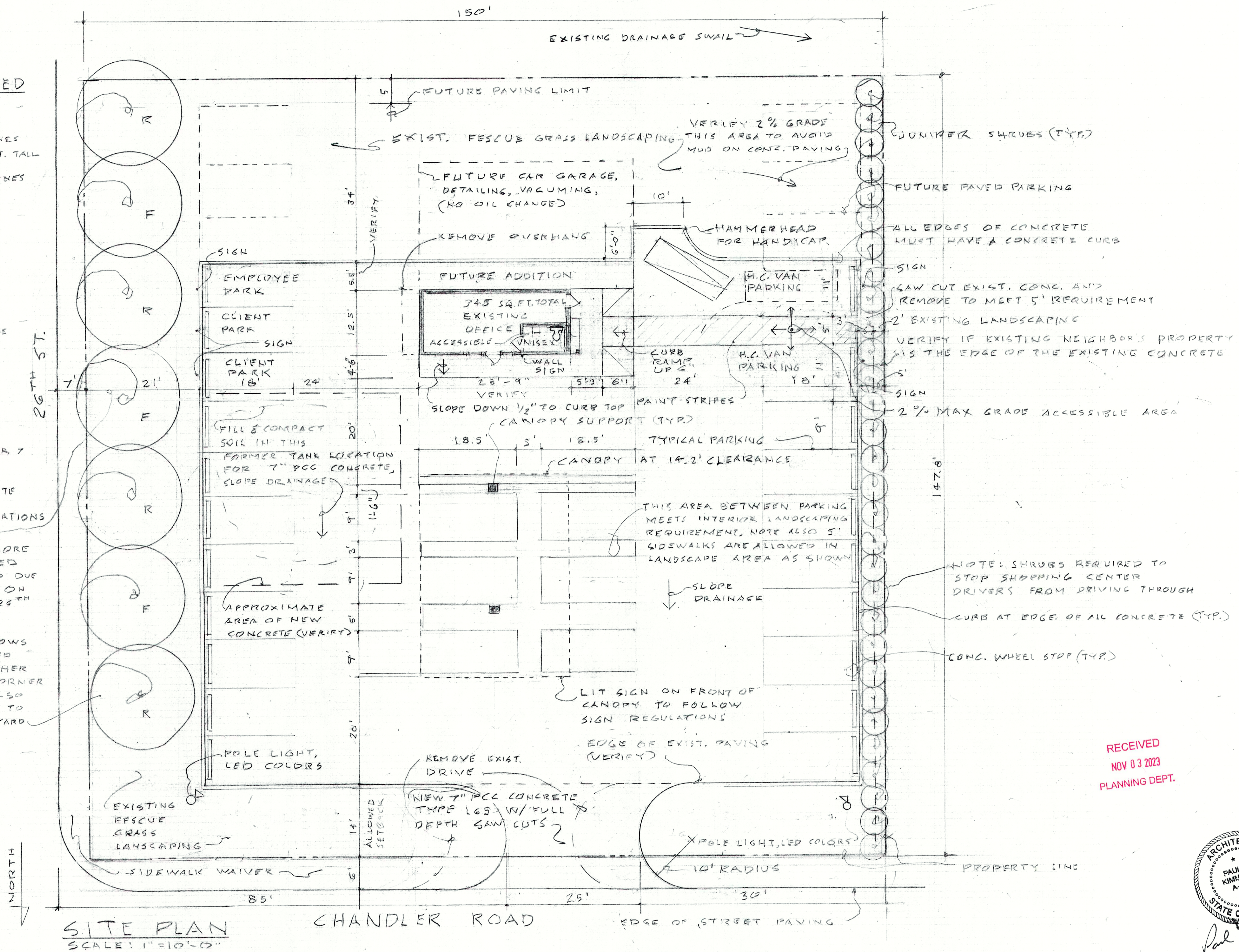
ALL REQUIRED SIGNAGE ON THIS PROPERTY TO COMPLY WITH ICC/ANSI A117-2003, CHAPTER 7

CIVIL PLAN

ALL CONCRETE WORK ON SITE TO MEET CITY OF OMAHA STANDARD PLATES AND SPECIFICATIONS

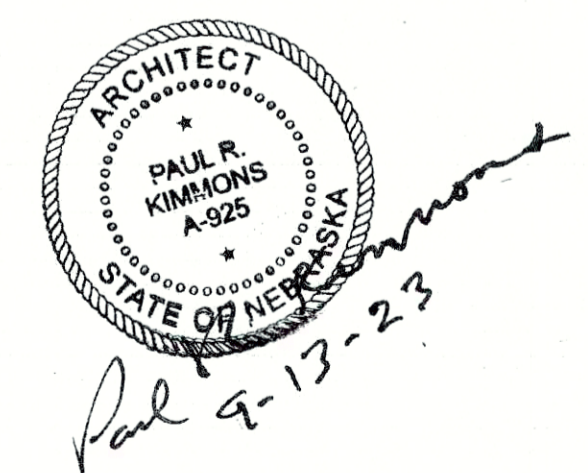
PROVIDED MORE THAN REQUIRED BUFFER YARD DUE TO RESIDENCE ON EAST SIDE OF 26TH STREET.

THE CODE ALLOWS THE REQUIRED TREES ON EITHER SIDE OF A CORNER LOT WHICH ALSO CONTRIBUTING TO THE BUFFER YARD



SITE PLAN
SCALE: 1"=10'-0"

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2605 CHANDLER RD. W. BELLEVUE NE 68147/REMODEL GAS STATION/SEPT. 13, 2023/PAUL R. KIMMONS ARCHITECT, 8031 WEST CENTER RD. OMAHA, NE
REVISED 11-2-23 ZIP 68124/402-397-7220

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/19/2023		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 resolution for the CDBG 2022-2023 Consolidated Annual Performance Evaluation and Report.

SYNOPSIS/BACKGROUND:

HUD regulation requires the City to submit the Consolidated Annual Performance and Evaluation Report (CAPER) which is the end of the year report outlining all activities and expenditures of grant funds during the fiscal year. During FY22-23, the CDBG program expended a total of \$418,653.27; \$345,027.24 in CDBG entitlement funding and \$73,626.03 in CDBG coronavirus supplemental appropriation funding. Of the CDBG entitlement funding expended, 100% was spent on activities that benefit low- and moderate-income households. The CAPER requires a 15-day public notice which was published on November 16th, and a public hearing prior to approval of the resolution by the City Council.

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:

Conduct a hearing to obtain public comments and approve the Resolution for the 2022-2023 CAPER

ATTACHMENTS:

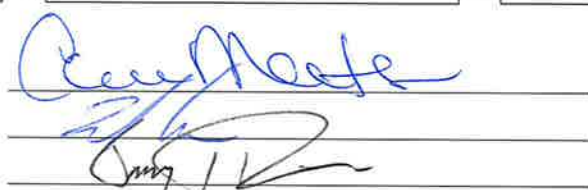
- | | | |
|--|---|-------------------------|
| 1. <input type="text" value="Resolution 2023-36"/> | 2. <input type="text" value="2022-2023 CAPER draft"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____





City of Bellevue's **2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER)**

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**



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CR-05 - Goals and Outcomes

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

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

The City of Bellevue as entitlement community for Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) must submit a Consolidated Annual Performance and Evaluation Report (CAPER) that explains in detail the activities completed and funds expended to meet those goals outlined in the Consolidated Plan and the Annual Action Plan. The City's 2022-2023 CAPER provides a review and evaluation of the city's progress towards meeting the annual goals and outcomes as outlined in the Annual Action Plan. The 2022-2023 CAPER summarizes the accomplishments and expenditures for the period of October 1, 2022, through September 30, 2023, and demonstrates the completion of the fifth year of activities to address the needs and priorities outlined in the 2019-2023 Consolidated Plan.

With the annual allocation of CDBG entitlement funds, the City of Bellevue focused on efforts to improve the quality of life for low and moderate income residents through projects and resources that addressed the following Consolidated Plan goals: improvements to public facilities to support revitalization including infrastructure improvements and acquisition for new and expanded services; support the availability of public services to the low and moderate-income households; increase affordable housing opportunities through acquisition for new development; and, administration and planning for a continued successful CDBG program.

In addition to the annual funding allocation, the City continued to respond to the negative effects of the COVID-19 coronavirus pandemic. Through the HUD special allocations of funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the City added additional goals and projects funded with CDBG Coronavirus (CDBG-CV). The City continues to work towards accomplishing goals and reporting accomplishments for CDBG-CV funded projects, specifically housing rental and mortgage assistance to prevent homelessness.

To meet Consolidated Plan goals, CDBG entitlement funding was allocated to eight projects which received approval to move forward in August 2022. The North Central Bellevue Sidewalk improvement project was allocated funds to create an accessible community with ADA sidewalks connecting the low- and moderate-income neighborhood to the surrounding schools and facilities. The project is completing final construction with anticipated completion by December 2023. The Bellevue Volunteer Fire Department organization received funding to complete building improvements including parking, electrical and HVAC. The organization is working to complete the SAM registration and prepare bid documents

before the project can move forward. The Olde Towne Tavern received assistance to complete roof replace on the building located in Olde Towne Bellevue, but has faced delays in executed subrecipient agreements and SAM registration. The Sports Participation Assistance Program operated by Bellevue Junior Sports Association also received assistance for continuation of the scholarship program for low- and moderate-income children to participation in different sports programs. Lift up Sarpy County Bellevue Community Response completed the Bellevue Assistance Program for residents in need of emergency assistance for rent, utilities, housing and transportation for employment, health, and education purposes. The Housing Foundation for Sarpy County requested and received assistance with the development of affordable housing by provided for the employment of a dedicated housing development director for Bellevue.

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

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

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Accessibility of Transportation Opportunities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	20	0	0.00%			
COVID-19 Preparation, Prevention and Response	Affordable Housing Non-Housing Community Development	CDBG-CV: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	2355	47.10%			
COVID-19 Preparation, Prevention and Response	Affordable Housing Non-Housing Community Development	CDBG-CV: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	197742	0	0.00%			
COVID-19 Preparation, Prevention and Response	Affordable Housing Non-Housing Community Development	CDBG-CV: \$	Homelessness Prevention	Persons Assisted	0	102		0	102	
COVID-19 Preparation, Prevention and Response	Affordable Housing Non-Housing Community Development	CDBG-CV: \$	Other	Other	5000	0	0.00%			
Fair Housing Outreach	Non-Housing Community Development	CDBG: \$	Other	Other	1	0	0.00%			

Increase Affordable Housing Opportunities	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	2	1	50.00%	0	1	
Increase Affordable Housing Opportunities	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	3		0	3	
Increase Affordable Housing Opportunities	Affordable Housing	CDBG: \$	Other	Other	0	0		1	0	0.00%
Increase Employment Opportunities	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	10	0	0.00%			
Increase Financial Literacy	Affordable Housing	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25	0	0.00%			
Planning and Administration	Administration	CDBG: \$50,000	Other	Other	5	0	0.00%	1	1	100.00%
Provide Community/Neighborhood Services	Non-Homeless Special Needs	CDBG: \$ / CDBG-CV Prior Year Resources: \$35,907	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	276	276.00%	60	276	460.00%
Public Facilities and Infrastructure Improvements	Non-Housing Community Development	CDBG: \$178,152	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1165	0	0.00%	1,275	1,275	100.00%
Rehabilitation of Commercial Buildings	Non-Housing Community Development	CDBG: \$27,000	Facade treatment/business building rehabilitation	Business	2	0	0.00%	1	0	0.00%

Rehabilitation of Commercial Buildings	Non-Housing Community Development	CDBG: \$40,069	Businesses assisted	Businesses Assisted	0	0	0.00%	1	0	0.00%
Removal of Barriers to Accessibility	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1400	0	0.00%			
Sustain Current Affordable Housing	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	10	0	0.00%			

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

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

The summary of accomplishments below lists all activities carried out with CDBG funds during FY2022-2023 and assesses efforts to carry out the activities as described in the 2022 Action Plan. Of the \$988,388.14 in CDBG funds available during the program year, \$345,027.24 was expended. The total unexpended program balance of \$643,360.90 will be available for the specified projects in the Action Plan until subrecipient agreements expire, and projects will be evaluated and determined if funding shall remain with that project or reallocated during the next funding cycle; it is anticipated that extension request for projects will be granted. All available funding was used to address goals identified in the Consolidated Plan and 92% was used for projects benefiting low- and moderate-income (LMI) during the certification period.

In the 2019-2023 Consolidated Plan, the City of Bellevue has identified six high priorities: encourage economic development through business development and job creation, improve and expand available and accessible public facilities and buildings, increase housing availability and sustainability, increase and expanse public service availability, prepare for, prevent of, and response to the COVID-19 pandemic, and administration of the CDBG program. As part of the 2022 program year, all eight activities selected by the City supported high priorities including: improvement to infrastructure to address safety and services would be addresses by the BVFD Facility Upgrades Phase II, Olde Towne Tavern Roof Replacement and North Central Bellevue Sidewalk Improvement project; increased affordable housing opportunities would be addressed by the Housing Foundation for Sarpy County’s housing development director position; BJSa Sports Participation Assistance Program and Lift Up Sarpy Car Bellevue Community Assistance program CDBG and CDBG-CV assisted with increasing and expanding public service availability; and program administration for the CDBG program.

There are additional activities funded in previous years which continue to support Consolidated Plan goals include: Habitat for Humanity of Sarpy County has funding in the 2019 Land Purchase project for the development of affordable housing and 2020 and 2021 funding for the single family housing unit rehabilitation project; BJSa Participation Assistance Program for participation assistance; ENCAP Food Delivery Program and building acquisition assistance for food pantry expansion; focus on the development of affordable housing with Housing Foundation for Sarpy County Mixed-Use Development project; and business assistance projects including Marathon Building Rehabilitation project.

The City funded eight activities with the CDBG Coronavirus Supplemental Appropriation including: three activities, COB Human Service COVID-19 Homeless Prevention, HFS COVID-19 Assistance, and HFS COVID-19 Housing Assistance, to provide rental and mortgage assistance; ENCAP Food Pantry Expansion assisted with additional personal to expand the food pantry hours and services for LMI households; BPSF PPE Emergency

Assistance to provided protective equipment for schools within high poverty and LMI areas; All Communities COVID-19 Companionship program to provide outreach for elderly; Lift Up Sarpy Bellevue Community Assistance program to assist LMI households with emergency needs; and program administration of all COVID-19 related activities. Of the remaining \$111,496 in CDBG-CV funding available, a total of 73,626.03 was expended.

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

CR-10 - Racial and Ethnic composition of families assisted.

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

91.520(a)

	CDBG
White	312
Black or African American	49
Asian	4
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	365
Hispanic	32
Not Hispanic	333

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

Narrative

The table above presents data for families and persons assisted by CDBG funded activities. In addition to the persons reported in the table above, the City of Bellevue also reported in the IDIS system a count for Black/African American & White (11) and Other Multi-Racial (2) persons assisted. These additional numbers would make the Total families assisted by the City's CDBG programs to 378.

The City also provided an area benefit to 2,175 persons through the sidewalk improvement program, which was in an area where 63.9% of families are low- and moderate-income.

Of the families assisted with CDBG projects, 167 were from female head of household families, 8 were from elderly households and 2 were from ADA qualified households.

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

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available.

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	383,814	345,027
Other	public - federal	111,469	73,626

Table 3 - Resources Made Available

Narrative

During the 2022 fiscal year, the City of Bellevue received an annual allocation of CDBG funding in the amount of \$ 353,161.00. During the funding cycle, the CDBG entitlement funding were allocated to eligible to projects that submitted an application during annual funding cycle. The remaining balance of CDBG entitlement funding that was previous allocated toward projects was \$534,870.21. The table above illustrates the total amount of funding made available to the City of Bellevue during the FY2022-2023. The total amount of CDBG entitlement funds expended during the year was \$347,027.24. Total amount available and the amount expended can be found in the PR26 report provided in the attachments.

In addition to the annual CDBG allocation, the City of Bellevue received a supplemental appropriation of CDBG Coronavirus funding through the CARES Act in the amount of \$422,032.00. Of the total allocation, the City expended \$73,626.03 during FY 2022. The City also expended a total of \$189,377.28 in CDBG-CV funding during FY 2020 and \$120,732.02 in FY 2021. This is outlined in the PR26 CDBG-CV report provided in the attachments.

Identify the geographic distribution and location of investments.

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Bellevue	100	100	All funds expended were for activities with the Bellevue city limits

Table 4 – Identify the geographic distribution and location of investments.

Narrative

The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that met the Consolidated Plan goals and address needs of low- and moderate-income persons, households, or areas. While the City does emphasize assisting LMI areas, the funding of specific activities is based upon an evaluation of each project's ability to meet the need identified in the Consolidated Plan and have the greatest impact on the City's low- and moderate-income population.

Of the eight projects funded during the 2022 fiscal year, three have specific locations. Two activity, Olde Towne Tavern Roof Replacement Assistance project and Bellevue Volunteer Fire Hall are located within Olde Towne Bellevue which is designated as a blight and substandard area in the city limits of Bellevue. One activity, North Central Bellevue Sidewalk Improvements, is located in a low- and moderate-income census tract.

The remaining project will directly assist low- and moderate-income individuals and households city-wide.

Leveraging

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

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

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

As part of the 2022 Action Plan, the projects which have planned leveraged funds to complete the identified activities were the BVFD Facility Upgrade Phase II, Olde Towne Tavern Roof Replacement Assistance, Housing Foundation Housing Development Director, and Lift Up Sarpy Bellevue Community Response. The projects are all open and continue to move forward with leveraged funds included in the final accomplishment report. During the 2022 program year, the North Central Bellevue Sidewalk Improvement Project was located in public right of way in a residential neighborhood. No other publicly owned land or property was utilized for activities identified in the Annual Action Plan.

During FY 2022-2023, subrecipients reported the following leveraged funds: Habitat 2020 Single Family Rehabilitation reported \$155,230 and 2021 Single Family Rehabilitation reported \$126,250.

CR-20 - Affordable Housing 91.520(b)

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

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

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	2
Number of households supported through Acquisition of Existing Units	0	0
Total	0	2

Table 6 – Number of Households Supported

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

During the 2019-2023 Consolidated Plan, the City of Bellevue identified increase and maintaining affordable housing supply as a priority need. During the 2022 program year, funds were allocated to one activity that supported housing projects in Bellevue: the Housing Foundation for Sarpy County Housing Development Director Assistance. The Housing Foundation for Sarpy County will use assistance provided through CDBG to add a Housing Development Director to the staff in order to develop relationships with developers and contractors to bring affordable housing projects to the Bellevue

market. The activity is still working towards completion along with two projects funded during previous funding cycles – Habitat’s single family housing rehabilitation projects and the Housing Foundation’s mixed-use development project. Beneficiaries are shown in the PR03 and PR23 reports included in the attachments.

The City of Bellevue funded three activities that assisted with rental and mortgage assistance payments through the supplemental CDBG Coronavirus funding received through the CARES Act. The activities, HFS COVID-19 Housing Assistance, COB Human Services COVID-19 Homeless Prevention, and HFS COVID-19 Housing Assistance projects, all provided rental and mortgage assistance to LMI households within the city limits of Bellevue who were affected by the coronavirus pandemic and have fully exhausted available funding.

Discuss how these outcomes will impact future annual action plans.

Unfortunately, the City’s CDBG projects involving property acquisition and affordable housing development continue to be negatively impacted with significantly delayed completion timelines due to increased property and land cost, supply chain delays, and a rising construction costs. The City will continue to include timeline projections during the application process and working directly with subrecipients to address any concerns to timely completion of projects throughout the year to encourage appropriate implementation of projects.

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

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	1	0
Moderate-income	0	0
Total	1	0

Table 7 – Number of Households Served

Narrative Information

The table above includes the number of *households* served and entered into IDIS with reference to the PR-23 Summary of Accomplishments which is available in the attachments. The Habitat Single Family Housing Rehabilitation project which completed single family housing unit rehabilitation to add additional affordable housing to the Bellevue market.

The City of Bellevue is not a HOME recipient.

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 provided funds in the 2022 Action Plan for to Lift Up Sarpy County Community Assistance Program to assist families facing housing and utilities assistance facing emergencies. Funds were also provided to the Eastern Nebraska Community Action Partnership (ENCAP) to assist with the relocation of the Bellevue Food Pantry in order to provide expanded service to address the increasing community need.

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

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

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

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

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

During the 2022 program year, the City continued to work with the Housing Foundation for Sarpy County and Lift Up Sarpy County to prevent homeless in families facing financial hardship resulting from the coronavirus pandemic. Through two activities, the City was able to prevent homelessness for 353 individuals.

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

Addressing the emergency shelter and transitional housing needs of homeless persons

Through MACCH's network of providers working day to day with homeless, they are most capable of reaching out to the homeless population and assessing their individual needs. Heartland Family Service is assisting homeless persons with identifying and placement for permanent housing and Lift Up Sarpy County works with serves providers across the county and in Bellevue to address needs of low-income households. The City has limited funding and is only a recipient of CDBG funds from HUD.

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

During the coronavirus pandemic, the City of Bellevue focused the majority of CDBG-CV funding to assist

with rental and mortgage assistance to help low- and moderate-income households remain in their homes. In addition to housing assistance, CDBG-CV funds were utilized by the Bellevue Food Pantry to expand hours to address the additional need in the community created by financial hardships during the pandemic and provide home delivery services to those unable to leave their homes due to health concerns. During the 2022, CDBG funds were provided to further expand the Bellevue Food Pantry by assisting with the relocation of the pantry to a larger location to address the increasing needs.

The City has not adopted any specific strategies to address homelessness and the priority need of homeless persons. This is due to the very limited funding availability and the lack of existing combined data on homeless people in Bellevue and Sarpy County. The City continues to work with service organization present in the community to identify gaps in service for Bellevue as part of organization's service area. At the current time, the City utilizes each non-profits service data to review the needs on an individual basis. As gaps in services are identified, Bellevue will work with area agencies to develop programs and projects to help address the need and end homelessness.

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

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

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

Actions taken to address the needs of public housing.

The Bellevue Housing Authority is the primary provider of housing to very low-income household in the City of Bellevue. During the 2022 Action Plan, no funds or programs were directly allocated to meet public housing needs. The City continues to work with Bellevue Housing Authority to identify housing needs in the community and research funding sources to help address those needs.

The Bellevue Housing Authority and the Housing Foundation for Sarpy County provided much needed assistance to administer rental and mortgage assistance not only from the City of Bellevue CDBG-CV funding but also from the State of Nebraska.

During the 2022 Action Plan, the City of Bellevue allocated a portion of CDBG assistance to the Housing Foundation for Sarpy County to address the affordable housing need through outreach and development of affordable housing development projects. During the 2021 Action Plan, the Housing Foundation's approved project included funding to acquire a vacant lot that could be utilized for a mixed-use development. The Housing Foundation continues to work towards identifying a lot which will meet the identified needs.

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

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

Actions taken to provide assistance to troubled PHAs.

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

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

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

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

During 2022, the City of Bellevue began work on an affordable housing action plan as required by Nebraska State Statues. The plan is begin prepared with the guidance of a local Housing Steering Committee and will include statistical trends and projections, housing unit "target" demand information, local Community Survey results, and strategies for the development of affordable housing in Bellevue. The Affordable Housing Action Plan was complete in the December 2022.

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

In addition to obstacles identified in the Consolidated Plan, no additional obstacles to meeting the underserved needs were identified during the 2022 program year. The City will continue to identify community partners and work towards addressing the needs of the underserved in the community as they are identified. The limited funding available affects the actions available to address obstacles; the City research funding opportunities and works with non-profits to pursue additional funding sources.

The coronavirus pandemic has highlighted the need for assistance for households who have lost employment and face homelessness. The City is working with subrecipients to respond to the need through the CDBG-CV program and working with them to identify ways to address the need when CARES Act funding is exhausted. In addition to providing rental and mortgage assistance, the City also provided funding to ENCAP to expand the food pantry hours of service to provide additional outreach to those in need.

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

As part of the critical and emergency home repair program, the City of Bellevue provided lead hazard information to homeowners and will assist with address lead-based paint abatement in homes were funding above the limited outlined is provided. All activities with Habitat for Humanity of Sarpy County

includes requirements for lead-based paint hazard, testing, and remediation. With limited CDBG funds available, the City will continue to pursue additional funds for lead-based paint educations, partnerships to address lead-based paint testing needs for households, and assistance for contractors with training opportunities.

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

A primary method to reduce poverty is to enhance employment for residents and promote self-sufficiency. This includes creating job opportunities, assistance programs and overall community improvement for Bellevue residents by supporting existing businesses, public service programs, and bringing additional economic forces and investment to the City thereby increasing overall opportunities for local employment.

Activities that occurred during the program year particularly for households suffering from a sudden loss of income due to COVID-19 were the expansion of the Bellevue Food Pantry Outreach and hours to reach more eligible families and for the Food Pantry Delivery Service to help with; provide rental and mortgage assistance to households who face the loss of housing due to overdue payments. While these programs don't necessarily assist with poverty, they do provide much needed relief to a household's monetary resources allowing them to use their income on other important needs (housing, childcare, transportation, ect.).

The City did not use CDBG funds in direct effort to reduce the number of poverty-level families in Bellevue during the fiscal year 2022. The City funded the following activities to assist businesses and expand economic opportunities: Olde Towne Tavern Roof Replacement Improvement Project, Marathon Ventures Business Rehabilitation for expansion, and Habitat Single Family Housing Rehabilitation.

All of the activities funded through the CDBG program are available to poverty level families, and the City has sought to balance the investment of federal funds between the priorities outlined in the Consolidated Plan. A detailed breakdown of the CDBG awarded activities and accomplishments reported for each is available in the PR03 CDBG Activity Summary Report available in the attachments to this document.

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

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

With limited funding, the City does not have the capacity to address homeless populations, persons with special needs, or the various public services needs of the low- and moderate-income individuals in our community without the assistance of community partners. Throughout 2022, the City's CDBG staff participated in various community meetings, housing task force meetings and developed connections

with various stakeholders throughout the community to develop participation in the Consolidated Plan and its issues as well as expand the program and institutional structure to reach more residents. By adding to the number of partner agencies, the City hopes to enhance the coordination amount partners and further examine the needs of the homeless and at-risk population, developing data sources to ensure the more recent information is available, and provide outreach and information to at-risk population addressing the needs when identified.

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

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

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

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

The City of Bellevue worked to develop the Affirmatively Further Fair Housing Plan and formed a partnership with the City of Omaha and Council Bluffs and surrounding housing authorities to develop a plan to address the impediments identified. Following flooding in the Spring of 2019, the City of Bellevue joined the Housing Task Force of Sarpy County to begin efforts to address housing needs that raised from housing damaged by flooding. To encourage participation for all residents, the City of Bellevue has developed a Limited English Proficiency Plan to address the needs for a small population with a wide variety of languages spoken in the community. The plan continues to be reviewed and developed as new partners and resources are identified. The City received various calls regarding housing discrimination during the COVID-19 pandemic and those complainants were referred to the Fair Housing Center of Nebraska and Iowa for additional assistance.

During 2022, the City of Bellevue began work on an affordable housing action plan as required by Nebraska State Statues. The plan was prepared with the guidance of a local Housing Steering Committee and will include statistical trends and projections, housing unit “target” demand information, local Community Survey results, and strategies for the development of affordable housing in Bellevue. The Affordable Housing Action Plan was present to the Bellevue City Council in December 2022.

CR-40 - Monitoring 91.220 and 91.230

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

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

Unfortunately, due to the coronavirus pandemic, the monitoring procedures were amended during the 2020 program year to reduce the number of in-person meetings with subrecipients. The City continues to monitor subrecipients via phone and email conversations, pre-award review, invoice submissions, and quarterly performance reports. Following the receipt of reports, the CDBG Program Specialist conducts a project review and contacts subrecipients with questions and concerns. In person meetings are held when there are outstanding concerns regarding the CDBG project and during the close out procedures following the completion of the CDBG activity.

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

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

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

and Inspections to notify contractors as they apply for City licenses about the bid opportunities through the City's grant program.

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

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

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

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

The CAPER was developed by the City of Bellevue and a draft will made available for public comments during a fifteen-day comment period. Notice was published in the area media outlets on November 29, 2023, and the CAPER was available for review at the following locations: Bellevue City Hall, City Clerk's Office, 1500 Wall Street, Bellevue, NE 68005, Hours Monday – Friday 8:00 a.m. to 4:30 p.m. (City Clerk and CDBG Offices); Bellevue Public Library, 1003 Lincoln Road, Bellevue, NE 68005, Hours: Monday – Thursday 9:00 a.m. to 9:00 p.m.; Friday and Saturday 9:00 a.m. to 5:00 p.m.; Sunday 12:00 p.m. to 5:00 p.m.; Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005, Monday – Friday, 8:00 a.m. to 4:30 p.m.; Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005, Tuesday, Thursday and Friday - 6:00 a.m. to 10:00 p.m. Wednesday - 6:00 a.m. to 7:00 p.m., Saturday - 8:00 a.m. to 5:00 p.m., Sunday - 12 noon - 5:00 p.m.; and City of Bellevue website at www.bellevue.net.

Following the public comment period, a public hearing will be held on December 19, 2023, during the City Council regularly scheduled meeting and residents were provided the opportunity to submit verbal comments regarding the CAPER. All comments that are provided during the comment period and public hearing will be included in the final plan.

There were no comments received during the comment period.

CR-45 - CDBG 91.520(c)

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

As with other communities throughout the country, the City of Bellevue was faced with the coronavirus pandemic which delayed or brought to a halt many planned activities and a change to disaster response needs. The City received two special allocations through the CARES Act and CDBG-CV funding for the preparation of, prevention of, and response to the coronavirus pandemic. This included a substantial amendment to add a coronavirus response priority and goals to the 2019-2023 Consolidated Plan and CDBG-CV funded projects to the 2019 Action Plan. The City also updated the Citizen Participation Plan to allow for emergency responses requirements and any waivers provided by HUD and regulations. The City of Bellevue also amended the monitoring procedures to allow for more conference calls and virtual meetings.

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

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

The City is continuing to manage and review the program to ensure efficiency. As a result, there are proposed changes begin drafted for the program in the upcoming year to guarantee the program is up to date with current changes in regulations including the updated Section 3 regulations, Davis-Bacon Prevailing Wage updated regulations, and Build America, Buy America Act.

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

No

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

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided.

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	1	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding childcare.					
Assisted residents to apply for, or attend community college or a four-year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.	1				

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The City of Bellevue provides information regarding Section 3 in all construction project bid documents, preconstruction meeting, and technical assistance sessions which included CDBG funding.

The table above reports on Section 3 and Targeted Section 3 labor hours and qualitative efforts taken to conduct outreach and recruit Section 3 and Targeted Section 3 workers to reach safe harbor standard. There is one activity included in the 2022 Action Plan that would fall under the Section 3 rule: North Central Bellevue Sidewalk Project. The activity remains open and is working on the final Section 3 report for labor hours during the project.

The activity conducted the following qualitative outreach efforts to comply with Section 3: (1) Reviewed Section 3 requirements at pre-agreement meeting with subrecipients, (2) Reached out to organizations when new hire opportunities arose on project to actively recruit Section 3 and Targeted Section 3 workers, and (3) Assisted with utilization of the Section 3 portal to identify Section 3 contractors and assist with the steps for Section 3 new hires. Due to the abbreviated timeframe the project has been under construction, the project will report on Section 3 in greater detail in future CAPERs.

The City will continue to work with subrecipient encourage the utilization of Section 3 business concerns and employees while developing materials for contractors to assist with meeting the safe harbor standard.

Attachments

2022-2023 CAPER Resolution and Public Notice

RESOLUTION 2023-36

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

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

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

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

WHEREAS, the City provided a 15-day public comment period for the purpose of receiving written and oral comments and conducted a public hearing on December 19, 2023, for the CAPER.

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

- a.) Approves the 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER); and
- b.) Authorizes the Mayor to submit on behalf of the City of Bellevue the CAPER to the U.S. Department of Housing and Urban Development (HUD); and
- c.) Allows staff to make minor technical modifications and/or necessary corrections to the CAPER as required by HUD.

PASSED AND APPROVED, by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this the 19th day of December 2023.

Rusty Hike, Mayor

(SEAL)

ATTEST:

Susan Kluthe, City Clerk

CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING AND AVAILABILITY OF THE
2022-2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

TO ALL INTERESTED AGENCIES GROUPS AND INDIVIDUALS:

The City of Bellevue announces the availability of the draft 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER outlines progress made in achieving goals established in the 2019-2023 Consolidated Plan and activities outlined in the 2022 Annual Action Plan. The draft report includes: information regarding amount of funds invested in projects and activities; (2) descriptions of households assisted through investment of these funds; and (3) other information relevant to the status of grant-funded projects administered by the City of Bellevue which affect local housing and community development needs. The draft CAPER covers the period of October 1, 2022, through September 30, 2023. Copies may be viewed electronically on the on the City of Bellevue website at www.bellevue.net and paper copies can be requested by contacting the City of Bellevue CDBG program. Copies of the report may also be available 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; and Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005

A public hearing for the purpose of obtaining comments on the draft 2022-2023 CAPER is scheduled for: Tuesday, December 19, 2023, at 6:00 PM during the Bellevue City Council meeting in the 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 December 15, 2023. Questions, comments or suggestions are encouraged concerning the 2022-2023 CAPER and will be accepted until December 18, 2023. Any questions, comments or suggestions received during the comment period or during the public hearing on December 19, 2023, will be included with the final CAPER submitted to HUD. All interested parties may submit written comments to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email to abby.highland@outlook.com; or contact by phone at (402)293-3000. The approved 2022-2023 CAPER, including all comments received, will be submitted to the U.S. Department of Housing and Urban Development no later than Friday, December 22, 2023.

Suburban Newspapers

Affidavit Of Publication

**YOUR COMMUNITY
YOUR NEWS**

State of Nebraska }
 } SS.
County of Sarpy, Nebraska }

I, (the undersigned) an authorized representative of the SNI Sarpy County Times, a legal newspaper of general circulation in County of Sarpy, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on;

Wednesday, November 29, 2023 in Sarpy County Times

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.



Billing Representative

Sworn to and subscribed before me this 29th day of November, 2023.



Notary Public

State of Virginia
County of Hanover
My Commission expires _____

Richard A. Hundley
Notary Public
Commonwealth of Virginia
Notary Registration No. 7904041
Commission Exp. Jan 31, 2024

CITY OF BELLEVUE CDBG SPECIALIST - SNI
1500 WALL STREET
BELLEVUE, NE 68005

Printer's Fee \$64.45
Customer 1018725
Number: 0000393304
Order Number:
E-mail

**CITY OF BELLEVUE
NOTICE OF PUBLIC HEARING AND
AVAILABILITY OF THE
2022-2023 CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION
REPORT**

TO ALL INTERESTED AGENCIES
GROUPS AND INDIVIDUALS:

The City of Bellevue announces the availability of the draft 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER outlines progress made in achieving goals established in the 2019-2023 Consolidated Plan and activities outlined in the 2022 Annual Action Plan. The draft report includes: information regarding amount of funds invested in projects and activities; (2) descriptions of households assisted through investment of these funds; and (3) other information relevant to the status of grant-funded projects administered by the City of Bellevue which affect local housing and community development needs. The draft CAPER covers the period of October 1, 2022, through September 30, 2023. Copies may be viewed electronically on the City of Bellevue website at www.bellevue.net and paper copies can be requested by contacting the City of Bellevue CDBG program. Copies of the report may also be available at the following locations: Bellevue City Hall, City Clerk's Office, 1500 Wall Street, Bellevue, NE 98005; Bellevue Public Library, 1003 Lincoln Road, Bellevue, NE 98005; Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 98005; and Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 98005.

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393304 11/29 ZNEZ



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System

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PR26 - CDBG Financial Summary Report

Program Year 2022

BELLEVUE , NE

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	629,665.08
02 ENTITLEMENT GRANT	353,161.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	5,562.06
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	988,388.14

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	297,908.76
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	297,908.76
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	47,118.48
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	345,027.24
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	643,360.90

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	297,908.76
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	297,908.76
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2020 PY: 2021 PY: 2022
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	598,946.20
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	555,375.94
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	92.73%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	40,785.96
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	15,229.32
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	7,422.28
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	48,593.00
32 ENTITLEMENT GRANT	353,161.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	353,161.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	13.76%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	47,118.48
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	74,573.83
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	71,692.31
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	50,000.00
42 ENTITLEMENT GRANT	353,161.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	353,161.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	14.16%



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

No data returned for this view. This might be because the applied filter excludes all data.

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

No data returned for this view. This might be because the applied filter excludes all data.

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

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2022	1	73	6781839	North Central Bellevue Sidewalk Improvements	03L	LMA	\$68,055.51
2022	1	73	6786546	North Central Bellevue Sidewalk Improvements	03L	LMA	\$7,612.25
2022	1	73	6797952	North Central Bellevue Sidewalk Improvements	03L	LMA	\$85,625.70
2022	1	73	6811092	North Central Bellevue Sidewalk Improvements	03L	LMA	\$1,559.53
2022	1	73	6821057	North Central Bellevue Sidewalk Improvements	03L	LMA	\$11,269.81
					03L	Matrix Code	\$174,122.80
2020	3	55	6713022	ENCAP Food Delivery Program	05W	LMC	\$1,215.38
2020	3	55	6729018	ENCAP Food Delivery Program	05W	LMC	\$1,519.91
2020	3	55	6745194	ENCAP Food Delivery Program	05W	LMC	\$3,636.99
					05W	Matrix Code	\$6,372.28
2020	2	54	6708260	BJSA Sports Participation Assistance Program	05Z	LMC	\$1,050.00
2022	4	75	6797952	BJSA Program Participation Assistance	05Z	LMC	\$1,310.00
2022	4	75	6833763	BJSA Program Participation Assistance	05Z	LMC	\$915.00
2022	5	76	6762523	Lift Up Sarpy Bellevue Community Assistance Program	05Z	LMC	\$5,107.44
2022	5	76	6781839	Lift Up Sarpy Bellevue Community Assistance Program	05Z	LMC	\$3,440.71
2022	5	76	6791541	Lift Up Sarpy Bellevue Community Assistance Program	05Z	LMC	\$4,560.97
2022	5	76	6815277	Lift Up Sarpy Bellevue Community Assistance Program	05Z	LMC	\$18,029.56
					05Z	Matrix Code	\$34,413.68
2020	1	53	6791541	Habitat Single Family Housing Rehabilitation	14A	LMH	\$38,000.00
2021	5	71	6696643	HFH Single Family Housing Rehabilitation Assistance	14A	LMH	\$2,926.58
2021	5	71	6708260	HFH Single Family Housing Rehabilitation Assistance	14A	LMH	\$42,073.42
					14A	Matrix Code	\$83,000.00
Total							\$297,908.76

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

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2020	3	55	6713022	Yes	ENCAP Food Delivery Program	B20MC310003	EN	05W	LMC	\$1,215.38
2020	3	55	6729018	Yes	ENCAP Food Delivery Program	B20MC310003	EN	05W	LMC	\$1,519.91
2020	3	55	6745194	Yes	ENCAP Food Delivery Program	B20MC310003	EN	05W	LMC	\$3,636.99
								05W	Matrix Code	\$6,372.28
2020	2	54	6708260	No	BJSA Sports Participation Assistance Program	B20MC310003	EN	05Z	LMC	\$1,050.00
2022	4	75	6797952	No	BJSA Program Participation Assistance	B22MC310003	EN	05Z	LMC	\$1,310.00
2022	4	75	6833763	No	BJSA Program Participation Assistance	B22MC310003	EN	05Z	LMC	\$915.00
2022	5	76	6762523	No	Lift Up Sarpy Bellevue Community Assistance Program	B22MC310003	EN	05Z	LMC	\$5,107.44
2022	5	76	6781839	No	Lift Up Sarpy Bellevue Community Assistance Program	B22MC310003	EN	05Z	LMC	\$3,440.71
2022	5	76	6791541	No	Lift Up Sarpy Bellevue Community Assistance Program	B22MC310003	EN	05Z	LMC	\$4,560.97
2022	5	76	6815277	No	Lift Up Sarpy Bellevue Community Assistance Program	B22MC310003	EN	05Z	LMC	\$18,029.56
								05Z	Matrix Code	\$34,413.68
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$34,413.68
				Yes	Activity to prevent, prepare for, and respond to Coronavirus					\$6,372.28
Total										\$40,785.96

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



Office of Community Planning and Development
 U.S. Department of Housing and Urban Development
 Integrated Disbursement and Information System

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PR26 - CDBG Financial Summary Report

Program Year 2022

BELLEVUE , NE

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	6	36	6702673	Program Administration	21A		\$379.22
2017	6	36	6708260	Program Administration	21A		\$771.99
2017	6	36	6713022	Program Administration	21A		\$828.14
2017	6	36	6729018	Program Administration	21A		\$496.92
2017	6	36	6740269	Program Administration	21A		\$611.61
2017	6	36	6745194	Program Administration	21A		\$471.11
2017	6	36	6751049	Program Administration	21A		\$232.33
2017	6	36	6762523	Program Administration	21A		\$805.05
2018	5	41	6702673	Program Administration	21A		\$137.64
2018	5	41	6708260	Program Administration	21A		\$291.87
2018	5	41	6713022	Program Administration	21A		\$519.43
2018	5	41	6729018	Program Administration	21A		\$361.24
2018	5	41	6740269	Program Administration	21A		\$862.67
2018	5	41	6745194	Program Administration	21A		\$731.03
2018	5	41	6751049	Program Administration	21A		\$242.97
2018	5	41	6762523	Program Administration	21A		\$687.03
2018	5	41	6763247	Program Administration	21A		\$48.45
2018	5	41	6769201	Program Administration	21A		\$48.38
2018	5	41	6776252	Program Administration	21A		\$937.38
2018	5	41	6786546	Program Administration	21A		\$936.78
2018	5	41	6791541	Program Administration	21A		\$403.76
2018	5	41	6794976	Program Administration	21A		(\$936.78)
2018	5	41	6798638	Program Administration	21A		\$665.55
2018	5	41	6802517	Program Administration	21A		\$299.63
2018	5	41	6811092	Program Administration	21A		\$615.74
2018	5	41	6821057	Program Administration	21A		\$445.28
2018	5	41	6833763	Program Administration	21A		\$286.70
2019	7	48	6702673	Program Administrator	21A		\$275.27
2019	7	48	6708260	Program Administrator	21A		\$406.08
2019	7	48	6713022	Program Administrator	21A		\$659.76
2019	7	48	6729018	Program Administrator	21A		\$482.92
2019	7	48	6740269	Program Administrator	21A		\$657.40
2019	7	48	6745194	Program Administrator	21A		\$572.64
2019	7	48	6751049	Program Administrator	21A		\$242.97
2019	7	48	6762523	Program Administrator	21A		\$671.30
2019	7	48	6776252	Program Administrator	21A		\$764.79
2019	7	48	6786546	Program Administrator	21A		\$764.79
2019	7	48	6791541	Program Administrator	21A		\$20.50
2019	7	48	6794977	Program Administrator	21A		(\$764.79)
2019	7	48	6798638	Program Administrator	21A		\$562.28
2019	7	48	6811092	Program Administrator	21A		\$202.51
2020	10	62	6702673	Program Administration	21A		\$182.86
2020	10	62	6708260	Program Administration	21A		\$224.19
2020	10	62	6713022	Program Administration	21A		\$763.73
2020	10	62	6729018	Program Administration	21A		\$1,270.04
2020	10	62	6740269	Program Administration	21A		\$719.00
2020	10	62	6745194	Program Administration	21A		\$564.51
2020	10	62	6751049	Program Administration	21A		\$283.76
2020	10	62	6762523	Program Administration	21A		\$719.81
2020	10	62	6776252	Program Administration	21A		\$837.88
2020	10	62	6786546	Program Administration	21A		\$837.88
2020	10	62	6791541	Program Administration	21A		\$358.43
2020	10	62	6794973	Program Administration	21A		(\$837.88)
2020	10	62	6798638	Program Administration	21A		\$504.90
2020	10	62	6802517	Program Administration	21A		\$308.34
2020	10	62	6811092	Program Administration	21A		\$538.19
2020	10	62	6821057	Program Administration	21A		\$861.10
2020	10	62	6833763	Program Administration	21A		\$713.70
2021	6	72	6702673	Program Administration	21A		\$320.50
2021	6	72	6708260	Program Administration	21A		\$900.99
2021	6	72	6713022	Program Administration	21A		\$1,695.49
2021	6	72	6729018	Program Administration	21A		\$528.53
2021	6	72	6740269	Program Administration	21A		\$1,276.93
2021	6	72	6745194	Program Administration	21A		\$946.27
2021	6	72	6751049	Program Administration	21A		\$324.56
2021	6	72	6762523	Program Administration	21A		\$2,263.21
2021	6	72	6776252	Program Administration	21A		\$1,740.63
2021	6	72	6786546	Program Administration	21A		\$1,740.63
2021	6	72	6791541	Program Administration	21A		\$494.49
2021	6	72	6794974	Program Administration	21A		(\$1,740.63)
2021	6	72	6798638	Program Administration	21A		\$751.61



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Program Year 2022

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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	6	72	6802517	Program Administration	21A		\$347.36
2021	6	72	6811092	Program Administration	21A		\$637.94
2021	6	72	6821057	Program Administration	21A		\$375.25
2021	6	72	6833763	Program Administration	21A		\$274.50
2022	7	80	6776252	Program Administration	21A		\$1,281.98
2022	7	80	6786546	Program Administration	21A		\$1,281.98
2022	7	80	6791541	Program Administration	21A		\$1,450.29
2022	7	80	6794975	Program Administration	21A		(\$1,281.98)
2022	7	80	6798638	Program Administration	21A		\$1,417.16
2022	7	80	6802517	Program Administration	21A		\$462.53
2022	7	80	6811092	Program Administration	21A		\$1,028.08
2022	7	80	6821057	Program Administration	21A		\$1,287.70
2022	7	80	6833763	Program Administration	21A		\$762.50
						21A	
						Matrix Code	\$47,118.48
Total							\$47,118.48



PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	422,032.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	1,564.38
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL CDBG-CV FUNDS AWARDED	422,032.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	348,189.28
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	35,999.14
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	384,188.42
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	37,843.58

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	348,189.28
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	348,189.28
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	348,189.28
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	348,189.28
17 CDBG-CV GRANT	422,032.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	82.50%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	35,999.14
20 CDBG-CV GRANT	422,032.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	8.53%



LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	13	49	6454836	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$4,107.00
			6459982	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$2,760.00
			6465247	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$5,634.97
			6470850	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$5,723.36
			6494776	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$1,500.00
			6553547	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$274.67
	14	50	6459982	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$44,719.94
			6465247	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$18,347.41
			6470850	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$18,735.17
			6478231	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$26,620.79
			6571512	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$12,726.69
	15	51	6505508	ENCAP Food Pantry Expansion	05W	LMC	\$27,706.79
			6537825	ENCAP Food Pantry Expansion	05W	LMC	\$9,902.07
			6553547	ENCAP Food Pantry Expansion	05W	LMC	\$8,983.14
	17	63	6657175	HFS COVID-19 Housing Assistance	05Q	LMC	\$92,113.96
			6769201	HFS COVID-19 Housing Assistance	05Q	LMC	\$53,365.04
	18	64	6615136	BPSF COVID-19 PPE Emergency Assistance	05Z	LMC	\$8,904.00
	2022	5	77	6762523	Lift Up Sarpy Bellevue Community Assistance Program - CDBG Coronavirus	05Z	LMC
6781839				Lift Up Sarpy Bellevue Community Assistance Program - CDBG Coronavirus	05Z	LMC	\$1,300.00
6815277				Lift Up Sarpy Bellevue Community Assistance Program - CDBG Coronavirus	05Z	LMC	\$654.00
Total							\$348,189.28

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	13	49	6454836	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$4,107.00
			6459982	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$2,760.00
			6465247	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$5,634.97
			6470850	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$5,723.36
			6494776	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$1,500.00
			6553547	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$274.67
	14	50	6459982	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$44,719.94
			6465247	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$18,347.41



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	14	50	6470850	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$18,735.17
			6478231	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$26,620.79
			6571512	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$12,726.69
	15	51	6505508	ENCAP Food Pantry Expansion	05W	LMC	\$27,706.79
			6537825	ENCAP Food Pantry Expansion	05W	LMC	\$9,902.07
			6553547	ENCAP Food Pantry Expansion	05W	LMC	\$8,983.14
	17	63	6657175	HFS COVID-19 Housing Assistance	05Q	LMC	\$92,113.96
			6769201	HFS COVID-19 Housing Assistance	05Q	LMC	\$53,365.04
	18	64	6615136	BPSF COVID-19 PPE Emergency Assistance	05Z	LMC	\$8,904.00
			6762523	Lift Up Sarpy Bellevue Community Assistance Program - CDBG Coronavirus	05Z	LMC	\$4,110.28
2022	5	77	6781839	Lift Up Sarpy Bellevue Community Assistance Program - CDBG Coronavirus	05Z	LMC	\$1,300.00
			6815277	Lift Up Sarpy Bellevue Community Assistance Program - CDBG Coronavirus	05Z	LMC	\$654.00
			Total				

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

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount		
2019	16	52	6435239	CDBG-CV Program Administration	21A		\$3,249.25		
			6439695	CDBG-CV Program Administration	21A		\$116.90		
			6445650	CDBG-CV Program Administration	21A		\$410.00		
			6454836	CDBG-CV Program Administration	21A		\$1,281.25		
			6459982	CDBG-CV Program Administration	21A		\$768.75		
			6470850	CDBG-CV Program Administration	21A		\$943.00		
			6483618	CDBG-CV Program Administration	21A		\$280.32		
			6494776	CDBG-CV Program Administration	21A		\$1,455.50		
			6499577	CDBG-CV Program Administration	21A		\$110.12		
			6505508	CDBG-CV Program Administration	21A		\$613.57		
			6513632	CDBG-CV Program Administration	21A		\$522.96		
			6518064	CDBG-CV Program Administration	21A		\$543.25		
			6529016	CDBG-CV Program Administration	21A		\$80.32		
			6537825	CDBG-CV Program Administration	21A		\$792.00		
			6541908	CDBG-CV Program Administration	21A		\$258.75		
			6547383	CDBG-CV Program Administration	21A		\$625.77		
			6571512	CDBG-CV Program Administration	21A		\$615.94		
			6576506	CDBG-CV Program Administration	21A		\$463.38		
			6580687	CDBG-CV Program Administration	21A		\$40.34		
			6589409	CDBG-CV Program Administration	21A		\$191.25		
			6602036	CDBG-CV Program Administration	21A		\$438.75		
			6606642	CDBG-CV Program Administration	21A		\$43.62		
			6615136	CDBG-CV Program Administration	21A		\$42.92		
			6627534	CDBG-CV Program Administration	21A		\$11.25		
			6633277	CDBG-CV Program Administration	21A		\$5.96		
			6640711	CDBG-CV Program Administration	21A		\$54.76		
			6652682	CDBG-CV Program Administration	21A		\$67.50		
			6663110	CDBG-CV Program Administration	21A		\$67.50		
			6668749	CDBG-CV Program Administration	21A		\$82.97		
			6676539	CDBG-CV Program Administration	21A		\$202.50		
			6686853	CDBG-CV Program Administration	21A		\$45.92		
			6691110	CDBG-CV Program Administration	21A		\$43.73		
			6702673	CDBG-CV Program Administration	21A		\$308.69		
			6708260	CDBG-CV Program Administration	21A		\$221.31		
			20	66	6499577	CDBG-CV R3 Program Administration	21A		\$80.10
					6505508	CDBG-CV R3 Program Administration	21A		\$705.77
					6513632	CDBG-CV R3 Program Administration	21A		\$552.87
					6518064	CDBG-CV R3 Program Administration	21A		\$246.00
					6529016	CDBG-CV R3 Program Administration	21A		\$26.77
						6537825	CDBG-CV R3 Program Administration	21A	



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	20	66	6541908	CDBG-CV R3 Program Administration	21A		\$112.50
			6547383	CDBG-CV R3 Program Administration	21A		\$45.00
			6571512	CDBG-CV R3 Program Administration	21A		\$205.30
			6576506	CDBG-CV R3 Program Administration	21A		\$238.38
			6580687	CDBG-CV R3 Program Administration	21A		\$32.27
			6589409	CDBG-CV R3 Program Administration	21A		\$135.00
			6602036	CDBG-CV R3 Program Administration	21A		\$528.75
			6606642	CDBG-CV R3 Program Administration	21A		\$76.32
			6615136	CDBG-CV R3 Program Administration	21A		\$257.62
			6627534	CDBG-CV R3 Program Administration	21A		\$1,171.78
			6633277	CDBG-CV R3 Program Administration	21A		\$47.70
			6640711	CDBG-CV R3 Program Administration	21A		\$393.14
			6652682	CDBG-CV R3 Program Administration	21A		\$326.25
			6663110	CDBG-CV R3 Program Administration	21A		\$22.50
			6668749	CDBG-CV R3 Program Administration	21A		\$82.97
			6676539	CDBG-CV R3 Program Administration	21A		\$319.95
			6686853	CDBG-CV R3 Program Administration	21A		\$236.68
			6691110	CDBG-CV R3 Program Administration	21A		\$494.47
			6702673	CDBG-CV R3 Program Administration	21A		\$363.73
			6708260	CDBG-CV R3 Program Administration	21A		\$1,500.30
			6713022	CDBG-CV R3 Program Administration	21A		\$545.28
			6729018	CDBG-CV R3 Program Administration	21A		\$665.44
			6740269	CDBG-CV R3 Program Administration	21A		\$637.04
			6745194	CDBG-CV R3 Program Administration	21A		\$775.69
			6751049	CDBG-CV R3 Program Administration	21A		\$446.96
			6762523	CDBG-CV R3 Program Administration	21A		\$996.24
			6776252	CDBG-CV R3 Program Administration	21A		\$1,564.38
			6786546	CDBG-CV R3 Program Administration	21A		\$1,564.38
			6791541	CDBG-CV R3 Program Administration	21A		\$686.98
			6794364	CDBG-CV R3 Program Administration	21A		(\$1,564.38)
			6798638	CDBG-CV R3 Program Administration	21A		\$1,836.00
			6802517	CDBG-CV R3 Program Administration	21A		\$488.53
			6811092	CDBG-CV R3 Program Administration	21A		\$1,160.04
			6821057	CDBG-CV R3 Program Administration	21A		\$987.50
			6833763	CDBG-CV R3 Program Administration	21A		\$1,012.60
			6833768	CDBG-CV R3 Program Administration	21A		\$453.09
Total							\$35,999.14

PR26 - Activity Summary by Selected Grant

Date Generated: 11/20/2023

Grantee: BELLEVUE

Grant Year: 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016

Formula and Competitive Grants only

Total Grant Amount for CDBG 2022 Grant year = \$353,161.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2022	B22MC310003	Administrative And Planning	21A		80	No	Open	\$50,000.00	\$8,062.69		\$50,000.00	\$8,062.69
Total Administrative And Planning										\$50,000.00	\$8,062.69	2.28%	\$50,000.00	\$8,062.69
NE	BELLEVUE	2022	B22MC310003	Economic Development	14E	LMA	74	No	Open	\$40,069.00	\$0.00		\$40,069.00	
NE	BELLEVUE	2022	B22MC310003	Economic Development	14E	SBA	78	No	Open	\$27,000.00	\$0.00		\$27,000.00	
Total Economic Development										\$67,069.00	\$0.00	0.00%	\$67,069.00	\$0.00
NE	BELLEVUE	2022	B22MC310003	Housing	14A	LMH	53	No	Completed	\$22,171.57	\$22,171.57		\$38,000.00	\$38,000.00
Total Housing										\$22,171.57	\$22,171.57	6.28%	\$38,000.00	\$38,000.00
NE	BELLEVUE	2022	B22MC310003	Other	19C	LMH	79	No	Open	\$40,000.00	\$0.00		\$40,000.00	
Total Other										\$40,000.00	\$0.00	0.00%	\$40,000.00	\$0.00
NE	BELLEVUE	2022	B22MC310003	Public Improvements	03L	LMA	73	No	Open	\$125,327.43	\$121,298.23		\$178,152.00	\$174,122.80
Total Public Improvements										\$125,327.43	\$121,298.23	34.35%	\$178,152.00	\$174,122.80
NE	BELLEVUE	2022	B22MC310003	Public Services	05Z	LMC	75	No	Open	\$6,000.00	\$2,225.00		\$6,000.00	\$2,225.00
NE	BELLEVUE	2022	B22MC310003	Public Services	05Z	LMC	76	No	Open	\$42,593.00	\$31,138.68		\$42,593.00	\$31,138.68
Non CARES Related Public Services										\$48,593.00	\$33,363.68	9.45%	\$48,593.00	\$33,363.68
Total 2022 - CDBG										\$353,161.00	\$184,896.17	52.35%	\$421,814.00	\$253,549.17
Total 2022										\$353,161.00	\$184,896.17	52.35%	\$421,814.00	\$253,549.17

Total Grant Amount for CDBG 2021 Grant year = \$335,360.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2021	B21MC310003	Acquisition	01	LMC	68	No	Open	\$63,959.08	\$0.00		\$240,080.00	
NE	BELLEVUE	2021	B21MC310003	Acquisition	01	LMH	67	No	Open	\$150,000.00	\$0.00		\$150,000.00	
Total Acquisition										\$213,959.08	\$0.00	0.00%	\$390,080.00	\$0.00
NE	BELLEVUE	2021	B21MC310003	Administrative And Planning	21A		72	No	Open	\$45,000.00	\$24,212.82		\$45,000.00	\$24,212.82

Total Administrative And Planning										\$45,000.00	\$24,212.82	7.22%	\$45,000.00	\$24,212.82
NE	BELLEVUE	2021	B21MC310003	Housing	14A	LMH	71	No	Completed	\$45,000.00	\$45,000.00		\$45,000.00	\$45,000.00
Total Housing										\$45,000.00	\$45,000.00	13.42%	\$45,000.00	\$45,000.00
NE	BELLEVUE	2021	B21MC310003	Public Improvements	03E	SBA	69	No	Completed	\$15,722.26	\$15,722.26		\$15,722.26	\$15,722.26
Total Public Improvements										\$15,722.26	\$15,722.26	4.69%	\$15,722.26	\$15,722.26
NE	BELLEVUE	2021	B21MC310003	Public Services	05Z	LMC	70	No	Completed	\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00
Non CARES Related Public Services										\$15,000.00	\$15,000.00	4.47%	\$15,000.00	\$15,000.00
Total 2021 - CDBG										\$334,681.34	\$99,935.08	29.80%	\$510,802.26	\$99,935.08

Total 2021										\$334,681.34	\$99,935.08	29.80%	\$510,802.26	\$99,935.08
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Total Grant Amount for CDBG 2020 Grant year = \$344,590.00

State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2020	B20MC310003	Acquisition	01	LMC	68	No	Open	\$22,171.57	\$0.00		\$240,080.00	\$0.00
Total Acquisition										\$22,171.57	\$0.00	0.00%	\$240,080.00	\$0.00
NE	BELLEVUE	2020	B20MC310003	Administrative And Planning	21A		62	No	Open	\$49,947.00	\$43,662.53		\$49,947.00	\$43,662.53
Total Administrative And Planning										\$49,947.00	\$43,662.53	12.67%	\$49,947.00	\$43,662.53
NE	BELLEVUE	2020	B20MC310003	Economic Development	14E	LMA	59	No	Cancel	\$0.00	\$0.00		\$0.00	
NE	BELLEVUE	2020	B20MC310003	Economic Development	14E	SBA	56	No	Completed	\$7,300.00	\$7,300.00		\$7,300.00	\$7,300.00
NE	BELLEVUE	2020	B20MC310003	Economic Development	14E	SBA	58	No	Completed	\$8,548.00	\$8,548.00		\$8,548.00	\$8,548.00
NE	BELLEVUE	2020	B20MC310003	Economic Development	14E	SBA	61	No	Completed	\$12,000.00	\$12,000.00		\$12,000.00	\$12,000.00
NE	BELLEVUE	2020	B20MC310003	Economic Development	18A	LMJ	60	No	Completed	\$98,919.50	\$98,919.50		\$98,919.50	\$98,919.50
Total Economic Development										\$126,767.50	\$126,767.50	36.79%	\$126,767.50	\$126,767.50
NE	BELLEVUE	2020	B20MC310003	Housing	14A	LMH	53	No	Completed	\$15,828.43	\$15,828.43		\$38,000.00	\$38,000.00
Total Housing										\$15,828.43	\$15,828.43	4.59%	\$38,000.00	\$38,000.00
NE	BELLEVUE	2020	B20MC310003	Public Improvements	03Z	LMA	57	No	Completed	\$19,439.00	\$19,439.00		\$19,439.00	\$19,439.00
Total Public Improvements										\$19,439.00	\$19,439.00	5.64%	\$19,439.00	\$19,439.00
NE	BELLEVUE	2020	B20MC310003	Public Services	05W	LMC	55	Yes	Completed	\$56,298.00	\$56,298.00		\$56,298.00	\$56,298.00
NE	BELLEVUE	2020	B20MC310003	Public Services	05Z	LMC	54	No	Completed	\$8,000.00	\$8,000.00		\$8,000.00	\$8,000.00
Total Public Services										\$64,298.00	\$64,298.00	18.66%	\$64,298.00	\$64,298.00
CARES Related Public Services										\$56,298.00	\$56,298.00	16.34%	\$56,298.00	\$56,298.00
Non CARES Related Public Services										\$8,000.00	\$8,000.00	2.32%	\$8,000.00	\$8,000.00
Total 2020 - CDBG										\$298,451.50	\$269,995.46	78.35%	\$538,531.50	\$292,167.03

Total 2020	\$298,451.50	\$269,995.46	78.35%	\$538,531.50	\$292,167.03
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Total Grant Amount for CDBG 2019 Grant year = \$355,531.00

State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)	
NE	BELLEVUE	2019	B19MC310003	Acquisition	01	LMC	68	No	Open	\$71,429.35	\$0.00		\$240,080.00		
NE	BELLEVUE	2019	B19MC310003	Acquisition	01	LMH	42	No	Completed	\$22,000.00	\$22,000.00		\$22,000.00	\$22,000.00	
				Total Acquisition							\$93,429.35	\$22,000.00	6.19%	\$262,080.00	\$22,000.00
NE	BELLEVUE	2019	B19MC310003	Administrative And Planning	21A		48	No	Completed	\$50,000.00	\$50,000.00		\$50,000.00	\$50,000.00	
				Total Administrative And Planning							\$50,000.00	\$50,000.00	14.06%	\$50,000.00	\$50,000.00
NE	BELLEVUE	2019	B19MC310003	Other	19C	LMH	45	No	Cancel	\$0.00	\$0.00		\$0.00		
				Total Other							\$0.00	\$0.00	0.00%	\$0.00	\$0.00
NE	BELLEVUE	2019	B19MC310003	Public Improvements	03F	LMA	44	No	Completed	\$144,246.67	\$144,246.67		\$269,246.67	\$269,246.67	
NE	BELLEVUE	2019	B19MC310003	Public Improvements	03K	LMA	43	No	Completed	\$14,201.65	\$14,201.65		\$139,203.00	\$139,203.00	
NE	BELLEVUE	2019	B19MC310003	Public Improvements	03L	LMA	73	No	Open	\$30,653.00	\$30,653.00		\$178,152.00	\$174,122.80	
				Total Public Improvements							\$189,101.32	\$189,101.32	53.19%	\$586,601.67	\$582,572.47
NE	BELLEVUE	2019	B19MC310003	Public Services	05Z	LMC	46	No	Completed	\$8,000.00	\$8,000.00		\$8,000.00	\$8,000.00	
NE	BELLEVUE	2019	B19MC310003	Public Services	05Z	LMC	47	No	Completed	\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00	
				Non CARES Related Public Services							\$23,000.00	\$23,000.00	6.47%	\$23,000.00	\$23,000.00
				Total 2019 - CDBG							\$355,530.67	\$284,101.32	79.91%	\$921,681.67	\$677,572.47

Total 2019	\$355,530.67	\$284,101.32	79.91%	\$921,681.67	\$677,572.47
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Total Grant Amount for CDBG 2018 Grant year = \$356,838.00

State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)	
NE	BELLEVUE	2018	B18MC310003	Acquisition	01	LMC	68	No	Open	\$82,520.00	\$0.00		\$240,080.00		
				Total Acquisition							\$82,520.00	\$0.00	0.00%	\$240,080.00	\$0.00
NE	BELLEVUE	2018	B18MC310003	Administrative And Planning	21A		41	No	Open	\$40,000.00	\$35,448.35		\$40,000.00	\$35,448.35	
				Total Administrative And Planning							\$40,000.00	\$35,448.35	9.93%	\$40,000.00	\$35,448.35
NE	BELLEVUE	2018	B18MC310003	Economic Development	14E	LMA	40	No	Cancel	\$0.00	\$0.00		\$0.00		
				Total Economic Development							\$0.00	\$0.00	0.00%	\$0.00	\$0.00
NE	BELLEVUE	2018	B18MC310003	Public Improvements	03F	LMA	44	No	Completed	\$100,000.00	\$100,000.00		\$269,246.67	\$269,246.67	

NE	BELLEVUE	2018	B18MC310003	Public Improvements	03K	LMA	38	No	Completed	\$130,013.00	\$130,013.00		\$255,087.00	\$255,087.00
NE	BELLEVUE	2018	B18MC310003	Public Improvements	03L	LMA	37	No	Cancel	\$0.00	\$0.00		\$0.00	
Total Public Improvements										\$230,013.00	\$230,013.00	64.46%	\$524,333.67	\$524,333.67
NE	BELLEVUE	2018	B18MC310003	Public Services	05Z	LMC	39	No	Completed	\$4,305.00	\$4,305.00		\$4,305.00	\$4,305.00
Non CARES Related Public Services										\$4,305.00	\$4,305.00	1.21%	\$4,305.00	\$4,305.00
Total 2018 - CDBG										\$356,838.00	\$269,766.35	75.60%	\$808,718.67	\$564,087.02

Total 2018										\$356,838.00	\$269,766.35	75.60%	\$808,718.67	\$564,087.02
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Total Grant Amount for CDBG 2017 Grant year = \$318,561.00

State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2017	B17MC310003	Acquisition	01	LMC	68	No	Open	\$0.00	\$0.00		\$240,080.00	
NE	BELLEVUE	2017	B17MC310003	Acquisition	01	LMH	31	No	Completed	\$12,522.43	\$12,522.43		\$12,522.43	\$12,522.43
Total Acquisition										\$12,522.43	\$12,522.43	3.93%	\$252,602.43	\$12,522.43
NE	BELLEVUE	2017	B17MC310003	Administrative And Planning	21A		36	No	Completed	\$50,000.00	\$50,000.00		\$50,000.00	\$50,000.00
Total Administrative And Planning										\$50,000.00	\$50,000.00	15.70%	\$50,000.00	\$50,000.00
NE	BELLEVUE	2017	B17MC310003	Economic Development	18A	LMJ	35	No	Cancel	\$0.00	\$0.00		\$0.00	
Total Economic Development										\$0.00	\$0.00	0.00%	\$0.00	\$0.00
NE	BELLEVUE	2017	B17MC310003	Housing	14A	LMH	53	No	Completed	\$0.00	\$0.00		\$38,000.00	\$38,000.00
Total Housing										\$0.00	\$0.00	0.00%	\$38,000.00	\$38,000.00
NE	BELLEVUE	2017	B17MC310003	Public Improvements	03F	LMA	44	No	Completed	\$25,000.00	\$25,000.00		\$269,246.67	\$269,246.67
NE	BELLEVUE	2017	B17MC310003	Public Improvements	03K	LMA	32	No	Completed	\$45,781.00	\$45,781.00		\$45,781.00	\$45,781.00
NE	BELLEVUE	2017	B17MC310003	Public Improvements	03K	LMA	43	No	Completed	\$125,000.00	\$125,000.00		\$139,203.00	\$139,203.00
NE	BELLEVUE	2017	B17MC310003	Public Improvements	03L	LMA	73	No	Open	\$12,477.57	\$12,477.57		\$178,152.00	\$174,122.80
Total Public Improvements										\$208,258.57	\$208,258.57	65.37%	\$632,382.67	\$628,353.47
NE	BELLEVUE	2017	B17MC310003	Public Services	05Z	LMC	33	No	Completed	\$8,000.00	\$8,000.00		\$8,000.00	\$8,000.00
NE	BELLEVUE	2017	B17MC310003	Public Services	05Z	LMC	34	No	Completed	\$39,780.00	\$39,780.00		\$39,780.00	\$39,780.00
Non CARES Related Public Services										\$47,780.00	\$47,780.00	15.00%	\$47,780.00	\$47,780.00
Total 2017 - CDBG										\$318,561.00	\$318,561.00	100.00%	\$1,020,765.10	\$776,655.90

Total 2017										\$318,561.00	\$318,561.00	100.00%	\$1,020,765.10	\$776,655.90
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Total Grant Amount for CDBG 2016 Grant year = \$298,768.00

State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2016	B16MC310003	Acquisition	01	LMC	68	No	Open	\$0.00	\$0.00		\$240,080.00	
Total Acquisition										\$0.00	\$0.00	0.00%	\$240,080.00	\$0.00
NE	BELLEVUE	2016	B16MC310003	Administrative And Planning	21A		30	No	Completed	\$50,000.00	\$50,000.00		\$50,000.00	\$50,000.00
Total Administrative And Planning										\$50,000.00	\$50,000.00	16.74%	\$50,000.00	\$50,000.00
NE	BELLEVUE	2016	B16MC310003	Economic Development	14E	LMJP	29	No	Cancel	\$0.00	\$0.00		\$0.00	\$0.00
Total Economic Development										\$0.00	\$0.00	0.00%	\$0.00	\$0.00
NE	BELLEVUE	2016	B16MC310003	Housing	14A	LMH	27	No	Completed	\$70,248.46	\$70,248.46		\$70,248.46	\$70,248.46
NE	BELLEVUE	2016	B16MC310003	Housing	14A	LMH	53	No	Completed	\$0.00	\$0.00		\$38,000.00	\$38,000.00
Total Housing										\$70,248.46	\$70,248.46	23.51%	\$108,248.46	\$108,248.46
NE	BELLEVUE	2016	B16MC310003	Public Improvements	03K	LMA	38	No	Completed	\$86,761.00	\$86,761.00		\$255,087.00	\$255,087.00
NE	BELLEVUE	2016	B16MC310003	Public Improvements	03K	LMA	43	No	Completed	\$0.54	\$0.54		\$139,203.00	\$139,203.00
NE	BELLEVUE	2016	B16MC310003	Public Improvements	03L	LMA	26	No	Completed	\$66,704.00	\$66,704.00		\$66,704.00	\$66,704.00
NE	BELLEVUE	2016	B16MC310003	Public Improvements	03L	LMA	73	No	Open	\$9,694.00	\$9,694.00		\$178,152.00	\$174,122.80
Total Public Improvements										\$163,159.54	\$163,159.54	54.61%	\$639,146.00	\$635,116.80
NE	BELLEVUE	2016	B16MC310003	Public Services	05Z	LMC	28	No	Completed	\$15,360.00	\$15,360.00		\$15,360.00	\$15,360.00
Non CARES Related Public Services										\$15,360.00	\$15,360.00	5.14%	\$15,360.00	\$15,360.00
Total 2016 - CDBG										\$298,768.00	\$298,768.00	100.00%	\$1,052,834.46	\$808,725.26
Total 2016										\$298,768.00	\$298,768.00	100.00%	\$1,052,834.46	\$808,725.26
Grand Total										\$2,315,991.51	\$1,726,023.38	73.05%	\$5,275,147.66	\$3,472,691.93



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 CDBG and CDBG-CV Summary of Accomplishments
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Count of CDBG and CDBG-CV Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Acquisition	Acquisition of Real Property (01)	2	\$0.00	1	\$0.00	3	\$0.00
	Total Acquisition	2	\$0.00	1	\$0.00	3	\$0.00
Economic Development	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)	2	\$0.00	0	\$0.00	2	\$0.00
	ED Direct Financial Assistance to For-Profits (18A)	0	\$0.00	1	\$0.00	1	\$0.00
	Total Economic Development	2	\$0.00	1	\$0.00	3	\$0.00
Housing	Rehab; Single-Unit Residential (14A)	0	\$0.00	2	\$83,000.00	2	\$83,000.00
	Total Housing	0	\$0.00	2	\$83,000.00	2	\$83,000.00
Public Facilities and Improvements	Neighborhood Facilities (03E)	0	\$0.00	1	\$0.00	1	\$0.00
	Sidewalks (03L)	1	\$174,122.80	0	\$0.00	1	\$174,122.80
	Total Public Facilities and Improvements	1	\$174,122.80	1	\$0.00	2	\$174,122.80
Public Services	Subsistence Payment (05Q)	1	\$53,365.04	1	\$0.00	2	\$53,365.04
	Food Banks (05W)	0	\$0.00	2	\$6,372.28	2	\$6,372.28
	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	3	\$39,427.96	2	\$1,050.00	5	\$40,477.96
	Total Public Services	4	\$92,793.00	5	\$7,422.28	9	\$100,215.28
General Administration and Planning	General Program Administration (21A)	5	\$50,670.40	4	\$10,644.79	9	\$61,315.19
	Total General Administration and Planning	5	\$50,670.40	4	\$10,644.79	9	\$61,315.19
Other	CDBG Non-profit Organization Capacity Building (19C)	1	\$0.00	0	\$0.00	1	\$0.00
	Total Other	1	\$0.00	0	\$0.00	1	\$0.00
Grand Total		15	\$317,586.20	14	\$101,067.07	29	\$418,653.27



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CDBG and CDBG-CV Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Acquisition	Acquisition of Real Property (01)	Housing Units	0	1	1
		Public Facilities	0	0	0
		Total Acquisition	0	1	1
Economic Development	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E) ED Direct Financial Assistance to For-Profits (18A)	Business	0	0	0
		Jobs	0	18	18
		Total Economic Development	0	18	18
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	0	2	2
		Total Housing	0	2	2
Public Facilities and Improvements	Neighborhood Facilities (03E) Sidewalks (03L)	Public Facilities	0	1	1
		Persons	0	0	0
		Total Public Facilities and Improvements	0	1	1
Public Services	Subsistence Payment (05Q) Food Banks (05W) Other Public Services Not Listed in 05A-05Y, 03T (05Z)	Persons	147	206	353
		Persons	0	1,591	1,591
		Persons	58	65	123
		Total Public Services	205	1,862	2,067
Other	CDBG Non-profit Organization Capacity Building (19C)	Organizations	0	0	0
		Total Other	0	0	0
Grand Total			205	1,884	2,089



BELLEVUE

CDBG and CDBG-CV Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	1	0
	Black/African American	0	0	1	0
	Total Housing	0	0	2	0
Non Housing	White	1,439	164	0	0
	Black/African American	156	4	1	0
	Asian	12	0	0	0
	American Indian/Alaskan Native	16	4	0	0
	Black/African American & White	22	0	0	0
	Other multi-racial	73	12	0	0
	Total Non Housing	1,718	184	1	0
Grand Total	White	1,439	164	1	0
	Black/African American	156	4	2	0
	Asian	12	0	0	0
	American Indian/Alaskan Native	16	4	0	0
	Black/African American & White	22	0	0	0
	Other multi-racial	73	12	0	0
	Total Grand Total	1,718	184	3	0



BELLEVUE

CDBG and CDBG-CV Beneficiaries by Income Category [\(Click here to view activities\)](#)

	Income Levels	Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low (<=30%)	0	0	0
	Low (>30% and <=50%)	1	0	0
	Mod (>50% and <=80%)	1	0	0
	Total Low-Mod	2	0	0
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	2	0	0
Non Housing	Extremely Low (<=30%)	0	0	247
	Low (>30% and <=50%)	1	0	101
	Mod (>50% and <=80%)	0	0	30
	Total Low-Mod	1	0	378
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	1	0	378

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

Plan IDIS Year Project	Project Title and Description	Program	Project Estimate	Committed Amount	Amount Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year
2022 1	North Central Bellevue Sidewalk Improvements	CDBG	\$178,152.00	\$178,152.00	\$174,122.80	\$4,029.20	\$174,122.80
2	BVFD Facility Upgrade Project II	CDBG	\$40,069.00	\$40,069.00	\$0.00	\$40,069.00	\$0.00
3	Olde Towne Mission Roof Replacement	CDBG	\$27,000.00	\$27,000.00	\$0.00	\$27,000.00	\$0.00
4	BJSA Program Participation Assistance	CDBG	\$6,000.00	\$6,000.00	\$2,225.00	\$3,775.00	\$2,225.00
5	Bellevue Community Assistance Program	CDBG	\$42,593.00	\$72,500.00	\$37,202.96	\$35,297.04	\$37,202.96
		CDBG-R	\$29,907.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Housing Development Capacity Building Assistance	CDBG	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00	\$0.00
7	Program Administration	CDBG	\$50,000.00	\$50,000.00	\$7,690.24	\$42,309.76	\$7,690.24



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 CDBG Activity Summary Report (GPR) for Program Year 2022
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PGM Year: 2016
Project: 0005 - Program Administration
IDIS Activity: 30 - Program Administration
Status: Completed 10/25/2022 11:35:14 AM
Location: ,
Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

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

Initial Funding Date: 01/10/2017

Description:

Activity includes all requirements associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC310003	\$50,000.00	\$0.00	\$50,000.00
Total	Total			\$50,000.00	\$0.00	\$50,000.00

Proposed Accomplishments

Actual Accomplishments

<i>Number assisted:</i>	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0



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Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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 CDBG Activity Summary Report (GPR) for Program Year 2022
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PGM Year: 2017
Project: 0006 - Program Administration
IDIS Activity: 36 - Program Administration
Status: Completed 5/3/2023 12:00:00 AM
Location: ,
Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

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

Initial Funding Date: 04/06/2018

Description:

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2017	B17MC310003	\$50,000.00	\$4,596.37	\$50,000.00
Total	Total			\$50,000.00	\$4,596.37	\$50,000.00

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0



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Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2018
Project: 0005 - Program Administration
IDIS Activity: 41 - Program Administration
 Status: Open
 Location: ,
 Objective:
 Outcome:
 Matrix Code: General Program Administration (21A) National Objective:

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

Initial Funding Date: 02/04/2019

Description:

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC310003	\$40,000.00	\$7,584.75	\$35,200.55
Total	Total			\$40,000.00	\$7,584.75	\$35,200.55

Proposed Accomplishments

Actual Accomplishments

<i>Number assisted:</i>	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0



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Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2019
Project: 0001 - Habitat 2020 Land Purchase
IDIS Activity: 42 - Habitat 2020 Land Purchase
Status: Completed 5/23/2023 12:00:00 AM
Location: 1001 Fort Crook Rd N Ste 207 Bellevue, NE 68005-4226
Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Acquisition of Real Property (01) **National Objective:** LMH

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

Initial Funding Date: 02/05/2020

Description:
 The project will the purchase of one or more plots of land for the development of affordable housing.
 The land would be located within the city limits of Bellevue and assist with decreasing the cost of the construction of the housing unit for the 2020 home build project.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	\$22,000.00	\$0.00	\$22,000.00
Total	Total			\$22,000.00	\$0.00	\$22,000.00

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:	1	0	0	0	1	0	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2019	Habitat for Humanity of Sarpy County partnered with Habit for Humanity of Omaha to assist with projects moving forward. The grant agreement was executed in September and Habitat is currently looking for a vacant lot to purchase for development.	
2020	Habitat for Humanity of Sarpy County has been working diligently to identify a property for purchase. The major challenge is the housing market which is currently a sellers market and the low property inventory available for purchase. Habitat has enlisted the help of various realtors and continued working with the City of Bellevue to determine costs and solutions.	
2021	Habitat was able to identify a single family home that met all requirements and was located in Bellevue. A purchase agreement was accepted and closing took place in April 2022. Renovations were complete, but the homebuyer decided to purchase a different home that would better fit their needs. Habitat identified another eligible family that is interested in the home and homes to have the family accept the home and move in early 2023. Habitat was able to leverage approximately \$118,006.50 in other funding for the project.	
2022	The home was purchased and closed in February 2023. The household is a female-head of household.	



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PGM Year: 2019
Project: 0007 - Program Administration
IDIS Activity: 48 - Program Administrator
Status: Completed 9/25/2023 12:00:00 AM
Location: ,
Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

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

Initial Funding Date: 02/05/2020

Description:

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	\$50,000.00	\$5,518.42	\$50,000.00
Total	Total			\$50,000.00	\$5,518.42	\$50,000.00

Proposed Accomplishments

Actual Accomplishments

<i>Number assisted:</i>	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0



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Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2019
Project: 0014 - Housing Foundation COVID-19 Housing Prevention Project
IDIS Activity: 50 - HFS COVID-19 Housing Prevention Project

Status: Completed 11/7/2022 12:00:00 AM Objective: Provide decent affordable housing
 Location: 8214 Armstrong Cir Bellevue, NE 68147-1871 Outcome: Affordability
 Matrix Code: Subsistence Payment (05Q) National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 10/29/2020

Description:

The project includes funding to assist low- and moderate-income households in Bellevue with rental and mortgage payments to prevent homelessness. By providing assistance in support of housing, the program will lead to housing stability for facing financial hardship due to the coronavirus pandemic.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW310003	\$121,150.00	\$0.00	\$121,150.00
Total	Total			\$121,150.00	\$0.00	\$121,150.00

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	177	24
Black/African American:	0	0	0	0	0	0	14	0
Asian:	0	0	0	0	0	0	3	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	7	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	5	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:	0	0	0	0	0	0	206	24	
Female-headed Households:	0		0		0				
<i>Income Category:</i>									
	Owner	Renter	Total						Person
Extremely Low	0	0	0						186
Low Mod	0	0	0						20
Moderate	0	0	0						0
Non Low Moderate	0	0	0						0
Total	0	0	0						206
Percent Low/Mod									100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	Households in Bellevue received housing assistance in January through March. Rental assistance was also provided to 60 female head of households.	



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PGM Year: 2019
Project: 0015 - ENCAP Food Pantry Expansion
IDIS Activity: 51 - ENCAP Food Pantry Expansion
Status: Completed 10/26/2022 5:00:13 PM
Location: 1908 Hancock St Bellevue, NE 68005-3427
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Food Banks (05W) **National Objective:** LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 10/29/2020

Description:
 The project includes funding to add a Volunteer coordinator position to be responsible for recruitment, coordination, and development of volunteers at the Bellevue food Pantry to ensure efficient pantry operations due to the increased community need and response to COVID-19.
 The food pantry is available to Bellevue residents and will also be expanding to provide drop office service for those who are unable to visit the food bank location.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW310003	\$46,592.00	\$0.00	\$46,592.00
Total	Total			\$46,592.00	\$0.00	\$46,592.00

Proposed Accomplishments

People (General) : 500

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	681	80
Black/African American:	0	0	0	0	0	0	61	4
Asian:	0	0	0	0	0	0	5	0
American Indian/Alaskan Native:	0	0	0	0	0	0	13	4
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	49	11
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:	0	0	0	0	0	0	809	99
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	748
Low Mod	0	0	0	61
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	809
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	Of the total persons assister, 202 were from Female Head of Households and 93 were from Elderly Households.	



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PGM Year: 2019
Project: 0016 - CDBG-CV R1 Program Administration
IDIS Activity: 52 - CDBG-CV Program Administration
Status: Completed 12/5/2022 12:00:00 AM
Location: ,
Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 10/29/2020

Description:

The project includes all activities associated with successful administration of the CDBG Coronavirus (CDBG-CV) program including expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), financial and reporting requirements, project monitoring, and other responsibility for the CDBG-CV program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW310003	\$15,000.00	\$530.00	\$15,000.00
Total	Total			\$15,000.00	\$530.00	\$15,000.00

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0



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Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2020
Project: 0001 - Single Family Housing Rehabilitation
IDIS Activity: 53 - Habitat Single Family Housing Rehabilitation

Status: Completed 10/5/2023 12:00:00 AM Objective: Provide decent affordable housing
 Location: 1000 Galvin Rd S Bellevue, NE 68005-3058 Outcome: Availability/accessibility
 Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

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

Initial Funding Date: 03/06/2021

Description:

The proposed project includes the rehabilitation of a single-family housing unit owned by Habitat within the Bellevue city limits. The housing unit will be rehabilitated with CDBG funding and in-kind donations. The unit will then be made available for a low- and moderate-income household. The household will participate in homeownership preparedness courses before purchasing the home.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$15,828.43	\$15,828.43	\$15,828.43
		2022	B22MC310003	\$22,171.57	\$22,171.57	\$22,171.57
Total	Total			\$38,000.00	\$38,000.00	\$38,000.00

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	1	0	0	0	1	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0



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Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	Habitat for Humanity for Sarpy County began actively looking for single family housing units available for purchase. A home was identified in June 2021 and an environmental review was completed. The seller is currently delaying the closing as of September 2021. Habitat will continue to work with the seller to address any outstanding issues to ensure a successful purchase.	
2021	Habitat was able to purchase a single family residential house and the closing was in April 2022. Following closing, Habitat completed an assessment of the condition and prepared a scope of work. A family has been selected for the house once complete which is anticipated in the Fall of 2022.	
2022	Rehabilitation on the housing unit were complete and a family moved in. The project was complete in April 2023.	



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PGM Year: 2020
Project: 0002 - Sports Participation Assistance Program
IDIS Activity: 54 - BJSA Sports Participation Assistance Program

Status: Completed 4/12/2023 12:00:00 AM
 Location: 1001 High School Dr Bellevue, NE 68005-3200

Objective: Create suitable living environments
 Outcome: Affordability
 Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z) National Objective: LMC

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

Initial Funding Date: 03/06/2021

Description:
 The program creates a participation assistance for low- and moderate-income families who reside within Bellevue city limits. The participation assistance will be expanded and available for all sports programs offered by BJSA. To increase outreach of the program, the participation assistance will be provided as a grant with the household providing match funds to leverage and demonstrate their investment in the child's participation in the programs. The assistance covers registration fees and equipment fees required to participate in the specific sports program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$8,000.00	\$1,050.00	\$8,000.00
Total	Total			\$8,000.00	\$1,050.00	\$8,000.00

Proposed Accomplishments

People (General) : 60

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	17	0
Black/African American:	0	0	0	0	0	0	19	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	4	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0



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Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	40	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	19
Low Mod	0	0	0	15
Moderate	0	0	0	6
Non Low Moderate	0	0	0	0
Total	0	0	0	40
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	Bellevue Junior Sports Association (BJSA) expended previous funding and moved forward with CDBG funding for the Participation Assistance Program in the 4th Quarter of 2020-2021.	
2021		



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PGM Year: 2020
Project: 0003 - ENCAP Food Delivery Program
IDIS Activity: 55 - ENCAP Food Delivery Program
Status: Completed 10/5/2023 12:00:00 AM
Location: 1908 Hancock St Bellevue, NE 68005-3427
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Food Banks (05W) **National Objective:** LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 03/06/2021

Description:
 The proposed program will provide for the expansion of the Bellevue Food Pantry service by adding a food delivery service to households who are unable to travel to and utilize the food pantry in its locations.
 The service will offer door drop delivery of emergency food packages to individuals unable to leave their homes due to physical or mental impairments, unable to access transportation, or those facing health emergencies and unable to travel to the pantry.
 The expansion of the service will address transportation issues and lack of resource allocation that affect food securities in the community.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$56,298.00	\$6,372.28	\$56,298.00
Total	Total			\$56,298.00	\$6,372.28	\$56,298.00

Proposed Accomplishments

People (General) : 100

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	430	22
Black/African American:	0	0	0	0	0	0	18	0
Asian:	0	0	0	0	0	0	4	0
American Indian/Alaskan Native:	0	0	0	0	0	0	3	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	14	1



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Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	469	23
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	397
Low Mod	0	0	0	64
Moderate	0	0	0	8
Non Low Moderate	0	0	0	0
Total	0	0	0	469
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2020	<p>After notification of award, ENCAP began implementation steps and determining delivery routes. During the 3rd Quarter, ENCAP hired a part-time delivery driver and purchased a food delivery van. Food deliveries began on July 1, 2021. The 4th Quarter included continual training for the delivery driver. To ensure food distribution meets the community needs, Bellevue staff tracks all request for food delivery and the type of food distributed. To date, inventory has been sufficient to meet all the request that have been received.</p> <p>In addition to the data provided below, the persons provided assistance included 79 persons from female head of households and 78 persons were elderly. There were also 70 persons who were disabled.</p>	
2021	The food delivery program continued into FY2021. A total of 469 people benefited from the program. Of the total benefiting from the program, 361 were from female head of household homes, 386 were from elderly households, and 280 have a disability.	
2022	The food pantry delivery program assisted a total of 218 persons during 2022 fiscal year. Of those assisted, 164 were from female head of households, 195 were elderly and 135 were disabled.	



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PGM Year:	2020		
Project:	0007 - MRH First City Tavern Building Improvement		
IDIS Activity:	59 - MRH First City Tavern Building Improvements		
Status:	Canceled 7/21/2023 12:00:00 AM	Objective:	Create economic opportunities
Location:	2210 Franklin St Bellevue, NE 68005-5235	Outcome:	Availability/accessibility
		Matrix Code:	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)
		National Objective:	LMA

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

Initial Funding Date: 03/06/2021

Description:

The proposed project includes assistance for facade improvements to a business located at 2210 Franklin Street in Olde Towne Bellevue. The improvements include window replacement, canvas tenting, and railings. With the improvements to the building, the business, a restaurant, will provide new employment opportunities and another attraction in the Olde Towne Bellevue area.

Financing

No data returned for this view. This might be because the applied filter excludes all data.

Proposed Accomplishments

- Businesses : 1
- Total Population in Service Area: 865
- Census Tract Percent Low / Mod: 80.35

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2022	Due to increase construction cost and inflation, MRH Land LLC has requested cancellation of the activity and release of the funds for other projects.	



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PGM Year: 2020
Project: 0008 - Marathon Commercial Building Rehabilitation
IDIS Activity: 60 - Marathon Commercial Building Rehabilitation
Status: Completed 10/4/2023 12:00:00 AM
Location: 909 Fort Crook Rd N Bellevue, NE 68005-4335
Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: ED Direct Financial Assistance to For-Profits (18A) **National Objective:** LMJ

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

Initial Funding Date: 03/06/2021

Description:
 The proposed project will assist with the building renovations to improve the existing structure to meet food safety requirements and position the company to protect the existing employment which providing a basis for growth and increased employment opportunities along Fort Crook Road.
 The project will also promote economic development along Fort Crook Road which supports the redevelopment efforts in a blighted area.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$98,919.50	\$0.00	\$98,919.50
Total	Total			\$98,919.50	\$0.00	\$98,919.50

Proposed Accomplishments

Jobs : 5

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	15	12
Black/African American:	0	0	0	0	0	0	3	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:	0	0	0	0	0	0	18	12	
Female-headed Households:	0		0		0				
<i>Income Category:</i>									
	Owner	Renter	Total						Person
Extremely Low	0	0	0						0
Low Mod	0	0	0						0
Moderate	0	0	0						18
Non Low Moderate	0	0	0						0
Total	0	0	0						18
Percent Low/Mod									100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2020	During the 3rd Quarter, Marathon Ventures secured bids from two contractors to complete work on the project. Work continued into the 4th Quarter will additional bid secured for additional construction work. Work is ongoing for the project; portions of the project have been postponed due to delays in material orders.	
2021	Building rehabilitation work was complete on the business expansion project.	



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PGM Year: 2020
Project: 0010 - Program Administration
IDIS Activity: 62 - Program Administration
Status: Open
Location: ,
Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

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

Initial Funding Date: 03/06/2021

Description:
 The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$49,947.00	\$8,850.44	\$43,404.46
Total	Total			\$49,947.00	\$8,850.44	\$43,404.46

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0



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Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2019
Project: 0017 - Housing Foundation COVID-19 Housing Assistance
IDIS Activity: 63 - HFS COVID-19 Housing Assistance

Status: Open Objective: Provide decent affordable housing
 Location: 8214 Armstrong Cir Bellevue, NE 68147-1871 Outcome: Affordability
 Matrix Code: Subsistence Payment (05Q) National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 04/09/2021

Description:
 The project includes assistance low- and moderate-income households affected by the COVID-19 pandemic with rental and mortgage payments to prevent eviction and homelessness. Households must make less than 80% of the area median income and be current residents within Bellevue city limits.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW310003	\$145,479.00	\$53,365.04	\$145,479.00
Total	Total			\$145,479.00	\$53,365.04	\$145,479.00

Proposed Accomplishments

People (General) : 60

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	75	24
Black/African American:	0	0	0	0	0	0	22	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	5	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	5	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:	0	0	0	0	0	0	107	24	
Female-headed Households:	0		0		0				
<i>Income Category:</i>									
	Owner	Renter	Total						Person
Extremely Low	0	0	0						41
Low Mod	0	0	0						40
Moderate	0	0	0						21
Non Low Moderate	0	0	0						0
Total	0	0	0						102
Percent Low/Mod									100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021		
2022	HFSC COVID Housing Assistance Program was able to assist 102 people with rental and mortgage assistance during FY2022. Of the 102 people 40 were from female head of households and two were elderly.	



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PGM Year: 2019
Project: 0020 - CDBG-CV R3 Program Administration
IDIS Activity: 66 - CDBG-CV R3 Program Administration
Status: Open
Location: ,
Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 04/09/2021

Description:

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG-CV program (staff, salary, benefits, supplies, and services), required action plan amendments, financial and reporting requirements, project monitoring, environmental assessments, continued training and other responsibility for the CDBG-CV program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW310003	\$35,000.00	\$13,666.71	\$20,546.05
Total	Total			\$35,000.00	\$13,666.71	\$20,546.05

Proposed Accomplishments

Actual Accomplishments

<i>Number assisted:</i>	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0



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Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2021
Project: 0001 - Mixed Use Development - HFSC Properties II
IDIS Activity: 67 - Mixed Use Development - HFSC Properties II
Status: Open
Location: 8214 Armstrong Cir Bellevue, NE 68147-1871
Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: Acquisition of Real Property (01) **National Objective:** LMH

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

Initial Funding Date: 12/21/2021

Description:

The proposed project includes the acquisition of land for the development of affordable housing and small business spaces within the city limits of Bellevue.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC310003	\$150,000.00	\$0.00	\$0.00
Total	Total			\$150,000.00	\$0.00	\$0.00

Proposed Accomplishments

Housing Units : 30

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0



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Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0

Percent Low/Mod

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2021
Project: 0002 - Bellevue Food Pantry Relocation Assistance
IDIS Activity: 68 - Bellevue Food Pantry Relocation Assistance
Status: Open
Location: 1908 Hancock St Bellevue, NE 68005-3427
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Acquisition of Real Property (01) **National Objective:** LMC

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

Initial Funding Date: 12/21/2021

Description:

The project will assist with the relocation of the Bellevue Food Pantry to a larger, better equipped space within the Bellevue community to address the increased need. The additional space will serve the community more efficiently, expand its reach, and provide more comprehensive food options and family support services with the space necessary to set up for both food distribution and family support service.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC310003	\$82,520.00	\$0.00	\$0.00
		2019	B19MC310003	\$71,429.35	\$0.00	\$0.00
		2020	B20MC310003	\$22,171.57	\$0.00	\$0.00
		2021	B21MC310003	\$63,959.08	\$0.00	\$0.00
Total	Total			\$240,080.00	\$0.00	\$0.00

Proposed Accomplishments

Public Facilities : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0



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Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	0	0

Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0

Percent Low/Mod

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2021	ENCAP is on track with the proposed timeline. ENCAP selected one location but decided not to pursue for purchase. ENCAP has identified another location, but has requested to utilize CDBG funding for rehabilitation due to building ownership. ENCAP anticipated that building acquisition will be complete in the Fall of 2022.	



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PGM Year: 2021
Project: 0003 - Community Center Upgrade Project
IDIS Activity: 69 - FBC Community Center Upgrade Project

Status: Completed 2/16/2023 12:00:00 AM
Location: 112 E 23rd Ave Bellevue, NE 68005-5251
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Neighborhood Facilities (03E) **National Objective:** SBA

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

Initial Funding Date: 12/21/2021

Description:
 The proposed project will assist with rehabilitation of the community center including window replacement and bathroom rehabilitation. The community center is utilized throughout the year for community outreach and service events including assistance distribution through Operation Christmas Child, Toys for Tots, Bellevue Public School student food backpack and food distribution site.
 The rehabilitation of the building will maintain the building integrity, increase accessibility, and increase energy efficiency.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC310003	\$15,722.26	\$0.00	\$15,722.26
Total	Total			\$15,722.26	\$0.00	\$15,722.26

Proposed Accomplishments

Public Facilities : 1

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	Window rehabilitation was complete on the community center during FY2021	



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PGM Year: 2021
Project: 0004 - Bellevue Community Response/Car Match Program
IDIS Activity: 70 - Car Match Program

Status: Completed 10/26/2022 12:00:00 AM
Location: 119 W Mission Ave Bellevue, NE 68005-5290
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z) **National Objective:** LMC

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

Initial Funding Date: 12/21/2021

Description:

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC310003	\$15,000.00	\$0.00	\$15,000.00
Total	Total			\$15,000.00	\$0.00	\$15,000.00

Proposed Accomplishments

People (General) : 4

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	9	2
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	0	0	0	0	0	0	11	2



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Female-headed Households: 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	1
Low Mod	0	0	0	6
Moderate	0	0	0	4
Non Low Moderate	0	0	0	0
Total	0	0	0	11
Percent Low/Mod	100.0%			

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	The Lift Up Sarpy Car Match program utilized CDBG funding to assist 11 people in Bellevue. In addition to the CDBG funding, Lift Up Sarpy was able to leverage other funding totaling \$57,313.13 since October 2021 to help 78 individuals. Of the total individuals assisted in Bellevue, nine were female head of households and one was elderly.	



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PGM Year: 2021
Project: 0005 - Housing Rehabilitation Assistance
IDIS Activity: 71 - HFH Single Family Housing Rehabilitation Assistance
Status: Completed 2/8/2023 12:00:00 AM
Location: 1701 N 24th St Omaha, NE 68110-2326
Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Rehab; Single-Unit Residential (14A) **National Objective:** LMH

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

Initial Funding Date: 12/21/2021

Description:

The proposed project includes assistance the rehabilitation of a single-family housing unit acquired by Habitat and available for affordable housing.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC310003	\$45,000.00	\$45,000.00	\$45,000.00
Total	Total			\$45,000.00	\$45,000.00	\$45,000.00

Proposed Accomplishments

Housing Units : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	0	0	0	1	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	1	0	0	0	1	0	0	0



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Female-headed Households: 1 0 1

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	1	0	1	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2021	Habitat for Humanity of Sarpy County has identified a property in Bellevue for the project and moved forward with an environmental site specific review. Following approval to proceed, Habitat made an offer which was accepted and proceed with closing in April 2022. After closing, Habitat completed a scope of work and began rehabilitation. Work is anticipated to be complete in November 2022. An income eligible female head of household has been approved for the home. Habitat was able to leverage \$126,250 in other funding for the project.	
2022	The remaining work on the home was complete in November 2022 and a new household was able to move in following completion. Habitat was able to leverage \$126,250.00 from other sources with CDBG funding.	



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PGM Year: 2021
Project: 0006 - Program Administration
IDIS Activity: 72 - Program Administration
Status: Open
Location: ,
Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

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

Initial Funding Date: 12/21/2021

Description:
 The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC310003	\$45,000.00	\$12,878.26	\$24,077.92
Total	Total			\$45,000.00	\$12,878.26	\$24,077.92

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0



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Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year:	2022	Objective:	Create suitable living environments
Project:	0001 - North Central Bellevue Sidewalk Improvements	Outcome:	Availability/accessibility
IDIS Activity:	73 - North Central Bellevue Sidewalk Improvements	Matrix Code:	Sidewalks (03L)
Status:	Open	National Objective:	LMA
Location:	4100 Valley View Ave Bellevue, NE 68147-1064		

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

Initial Funding Date: 04/20/2023

Description:

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.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC310003	\$9,694.00	\$9,694.00	\$9,694.00
		2017	B17MC310003	\$12,477.57	\$12,477.57	\$12,477.57
		2019	B19MC310003	\$30,653.00	\$30,653.00	\$30,653.00
		2022	B22MC310003	\$125,327.43	\$121,298.23	\$121,298.23
Total	Total			\$178,152.00	\$174,122.80	\$174,122.80

Proposed Accomplishments

People (General) : 2,175
 Total Population in Service Area: 2,175
 Census Tract Percent Low / Mod: 63.91

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2022
Project: 0002 - BVFD Facility Upgrade Project II
IDIS Activity: 74 - BVFD Facility Upgrade Project II

Status: Open
Location: 2108 Franklin St Bellevue, NE 68005-5058
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Rehab; Publicly or Privately-Owned Commercial/Industrial (14E) **National Objective:** LMA

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

Initial Funding Date: 04/20/2023

Description:
 The project will assist with upgrade the facility including the electrical security lighting, parking lot refurbishment, and HVAC system improvements to address safety concerns, ADA accessibility and code corrections.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC310003	\$40,069.00	\$0.00	\$0.00
Total	Total			\$40,069.00	\$0.00	\$0.00

Proposed Accomplishments
 Businesses : 1
 Total Population in Service Area: 865
 Census Tract Percent Low / Mod: 80.35

Annual Accomplishments
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PGM Year:	2022	Objective:	Create suitable living environments
Project:	0004 - BJSJ Program Participation Assistance	Outcome:	Availability/accessibility
IDIS Activity:	75 - BJSJ Program Participation Assistance	Matrix Code:	Other Public Services Not Listed in 05A-05Y, 03T (05Z)
Status:	Open	National Objective:	LMC
Location:	1000 Galvin Rd S Bellevue, NE 68005-3058		

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

Initial Funding Date: 04/20/2023

Description:

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.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC310003	\$6,000.00	\$2,225.00	\$2,225.00
Total	Total			\$6,000.00	\$2,225.00	\$2,225.00

Proposed Accomplishments

People (General) : 10

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	10	0
Black/African American:	0	0	0	0	0	0	9	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:	0	0	0	0	0	0	25	0
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	12
Low Mod	0	0	0	10
Moderate	0	0	0	3
Non Low Moderate	0	0	0	0
Total	0	0	0	25
Percent Low/Mod				100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2022		



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PGM Year: 2022
Project: 0005 - Bellevue Community Assistance Program
IDIS Activity: 76 - Lift Up Sarpy Bellevue Community Assistance Program

Status: Open
Location: 119 W Mission Ave Bellevue, NE 68005-5290
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z) **National Objective:** LMC

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

Initial Funding Date: 04/20/2023

Description:

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.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC310003	\$42,593.00	\$31,138.68	\$31,138.68
Total	Total			\$42,593.00	\$31,138.68	\$31,138.68

Proposed Accomplishments

People (General) : 20

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	25	0
Black/African American:	0	0	0	0	0	0	8	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total:	0	0	0	0	0	0	33	0	
Female-headed Households:	0		0		0				
<i>Income Category:</i>									
	Owner	Renter	Total						Person
Extremely Low	0	0	0						6
Low Mod	0	0	0						27
Moderate	0	0	0						0
Non Low Moderate	0	0	0						0
Total	0	0	0						33
Percent Low/Mod									100.0%

Annual Accomplishments

Years	Accomplishment Narrative	# Benefiting
2022		



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PGM Year: 2022
Project: 0005 - Bellevue Community Assistance Program
IDIS Activity: 77 - Lift Up Sarpy Bellevue Community Assistance Program - CDBG Coronavirus
Status: Open
Location: 119 W Mission Ave Bellevue, NE 68005-5290
Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Other Public Services Not Listed in 05A-05Y, 03T (05Z)
National Objective: LMC

Activity to prevent, prepare for, and respond to Coronavirus: Yes

Initial Funding Date: 04/20/2023

Description:

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 that are associated with impacts and economic hardships due to the COVID-19 pandemic.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW310003	\$29,907.00	\$6,064.28	\$6,064.28
Total	Total			\$29,907.00	\$6,064.28	\$6,064.28

Proposed Accomplishments

People (General) : 25

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total: 0 0 0 0 0 0 0 0

Female-headed Households: 0 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2022
Project: 0003 - Olde Towne Mission Roof Replacement
IDIS Activity: 78 - Olde Towne Mission Roof Replacement

Status: Open
Location: 107 W Mission Ave Bellevue, NE 68005-5236
Objective: Create economic opportunities
Outcome: Availability/accessibility
Matrix Code: Rehab; Publicly or Privately-Owned Commercial/Industrial (14E) **National Objective:** SBA

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

Initial Funding Date: 04/20/2023

Description:
 The proposed project will provide assistance with replacement of roofs on buildings located at 105 Mission Ave and 107 Mission Ave.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC310003	\$27,000.00	\$0.00	\$0.00
Total	Total			\$27,000.00	\$0.00	\$0.00

Proposed Accomplishments

Businesses : 1

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2022
Project: 0006 - Housing Development Capacity Building Assistance
IDIS Activity: 79 - Housing Development Capacity Building Assistance
Status: Open
Location: 8214 Armstrong Cir Bellevue, NE 68147-1871
Objective: Provide decent affordable housing
Outcome: Availability/accessibility
Matrix Code: CDBG Non-profit Organization Capacity Building (19C)
National Objective: LMH

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

Initial Funding Date: 04/20/2023

Description:

The proposed project includes assistance to support the employment of a development coordinator whose primary duties will be to build relationships with potential partners and garner support for affordable housing all within Bellevue.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC310003	\$40,000.00	\$0.00	\$0.00
Total	Total			\$40,000.00	\$0.00	\$0.00

Proposed Accomplishments

Organizations : 1

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



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Total: 0 0 0 0 0 0 0 0

Female-headed Households: 0 0 0 0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



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PGM Year: 2022
Project: 0007 - Program Administration
IDIS Activity: 80 - Program Administration
Status: Open
Location: ,
Objective:
Outcome:
Matrix Code: General Program Administration (21A) **National Objective:**

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

Initial Funding Date: 04/20/2023

Description:
 The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC310003	\$50,000.00	\$7,690.24	\$7,690.24
Total	Total			\$50,000.00	\$7,690.24	\$7,690.24

Proposed Accomplishments

Actual Accomplishments

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	0	0	0	0	0	0	0	0



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Female-headed Households:

0

Income Category:

	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
CDBG Activity Summary Report (GPR) for Program Year 2022
BELLEVUE

Date: 20-Nov-2023

Time: 18:44

Page: 56

Total Funded Amount:	\$1,750,908.76
Total Drawn Thru Program Year:	\$1,121,630.74
Total Drawn In Program Year:	\$418,653.27

RESOLUTION 2023-36

A RESOLUTION AUTHORIZING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE 2022-2023 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

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

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

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

WHEREAS, the City provided a 15-day public comment period for the purpose of receiving written and oral comments and conducted a public hearing on December 19, 2023, for the CAPER.

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

- a.) Approves the 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER); and
- b.) Authorizes the Mayor to submit on behalf of the City of Bellevue the CAPER to the U.S. Department of Housing and Urban Development (HUD); and
- c.) Allows staff to make minor technical modifications and/or necessary corrections to the CAPER as required by HUD.

PASSED AND APPROVED, by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this the 19th day of December 2023.

Rusty Hike, Mayor

(SEAL)

ATTEST:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
12/19/2023

COUNCIL MEETING DATE: December 19, 2023		SUBMITTED BY: Tammi Palm, Planning 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 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 1B1B, 1B2A2 & 1B2B1, Twin Ridge II. Applicant: Bapaji Maharaj, LLC. General location: 1110 Ft. Crook Rd. South.

SYNOPSIS/BACKGROUND:

The applicant is requesting approval of a redevelopment plan for Lots 1B1B, 1B2A2, and 1B2B1, Twin Ridge II. The project site is generally located to the southwest of the intersection of Fort Crook Road South and Lloyd Street and developed with a 40,549 square foot two-story motel built in 1973 (Roadway Inn). The applicant is proposing rehabilitation and redevelopment of the existing motel into an upgraded and modern extended stay hotel. The applicant also proposes exterior and infrastructure improvements, such as improvements to the existing sidewalks, drives, and parking lot serving the site. As part of the redevelopment plan, the applicant is requesting approval of \$350,000 in Tax Increment Financing.

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 Commission and Planning Department are both recommending approval of this Redevelopment Plan.

ATTACHMENTS:


1. Staff Memo	2. Resolution No. 2023-35	3. PC Recommendation
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:





We Influence The World!

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

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: December 12, 2023
Subject: Lots 1B1B, 1B2A2, and 1B2B1, Twin Ridge II

Attached for your review and recommendation is the Redevelopment Plan for Twin Ridge II. This plan proposes the redevelopment of Lots 1B1B, 1B2A2, and 1B2B1, Twin Ridge II. This area was previously designated as blighted and substandard by Resolution 2010-37, which was approved by the City Council on August 23, 2010. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The project site, located to the southwest of the intersection of Fort Crook Road South and Lloyd Street, is approximately 3.5 acres in size and developed with a 40,549 square foot two-story motel built in 1973; Roadway Inn. The applicant is proposing rehabilitation and redevelopment of the existing motel into an upgraded and modern extended-stay hotel. The applicant also proposes exterior and infrastructure improvements, such as improvements to the existing sidewalks, drives, and parking lot serving the site.

The applicant is estimating the property's assessed valuation to be \$4,000,000 upon completion of the project. The applicant is using the current assessed value of \$2,179,224 as the base value.

The Redevelopment Plan states there is approximately \$3,715,000 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF to fund \$350,000 of these expenses. The breakdown of costs and data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review. Staff requested further breakdown of costs which was received from the applicant on October 16, 2023, and is attached as a "commercial construction estimate infrastructure improvement costs."

The City Attorney and Finance Director have reviewed the Plan and found it acceptable regarding 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 and underutilized area of Fort Crook Road. The Fort Crook Road Corridor Redevelopment Plan describes this sub-area as the 370 Technology District. The Plan designates this section of Fort Crook Road South as an area that will transition over time with new office and technology uses and integrated with uses such as retail and hospitality.

The Future Land Use Map of the Comprehensive Plan designates this area as commercial. The site is currently zoned BGH (Heavy General Business), which allows for hotel and motel uses. The applicant's proposed development is in conformance with the existing Comprehensive Plan. The city is currently undergoing a Comprehensive Plan update and the Fort Crook Road Corridor Redevelopment Plan will be integrated into that process.

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 Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, and conformance with the requirements of the State Statutes.

PLANNING DEPARTMENT RECOMMENDATION:

Approval based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, and conformance with the requirements of the State Statutes.

RESOLUTION 2023-35

WHEREAS, Bapaji Maharaj, LLC, is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described as Lots 1B1B, 1B2A2, and 1B2B1, Twin Ridge II, 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, Bapaji Maharaj, LLC 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 residential units to be used for multi-family residential use, 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 Bapaji Maharaj, LLC; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$1,820,776 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, Bapaji Maharaj, LLC, 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 Bapaji Maharaj, LLC, in an amount not to exceed the principal sum of \$350,000 which, if fully paid, will reimburse Bapaji Maharaj, LLC 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 Bapaji Maharaj, LLC 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, Bapaji Maharaj, LLC, 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, Bapaji Maharaj, LLC, and such other parties as

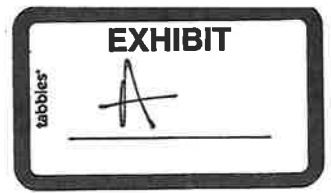
shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 19th DAY OF December 2023.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



**REDEVELOPMENT PLAN FOR
THE 1110 FORT CROOK ROAD REDEVELOPMENT PROJECT**

PREPARED SEPTEMBER, 2023

**FOR THE COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF BELLEVUE, NEBRASKA**

A. Introduction

This Redevelopment Plan for the 1110 Fort Crook Road Redevelopment Project (this “Redevelopment Plan”) is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Bellevue, Nebraska (“City”), prepared on behalf of the Community Development Agency of the City (the “Agency”). The Mayor and City Council of the City (the “Council”), recognizing that blighted and substandard conditions are a threat to the continued stability and vitality of the City, designated certain areas of the City to be blighted and substandard and in need of redevelopment pursuant to the requirements of the Nebraska Community Development Law, sections 18-2101 et. seq., as amended (the “Act”).

Prior to the preparation of this Redevelopment Plan, and in compliance with the Act, the Mayor and Council designated a portion of the City as a blighted and substandard community redevelopment area (referred to herein as the “Redevelopment Area”). This Redevelopment Plan sets forth a proposed redevelopment project located within the Redevelopment Area to optimize the tax increment financing (“TIF”) resources available to offset certain costs deemed eligible for reimbursement by TIF under the Act, and to remove existing and avoid future blighted and substandard conditions, all as further described herein. This Redevelopment Plan contemplates the rehabilitation and redevelopment of the existing dilapidated Roadway Inn into an upgraded and modern extended stay hotel, together with such public improvements associated therewith, within the Redevelopment Area (such public and private improvements are collectively referred to herein as the “Redevelopment Project”).

B. Project Site; Existing Conditions

Exhibit "A", attached hereto and incorporated herein, sets forth the boundaries and existing conditions of the area to be developed as part of the Redevelopment Project (the “Project Site”). The Project Site is located to the southwest of the intersection of Fort Crook Rd S and Lloyd Street, in the City. The Project Site is completely engrossed within the blighted and substandard Redevelopment Area and is in need of redevelopment.

C. Conformance with the Comprehensive Plan

It is essential to the City’s comprehensive plan for development (the “Comprehensive Plan”) that dilapidated, inadequate, or deteriorating portions of the City conform to the current and future needs of the City as it continues to grow and expand. Exhibit "B", attached hereto and incorporated herein, shows a portion of the future use map (showing the Redevelopment Area and surrounding areas) included within the City's Comprehensive Plan. The map sets forth a “Commercial” designation for future use of the Project Site. A Commercial designation allows for a number of such uses, including hotels and lodging. Accordingly, the anticipated uses

associated with the Redevelopment Project conform to the desired use of the Project Site set forth in the Comprehensive Plan's future use map.

The Comprehensive Plan further sets forth the following observations and objectives:

- Redevelop Fort Crook Road. The retail mass exodus along Fort Crook Road continues. All redevelopment options should be explored, including tax increment financing.
- Fort Crook Road, which now bears little resemblance to what it once was, needs revitalization.
- Establish public-private partnerships to implement the Fort Crook Road Redevelopment Plan. The scope of the Fort Crook Road Redevelopment plan is ambitious. The proposed corridor is attractive and functional, and it offers numerous benefits to area businesses and Bellevue residents. Public-private partnerships will increase the chances that the project will come to fruition.
- The opportunities of the Bellevue Boulevard West District include a prime redevelopment area along Fort Crook Road. This commercial corridor has long since seen its prime but provides a great opportunity for future redevelopment. However, if no action is taken, Fort Crook has the potential of disintegrating completely.
- In a survey of City residents, the following question was posed: "Which area of Bellevue is most in need of redevelopment?" "Fort Crook" was the most popular selection, accounting for 49.8 percent of the total responses.

The Redevelopment Project will assist in carrying out such objectives. Accordingly, the Redevelopment Project is in conformance with and furthers the objectives under the City's Comprehensive Plan.

D. Redevelopment Project Overview

The Redevelopment Project consists of the rehabilitation and redevelopment of the existing dilapidated Roadway Inn into an upgraded and modern extended stay hotel, together with exterior and infrastructure improvements, such as improvements to the existing sidewalks, drives and parking lot serving the site. No public acquisition of the Project Site is anticipated. Additionally, no families will be displaced as a result of the Redevelopment Project.

The Redevelopment Project is anticipated to provide a number of benefits to the surrounding area and/or businesses, as well as to the City as a whole. As detailed above, the Fort

Crook corridor has fallen into a state of substantial dilapidation and disrepair – necessitating private investment and redevelopment, which the Redevelopment Project will contribute towards. Additionally, the Redevelopment Project will result in the conversion of the existing motel into an extended-stay hotel. In addition to the indirect benefits associated with improving the aesthetic of the area, this will materially and directly benefit surrounding businesses. Long-term occupants will inject more money into the local economy, and for a longer period of time, as compared to short-term occupants associated with the current motel.

Exhibit "C", attached hereto and incorporated herein, sets forth the proposed site plan for the Redevelopment Project.

E. Existing Conditions

1. Existing Land Use

The Project Site currently consists of an outdated and dilapidated motel, currently branded as a Roadway Inn.

2. Existing Zoning

The Project Site is currently zoned as BGH (Heavy General Business District).

3. Existing Public Improvements

Public access to the Project Site currently exists from Lloyd Street and Fort Crook Rd S. The Project Site maintains existing paving, sewer, water, storm sewer, electrical service, public walks, and related infrastructure; although much of the infrastructure is in poor condition.

F. Proposed Redevelopment

1. Public Improvements

The Redevelopment Project will require infrastructure improvements and other public improvements. The anticipated public improvements (and costs related to the public improvements) for the Redevelopment Project are listed in Exhibit "E", attached hereto and incorporated herein. These improvements will include, but are not limited to:

a. Public Access; Traffic Flow, Street Layouts and Street Grades

Public access to the Project Site currently exists from Lloyd Street and Fort Crook Rd S. However, the drives serving the Project Site are in poor condition, and Redeveloper intends to make improvements to the same as part of the Redevelopment Project. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. All streets and other public infrastructure constructed by Redeveloper will be subject to review and approval by the City's engineer or other designee of the City.

b. Construction of Water and Sewer Improvements.

The Project Site is served by City water and sewer. However, upgrades to the water and plumbing systems are anticipated.

c. Additional public facilities or utilities

Other than the improvements detailed above, Redeveloper and the City anticipate that the existing public facilities and utilities can adequately meet the demands of the Redevelopment Project.

d. Property Acquisition, Demolition and Disposal

No public acquisition of private property or relocation of families or businesses is necessary to accomplish the Redevelopment Project. Additionally, any demolition will be to the interior of the building, and will not be structural in nature.

e. Population Density

The Redevelopment Project is commercial in nature and will not increase population density in the area.

f. Land Coverage

The Project Site consists of approximately 152,896 square feet of land with a 40,549 square foot (gross) two-story motel located thereon. The Redevelopment Project will not result in a material change to land coverage, and will comply with all applicable land coverage ratios required by the City.

g. Parking

The parking requirements for the current use of the Project Site will not change as a result of the Redevelopment Project. Accordingly, the Project Site and its use will continue to comply with all parking requirements of the City.

h. Zoning, Building Code and Ordinance

The Project Site is currently zoned as BGH (Heavy General Business District). BGH allows for lodging uses such as hotels and motels. Accordingly, no zoning change will be required as part of the Redevelopment Project. Notwithstanding, Redeveloper will be responsible for all zoning, building code, or ordinance changes that are necessary for the Redevelopment Project.

2. Private Improvements

Private improvements for the Redevelopment Project Area consist of the rehabilitation and redevelopment of the existing dilapidated Roadway Inn into an upgraded and modern extended stay hotel, in addition to the related facilities and improvements ancillary thereto. Redeveloper or other builders taking conveyance from Redeveloper will construct the private improvements. Paragraph H of this Redevelopment Plan details the anticipated construction schedule for the private improvements.

G. Project Costs

The total estimated cost of the Redevelopment Project is \$4,000,000. A breakdown of the estimated costs of the Redevelopment Project are attached and incorporated herein as Exhibit "D". Such figures are only estimates based upon 2023 pricing, and are subject to change without further amendment of this Redevelopment Plan.

H. Implementation

Redeveloper anticipates that construction of the Redevelopment Project will commence upon final approval of this Redevelopment Plan, and will be completed by December 31, 2024. Notwithstanding the foregoing, Redeveloper's timely completion of the Redevelopment Project is subject to extraneous factors, which may necessitate that Redeveloper completes the Redevelopment Project later than the projected date. As such, the anticipated start and completion dates are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors.

I. Financing

The City and Agency contemplate the use of TIF for the Redevelopment Project. Section 18-2147 of the Act authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of bonds pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body (“Base Tax Amount”); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond/note resolution, in the redevelopment project in excess of the Base Tax Amount, if any, (referred to herein as “TIF Revenues”) shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Redevelopment Project, the actual base tax year and Base Tax Amount for the Redevelopment Project will be set forth in the redevelopment contract and/or the resolution authorizing the TIF Indebtedness (defined below).

1. Necessity of TIF

Redeveloper has represented and warranted to the City that it would not be economically feasible to develop the Redevelopment Project without TIF. In support thereof, Redeveloper provides that, while the exterior and infrastructure costs are desperately needed, they will add little to the monetary value of the project and will not bolster Redeveloper’s return on investment. Accordingly, while Redeveloper may be able to undertake some rehabilitation without TIF, it could not undertake the Redevelopment Project as presented herein. Namely, it would be unable to construct the improvements to the exterior, roadways, parking lot, landscaping, and sidewalks – i.e., those that provide the biggest aesthetic and public benefit to the area. As such, Redeveloper seeks TIF to offset these costs – i.e., those that are desperately needed in the area and will provide a public benefit, but do not create material monetary value or

return on investment. The foregoing is compounded by the current market conditions, consisting of high interest rates, material costs, and labor costs. Accordingly, without TIF, Redeveloper would not undertake these improvements and would be forced to undertake a scaled-down version of the Redevelopment Project, which would be less beneficial to the area and the redevelopment along Fort Crook Rd desired by the City.

In accordance with the foregoing representations of Redeveloper, the City and Agency concur that the current conditions of the Project Site, and the added costs related thereto, contribute to the site's blighted and substandard condition and the infeasibility of its development without the assistance of TIF. Accordingly, the Redevelopment Project, as proposed herein, is not economically viable without the assistance of TIF and Redeveloper would not construct the same without TIF.

2. Sources and Uses of Financing

Based upon the projections provided in Exhibit "E", attached hereto and incorporated herein, the Agency and Redeveloper contemplate issuance of one TIF bond or note (the "TIF Indebtedness") in the principal amount of \$350,000. The TIF Indebtedness shall bear interest at a rate of 8.00% per annum.

The total estimated cost of the Redevelopment Project is \$4,000,000. Redeveloper anticipates that the balance of the public and private costs exceeding the TIF Indebtedness will be financed by a mix of equity and traditional bank financing. The above figures are only projections and are subject to change as a result of market conditions and other extraneous factors.

J. Cost-Benefit Analysis

A cost-benefit analysis for the Redevelopment Project is attached as Exhibit "F" and incorporated herein.

Exhibits:

- Exhibit A: Project Site and Existing Land Use
- Exhibit B: Future Land Use Map
- Exhibit C: Site Plan and Future Land Use
- Exhibit D: Estimated Construction Cost of the Redevelopment Project
- Exhibit E: Sources and Uses of TIF
- Exhibit F: Cost-Benefit Analysis

EXHIBIT "A"

Project Site and Existing Land Use

Legal Description:

Those portion of Lot 1, in TWIN RIDGE II, an Addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska, known as Tax Lot 1B2B1, more particularly described as follows:

Beginning at the Southeast corner of Tax Lot 1B2B2 on the Westerly right-of-way line on frontage road lying on the West side of Highway 73-75; thence Southerly, on the Westerly right-of-way line of said frontage road, a distance of 155.94 feet, more or less, to the Southeast corner of Tax Lot 1B2B1; thence Westerly, along the South line of Tax Lot 1B2B1, a distance of 365.32 feet, more or less, to the Southwest corner thereof; thence Northerly, along the West line of Tax Lot 1B2B1, a distance of 155.90 feet, more or less, to its point of intersection with the South line of Tax Lot 1B2B2, projected Westward; thence Easterly, on the South line of Tax Lot 1B2B2, and said line projected Westward, a distance of 366.99 feet, more or less, to the Point of Beginning;

Together with that part of said Lot 1 more particularly described as follows:

Beginning at the Southwest corner of Tax Lot 1B2B2; thence Westerly, on the South line of Tax Lot 1B2B2, projected West, a distance of 150.09 feet, more or less, to the West line of Tax Lot 1B2B1; thence Northerly, on said West line, a distance of 136.91 feet, to the South right-of-way line of Lloyd Street; thence Easterly, on said right-of-way line, a distance of 150.03 feet, more or less, to the Northwest corner of Tax Lot 1B2B2; thence Southerly, along the West line of Tax Lot 1B2B2, a distance of 136.91 feet, to the Point of Beginning;

And,

That part of Lot 1, in TWIN RIDGE II, an Addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska, known as Tax Lots 1B1B and 1B2A2, more particularly described as follows:

Beginning at the Northeastern most corner of Tax Lot 1B2A, said point being on the South right-of-way line of Lloyd Street a distance of 510.42 feet, more or less, West of the center line of Highway 73-75; thence Southerly, along the East side of said Tax Lot 1B2A, a distance of 293 feet, more or less, to the Southwest corner of Tax Lot 1B2B1; thence Westerly, on the Southerly line of Tax Lot 1B2B1, projected Westward, a distance of 256.55 feet, more or less, to its point of intersection with the Westerly line of Tax Lot 1B1; thence Northerly, on said Westerly line a distance of 293 feet, more or less, to the Southerly right-of-way line of Lloyd Street; thence Easterly, on said Southerly right-of-way line, a distance of 256.55 feet, more or less, to the Point of Beginning.

* In the event Redeveloper subdivides or replats the Project Site, the legal description(s) of such subdivided or replatted parcel(s) comprising the Project Site, upon final approval of the City with respect thereto, shall replace and supersede the above legal description.

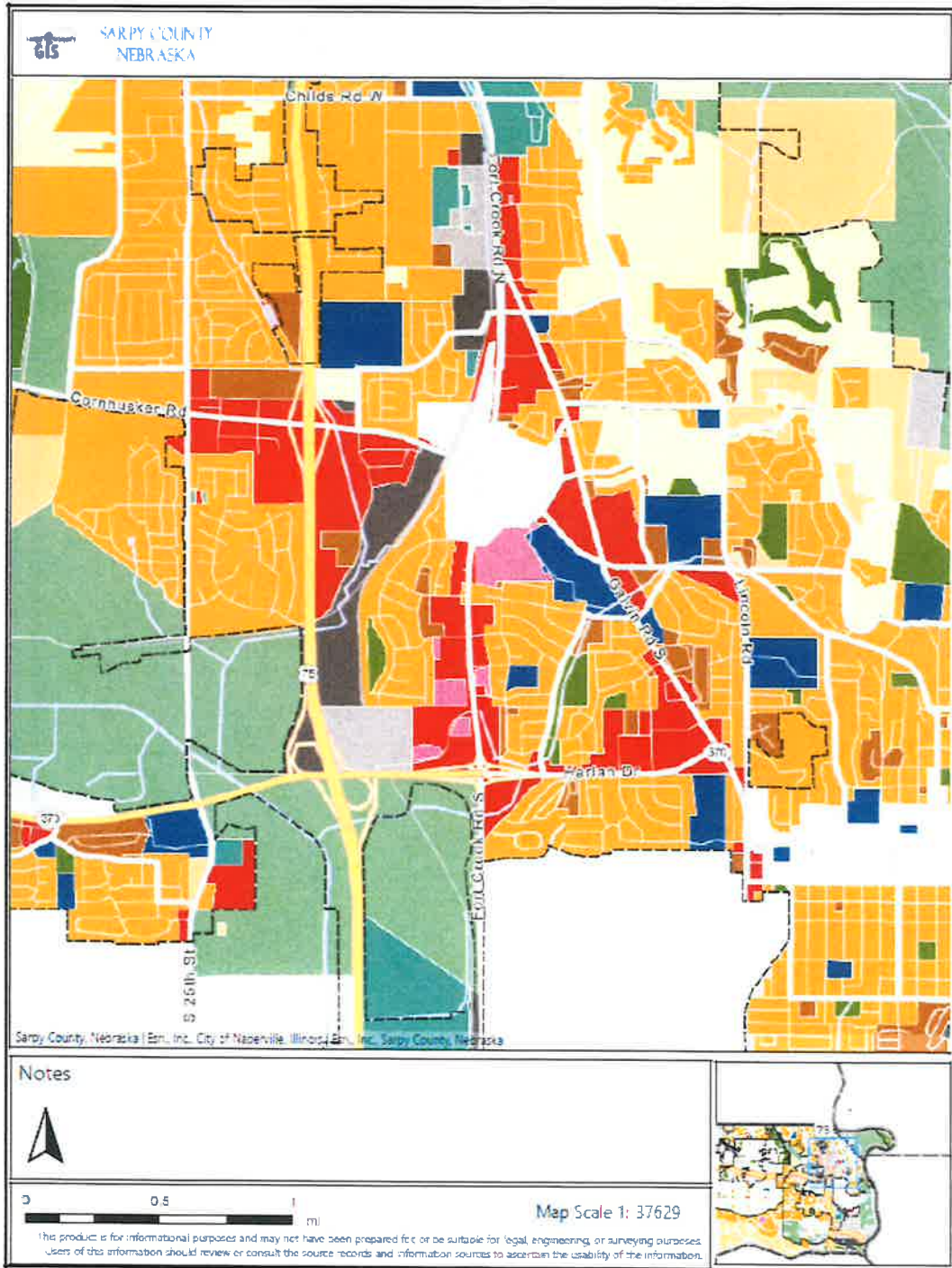
Depiction and Current Condition (outlined in blue):



Exhibit "A"

EXHIBIT "B"

Future Land Use Map



* Project Site designated as Commercial.

EXHIBIT "C"

Site Plan and Future Land Use

Exterior:



Exhibit "C"

Interior Room Layout Example:

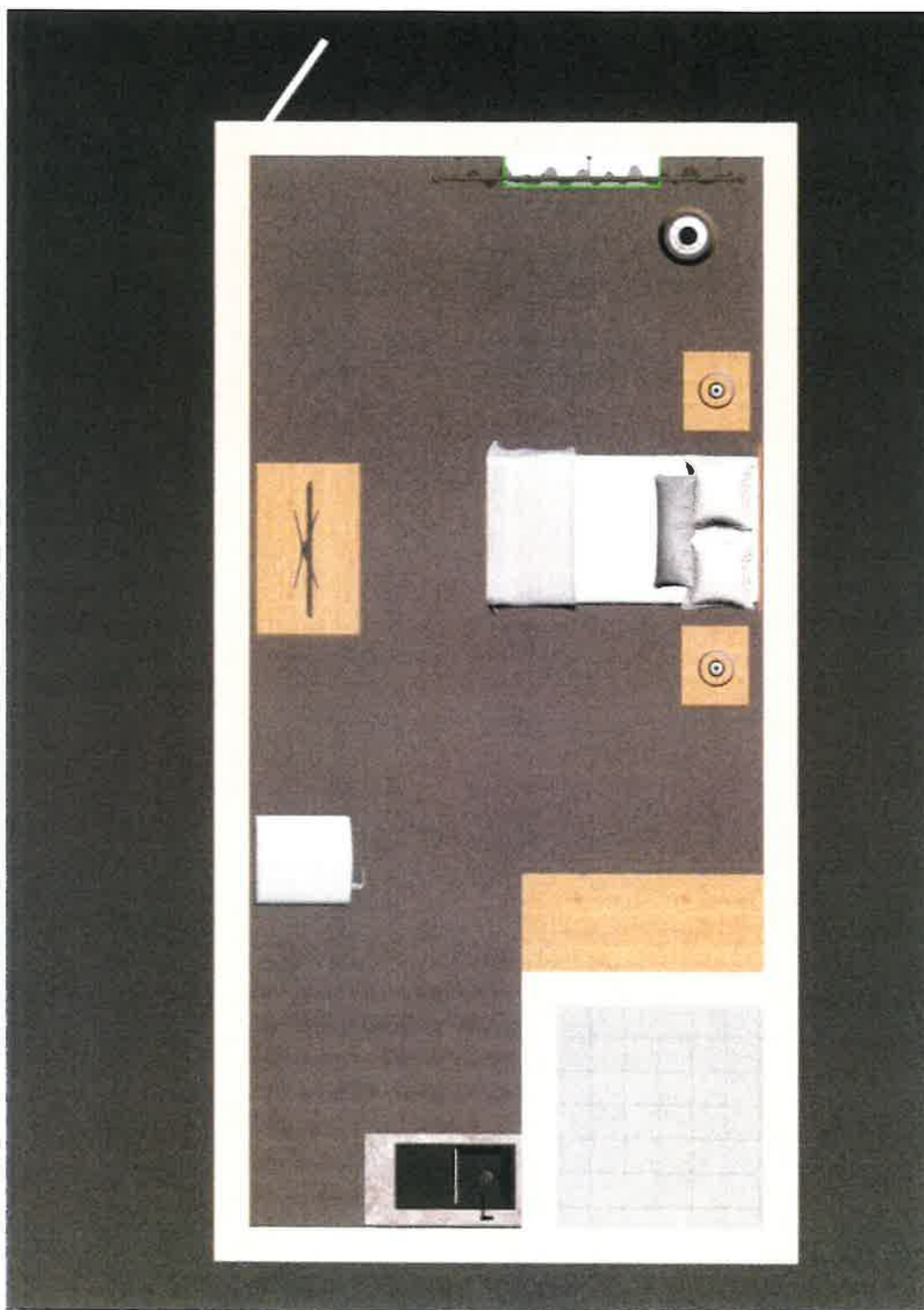


Exhibit "C"

Interior Room Renderings:



* The plans provided in this Exhibit "C" are preliminary and subject to change.

Exhibit "C"

EXHIBIT "D"

Estimate of Construction Costs

Land Acquisition	\$2,225,000
Infrastructure Improvements	\$300,000
Renovation Costs	\$1,175,000
Legal Fees	\$15,000
Soft Costs & Contingency	\$285,000
TOTAL	\$4,000,000

* The above figures are estimated values based on current pricing. These preliminary estimates are subject to change, as Redeveloper has no control over the change in cost of materials and services between the time of the approval of this Redevelopment Plan and completion of construction.

EXHIBIT "E"

Sources and Uses of TIF

USES:

Land Acquisition	\$2,225,000
Infrastructure Improvements	\$300,000
Renovation Costs	\$1,175,000
<u>Legal Fees</u>	<u>\$15,000</u>
TOTAL	\$3,715,000

* The above "Uses" are preliminary estimates based on current pricing and are subject to change.

** While there is a number of costs eligible for reimbursement from TIF, Redeveloper seeks TIF primarily to offset the costs of the infrastructure improvements.

SOURCES:

General Assumptions:

Base Value:	\$2,179,224
Final Value:	\$4,000,000
Tax Levy (2023):	2.258605%
TIF Indebtedness:	\$350,000
Interest Rate:	8.00%

* The above figures are based on assumed values and levy rates. Actual amounts and rates will vary from those assumptions, and it is understood that the actual TIF sources may vary materially from the projected amounts.

Amortization:

DATE	Total Taxable Valuation	Less Pre-Development Base	TIF Taxable Valuation	Tax Levy	Tax Revenues	Treasurer's 1% Collection Fee	Revenues Available For TIF Loan	Debt Service Payments			Loan Balance	Capitalized Interest	Interest at 8.00%
								Principal	Interest at 8.00%	Total			
0											\$350,000		
0.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$6,356	\$14,000	\$20,356	\$343,644	0	14000
1	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$6,610	\$13,746	\$20,356	\$337,034	0	13746
1.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$6,875	\$13,481	\$20,356	\$330,159	0	13481
2	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$7,150	\$13,206	\$20,356	\$323,009	0	13206
2.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$7,436	\$12,920	\$20,356	\$315,573	0	12920
3	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$7,733	\$12,623	\$20,356	\$307,840	0	12623
3.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$8,042	\$12,314	\$20,356	\$299,798	0	12314
4	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$8,364	\$11,992	\$20,356	\$291,434	0	11992
4.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$8,699	\$11,657	\$20,356	\$282,735	0	11657
5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$9,047	\$11,309	\$20,356	\$273,688	0	11309
5.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$9,408	\$10,948	\$20,356	\$264,280	0	10948
6	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$9,785	\$10,571	\$20,356	\$254,495	0	10571
6.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$10,176	\$10,180	\$20,356	\$244,319	0	10180
7	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$10,583	\$9,773	\$20,356	\$233,736	0	9773
7.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$11,007	\$9,349	\$20,356	\$222,729	0	9349
8	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$11,447	\$8,909	\$20,356	\$211,282	0	8909
8.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$11,905	\$8,451	\$20,356	\$199,377	0	8451
9	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$12,381	\$7,975	\$20,356	\$186,996	0	7975
9.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$12,876	\$7,480	\$20,356	\$174,120	0	7480
10	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$13,391	\$6,965	\$20,356	\$160,729	0	6965
10.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$13,927	\$6,429	\$20,356	\$146,802	0	6429
11	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$14,484	\$5,872	\$20,356	\$132,318	0	5872
11.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$15,063	\$5,293	\$20,356	\$117,255	0	5293
12	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$15,666	\$4,690	\$20,356	\$101,589	0	4690
12.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$16,292	\$4,064	\$20,356	\$85,297	0	4064
13	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$16,944	\$3,412	\$20,356	\$68,353	0	3412
13.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$17,622	\$2,734	\$20,356	\$50,731	0	2734
14	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$18,327	\$2,029	\$20,356	\$32,404	0	2029
14.5	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$19,060	\$1,296	\$20,356	\$13,344	0	1296
15	\$ 1,820,776	0	\$ 1,820,776	2.258605	\$ 20,562	\$ 206	\$ 20,356	\$19,822	\$534	\$20,356	\$0	0	534
								\$616,860	\$6,180	\$610,680			\$0
								\$356,478	\$254,202	\$610,680			\$0
								Original Loan Amount	\$350,000				
								Capitalized Interest	\$0				
								Loan Balance Remaining	\$0				
											(F9 = calculate)		
											ASSUMPTIONS:		
											1. Loan Amount:	\$350,000	
											2. Interest Rate:	8.00%	
											3. Increment Base:	\$1,820,776	**

* The above figures are estimates based upon the assumptions in this Exhibit "E" and are subject to change.

Exhibit "E"

EXHIBIT "F"

Cost-Benefit Analysis (Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Redevelopment Project, as described in the attached Redevelopment Plan, which will utilize funds authorized by section 18-2147 of the Act, is provided below:

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the base value of the Project Site will continue to be allocated between the relevant taxing jurisdictions pursuant to the Act. Only the incremental taxes created by the Redevelopment Project will be captured to pay for the project's eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Redevelopment Project, the true tax shift of the Redevelopment Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the estimated 15 year tax shift for the Redevelopment Project is set forth in Exhibit "E" of the Redevelopment Plan, and is adopted hereby.

Notes:

- 1. The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2023 levy rate. There has been no accounting for incremental growth over the 15 year TIF period.*

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project:

a. Public infrastructure improvements and impacts:

The Redevelopment Project requires public infrastructure improvements. The Project Site will require improvements to the existing roadways, sidewalks, and water systems serving the site. The public improvements for the Redevelopment Project will address any traffic and street infrastructure concerns that would otherwise be created by the Redevelopment Project. The Agency and Redeveloper do not anticipate that the Redevelopment Project will have a negative impact on now-existing City infrastructure.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Redevelopment Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of TIF will temporarily defer receipt of a majority of new ad valorem real property taxes generated by the Redevelopment Project, the Redevelopment Project should generate immediate tax growth for the City. The hotel facilities will require and pay for City services; and its guests will contribute to the tax base via sales tax on hotel revenues and other expenditures made within the City. Additionally, the City will collect sales tax on a portion of the materials used for the Redevelopment Project. It is not anticipated that the Redevelopment Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the Project Site:

The Redevelopment Project will result in upgraded and expanded business within the Project Site. It is anticipated that the upgraded facilities will demand higher nightly rates, which in turn will provide for better wages and conditions for hotel staff than currently exists. Accordingly, it is anticipated that the Redevelopment Project will have a positive impact on employers and employees locating or expanding within the boundaries of the Project Site.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the Project Site:

The Redevelopment Project consists of an extended stay hotel, meaning that many of its guests will stay for multiple weeks. This materially benefits surrounding businesses, as long-term visitors will inject more money into the local economy, and for a longer period of time, as compared to short-term occupants associated with a typical hotel/motel. Accordingly, the Redevelopment Project is anticipated to have a positive impact on surrounding employers and employees.

5. Impacts on student populations of school districts within the City:

The Redevelopment Project will not impact student populations in the City.

6. Other impacts determined by the Agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

The Project Site is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize a dilapidated site without

negatively impacting the surrounding businesses, residents or straining the public infrastructure. There are no other material impacts determined by the Agency relevant to the consideration of the costs or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

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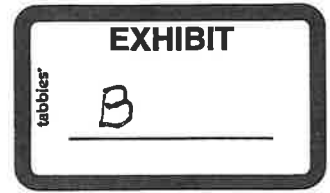
Commercial Construction Estimate infrastructure improvement costs

Company Name

Bapaji Maharaj LLC
Rodeway Inn and Suites
1110 Fort Crook Rd S
Bellevue NE 68005

Discription	Amount
Parking lot concrete	\$287,543
Walkways around the North and East Lot	\$12,457
Subtotal	\$300,000

Sign  Date Oct 13th 2023



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Bapaji Maharaj, LLC

CASE #: ECD-62

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to approve the Redevelopment Plan for Lots 1B1B, 1B2A2 & 1B2B1, Twin Ridge II, located in the Southeast ¼ of Section 27, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, and conformance with the requirements of the State Statutes.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Hankins						
	Jacobson						
	Sims						
	Taylor -Jones						
	Aerni						
	Ackley						
	Lasenburg						
	Perrin						
	Bennett						

Planning Commission Hearing (s) was held on: November 16, 2023

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/19/2023		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 Environmental Review Record and Request for Release of Funds for CDBG 2023 projects and authorize submittal to HUD

SYNOPSIS/BACKGROUND:

The City of Bellevue is required to perform an environmental assessment for all project receiving CDBG assistance to identify any potential environmental issues and verify there will not be a negative impact on the environment. The Environmental Review Record for the approved 2023 Projects has been completed and a Notice of Finding of No Significant Impact and Request for Release of Funds has been distributed and published for citizen review. All 2023 projects were previously approved by the City Council as part of the CDBG Action Plan on July 2018, 2023. Once the City receives a funding agreement, the Request for Release of Funds will be submitted to HUD.

FISCAL IMPACT: \$402,681.00 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: *Once approved by City Council and HUD, activities will be named and coded; CDBG-192400 HUD Projects

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: CDBG-192400 ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the HUD Form 7015.15 - Request for Release of Funds and Certifications and submit to HUD.

ATTACHMENTS:

- 1. Combined Public Notice
- 2. HUD Form 7015.15
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Community Development Block Grant Entitlement	2. HUD/State Identification Number B-23-MC-31-0003	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14.218	5. Name and address of responsible entity City of Bellevue, 1500 Wall Street, Bellevue, NE 68005	
6. For information about this request, contact (name & phone number) Abby Highland, CDBG Program Specialist, (402)293-3000		
8. HUD or State Agency and office unit to receive request U.S. Department of Housing and Urban Development, Omaha Field Office	7. Name and address of recipient (if different than responsible entity)	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) 2023 Action Plan Activities	10. Location (Street address, city, county, State) City-wide; Bellevue, NE
---	---

11. Program Activity/Project Description

Public Facilities & Improvements - North Central Bellevue Sidewalks, rehabilitation and installation of sidewalks in LMI neighborhood, \$249,038
Housing - Habitat Housing Rehabilitation Program, housing rehabilitation assistance to address health and safety improvement in owned occupied units, \$50,000
Public Service - BJSA Sports Participation Assistance Program, provide assistance to LMI households for sports program participation, \$6,000; Bellevue Community Assistance Program, assist LMI elderly and vulnerable households with emergency assistance, \$47,643
Program Administration - CDBG program admin activities, \$50,000

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

X

Title of Certifying Officer

Mayor, City of Bellevue

Date signed

Address of Certifying Officer

1500 Wall Street, Bellevue, NE 68005

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

X

Title of Authorized Officer

Date signed

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

CITY OF BELLEVUE
NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

November 29, 2023

City of Bellevue, NE, 1500 Wall Street, Bellevue, NE 68005, (402) 293-3000

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Bellevue.

REQUEST FOR RELEASE OF FUNDS

On or after December 22, 2023, the City of Bellevue will submit a request to the U.S. Department of Housing & Urban Development (HUD) for the release of CDBG program funds under Title I of the Housing and Community Development Act of 1974, as amended, in the amount of \$357,623.00 and reallocation of funding in the amount of \$45,058.00 to implement the following projects: Administration, Public Facilities/Improvements, Housing and Public Service. The following projects identified in the City of Bellevue FY 2023 Action Plan are exempt from 24 CFR 58.34 Subpart D: BJSAP Participation Program, \$6,000; Program Administration, \$50,000; and Lift Up Sarpy Bellevue Assistance Program, \$47,643, which is Categorically Excluded, Not Subject to 58.5. The following projects are not exempt from 24 CFR Part 58.34 Subpart D – Environmental Review Process, therefore, a public notice is required.

Categorically Excluded, Subject to 58.5

- City of Bellevue North Central Bellevue Sidewalks – project includes rehabilitation/construction of sidewalks and curb ramps in LMI areas, \$249,038.00
- Habitat for Humanity Housing Rehabilitation Program – project provides assistance for owner-occupied rehabilitation to alleviate critical repairs that pose a risk to health and safety, \$50,000.00

FINDING OF NO SIGNIFICANT IMPACT

The City of Bellevue has determined that the projects will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the City of Bellevue, CDBG Office, located at 1500 Wall Street, Bellevue, NE 68005 and may be examined or copied weekdays 8:00 a.m. to 4:30 p.m. The ERR is also available on the website, <https://www.onecpd.info/environmental-review/environmental-review-records>

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Bellevue, Office of the Mayor, 1500 Wall Street, Bellevue, NE 68005. All comments received by December 18, 2023, will be considered by the City of Bellevue prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

RELEASE OF FUNDS

The City of Bellevue certifies to HUD that, Rusty Hike in his capacity as City of Bellevue City Mayor, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Bellevue to use HUD program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of fund and the City of Bellevue's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Bellevue; (b) the City of Bellevue has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to HUD at: U.S. Department of Housing and Urban Development, Omaha Field Office, Edward Zorinsky Federal Building, 1616 Capitol Avenue, Suite 329, Omaha, Nebraska 68102-4908. Potential objectors should contact HUD to verify the actual last day of the objection period.

Abby Highland

CDBG Program Administrator

Rusty Hike

Mayor, City of Bellevue

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 2023		SUBMITTED BY: City Administrator	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve and authorize the Mayor to Sign the First Extension to Real Estate Broker Services Agreement with CBRE, Inc.

SYNOPSIS/BACKGROUND:

In December 2022 the City of Bellevue entered into a Real Estate Broker Services Agreement with CBRE Inc. to represent the City in buying and selling property for a one (1) year term. This agreement is set to expire on December 21, 2023. The City has been pleased with CBRE's representation of the City in real estate transactions and seeks to extend the Agreement for an additional one (1) year term. The attached First Extension solely extends the term of the Agreement and does not change any other provisions.

FISCAL IMPACT: 0 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes	COUNTER-PARTY: CBRE Inc.	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: Extension to Real Estate Broker Services Agreement		
CONTRACT EFFECTIVE DATE: 12.21.23	CONTRACT TERM: 1 year	CONTRACT END DATE: 12.21.24
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 and authorize the Mayor to Sign the First Extension to the Real Estate Broker Services Agreement with CBRE Inc.

ATTACHMENTS:

- | | | |
|-------------------------------------|----|----|
| 1. First Extension to the Agreement | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Amey Math
[Signature]
[Signature]

REAL ESTATE BROKER SERVICES AGREEMENT

FIRST EXTENSION

The City of Bellevue (“City”) and CBRE, Inc. (“Contractor”) entered into a Real Estate Broker Services Agreement, commencing on or about December 21, 2022 (“Agreement”) which is attached hereto as Exhibit “A”.

WHEREAS, as part of the Agreement, the term of the Agreement expires on December 21, 2023.

WHEREAS, the parties have had the opportunity to discuss the Agreement and desire to enter into this First Extension (hereinafter “Extension”) which will extend the term of the Agreement as outlined herein.

NOW THEREFORE, the Parties hereto agree as follows:

1. That the Real Estate Broker Services Agreement entered into between the City and Contractor, which commenced on December 21, 2022 and expires on December 21, 2023 shall be extended for a one (1) year term (hereinafter “Extension Term”). The Extension Term shall commence on December 21, 2023 and will remain in effect through December 21, 2024, unless terminated earlier in accordance with Section 4 of the Agreement. The Agreement may be extended beyond this Extension Term through mutual agreement between both parties in writing and upon City Council approval.

WHEREAS, except as expressly amended herein, the terms and conditions of the Agreement commencing on or about December 21, 2022 between the parties remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereby cause this First Extension to be executed by their duly authorized representatives on this 4th day of December 2023.

CONTRACTOR:

Sign:

Name:

Title:

Date:


CITY:

Sign:

Name:

Title:

Date:



Michael L. Kautzman

Vice President

12/4/2023

Real Estate Broker Services Agreement

This Agreement ("Agreement") is made by and between the City of Bellevue, 1500 Wall Street, Bellevue, Nebraska 68005 ("City") and

Contractor Name: CBRE, Inc.

Contractor Address: 11213 Davenport St. Suite 300, Omaha, NE 68154

("Contractor").

The parties agree as follows:

1. Contractor Services

Contractor shall provide to City the services described in Attachment A as requested by the City subject to the terms and conditions set forth in this Agreement.

All work to be performed under this Agreement shall be requested by the City through a written Amendment to this Agreement signed by both parties. Any Amendment requesting services from the Contractor shall include the City's requested Scope of Work. All work must be mutually agreed upon in writing and costs known before that work may commence.

Contractor warrants to City that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel.

2. Payment

City shall pay Contractor for the services described in Attachment A based on the compensation structure provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence.

The compensation structure to be applied (commission, fee for service, etc.) shall be dictated by the desired Scope of Work and established in each Amendment to this Agreement. It should be noted that, before entering into a commission-based Scope of Work, City shall inform Contractor of any known interested parties and City reserves the right to buy or sell a property directly to one of these known parties. In such cases, the City may seek professional services from Contractor to assist the City in finalizing the property transaction in lieu of paying Contractor a commission per the compensation structure provided by the Contractor in Attachment B.

Payment shall be provided within thirty (30) days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.



3. Term of Agreement

The term of this Agreement is for one (1) year commencing December 21, 2022, and remaining in effect through December 21, 2023 unless terminated earlier in accordance with Section 4 of this Agreement. This Agreement may be extended beyond this term through mutual agreement between both parties in writing and upon City Council approval.

4. Termination of Agreement

City may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty (30) days' written notice to Contractor.

5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Nebraska. All coverages shall be with insurance carriers acceptable to City. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to City. Contractor shall be responsible to City for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

- **Worker's Compensation Insurance:** Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Nebraska or have the State of Nebraska listed under Section 3 - Other States Insurance in the Contractor's insurance policy.
- **Commercial General Liability Insurance:** Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- **Additional Insured:** Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "City of Bellevue, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming City of Bellevue as additional insured, coverage afforded is considered to be primary and any other insurance City of Bellevue may have in effect shall be considered secondary and/or excess.

Cancellation Notice: If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and City may terminate this Agreement immediately.

Proof of Insurance Coverage: Upon execution of this contract and at least (10) business days prior to commencement of services under this Agreement, Contractor shall provide City with a copy of their Worker's Compensation and Commercial Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, City reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor until current certificates of insurance have been received and approved by City. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates to City at least ten (10) days prior to the expiration date.

6. Reporting and Review

Contractor shall report to City as required by this Agreement and also upon request. Contractor shall cooperate and confer with City as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by City. City may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, City may review any of Contractor's internal records, reports or insurance policies, related to work with the City pursuant to this contract.

7. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of City, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

8. Independent Contractor

To the fullest extent permitted by law, the parties agree that Contractor is an independent Contractor; that Contractor and its employees will in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of City for any purpose, and will not be entitled to any fringe benefits of City, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor will be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and

maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify City against such liability.

9. Subcontracting

Contractor shall provide all services covered by this Agreement and will not subcontract, assign or delegate any of these services without written authorization from City.

10. City Employees

Contractor shall not hire any City employee to perform any of the services covered by this Agreement without written authorization from City.

11. Default

In the event of default by Contractor, City may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

12. Endorsement Prohibition

Contractor shall not use in any form or medium the name of City, or supportive documentation or photographs of City projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by City.

13. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations. Contractor agrees to protect, defend and indemnify City against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

15. Equal Opportunity Employer

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by City, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of City.

17. Contractor Personnel

Contractor employees may be subject to an approved criminal background check prior to entering City property to perform work under this Contract. Employees of Contractor must wear apparel or other means of identification while performing services under this Contract.

18. Amendment

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by both parties.

19. Binding Effect

This Agreement is binding upon and shall inure to the benefit of Contractor and City and their respective legal representatives, successors and authorized assigns.

20. Waiver

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

21. Counterparts

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

23. Section Titles

Section Titles set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any provisions of this Agreement.

24. Choice of Law and Forum

This Agreement is governed by and interpreted according to the laws of the State of Nebraska. The parties agree that the proper forum and venue for litigation arising out of this Agreement is Sarpy County, Nebraska.

25. Royalties and Patents

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save City and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor's subcontractors and agents.

26. Debarment or Suspension Status

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into real estate contracts, or in receipt of a notice of proposed debarment from any State agency or local public body.

27. Conflicts of Interest

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor will immediately inform City regarding same.

28. Anti-Collusion Statement

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the City are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

29. Entire Agreement

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Real Estate Broker Services Agreement.
2. Agreement and Scope of Work Clarifications.
3. Attachment A – City's Scope of Work.
4. Attachment B – Cost Proposal Form completed and submitted with Contractor's Proposal.
5. Attachment C – Contractor's Proposal received and opened by City.

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

CONTRACTOR:

Sign: Bennett Gmsberg
Name: Bennett Gmsberg
Title: Managing Director
Date: 1.6.23

CITY:

Sign: Rusty Hike
Name: Rusty Hike
Title: Mayor
Date: 12-20-22

Attachment A – Scope of Work

1. Overview

- 1.1 Contractor shall be a commercial real estate broker able to assist the City in buying, selling, and/or leasing property and also able to provide miscellaneous real estate consulting services.
- 1.2 All services are to be provided by the Contractor upon request of the City and will be agreed to through an Amendment to this master Agreement.

2. Sale or Lease of Property by City

Should the City desire to use the services of Contractor to sell or lease property owned by the City, Contractor shall generally:

- 2.1 Develop and carry out an agreed upon public marketing strategy to solicit interested buyers / lessees.
- 2.2 Market the property in a manner consistent with local zoning ordinances.
- 2.3 Coordinate site visits with developers and potential buyers / lessees as needed, keeping the City apprised of all planned site visits.
- 2.4 Receive and evaluate bids / offers received from all buyers / lessees.
- 2.5 Present all received bids to the City with a recommendation.
- 2.6 Coordinate and finalize real estate transactions and agreements working closely with the City Attorney and City Administrator to assist City in finalizing the sale and lease.

3. Purchase or Lease of Property by City

Should the City desire to use the services of Contractor to purchase or lease property not owned by the City, Contractor shall generally:

- 3.1 Work with the City to identify needs and characteristics of property to be acquired or leased.
- 3.2 Identify potential candidate sites and properties maintaining discretion and client confidentiality.
- 3.3 Present findings on suitable properties.
- 3.4 Coordinate site visits by representatives of the City as necessary.
- 3.5 Coordinate any necessary or desired inspections of a property.
- 3.6 Coordinate and finalize real estate transactions and agreements working closely with the City Attorney and City Administrator, to assist City in finalizing the sale and lease.

4. Real Estate Consulting Services

Real Estate Consulting Services that the City may request include, but are not limited to:

- 4.1 Property valuation.
- 4.2 Researching lease rates for commercial / office type properties.
- 4.3 Developing and implementing brownfield property redevelopment strategies.

Costs

10.4.1 Complete and certify the Cost Tables in Attachment B.

Attachment B – Cost Proposal Form

5. COST PROPOSAL

Unless otherwise noted by the Contractor, all costs associated with the scope of work outlined in Attachment A are itemize in this Cost Proposal Form taking the following into consideration:

5.1 Taxes

The City is exempt from Federal Excise Tax and Nebraska Sales Tax and these shall not be included in the cost proposal, invoiced or charged to the City.

5.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified elsewhere in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

5.3 Payment

Payment terms will be consistent with terms identified in Section 2 of this Agreement.

5.4 Cost Tables

Once completed, the following cost shall establish the pricing to be charged unless otherwise negotiated in writing.

Sales Commission	Commission Rate
Property Sale by City (based on total sale price)	3* %
Property Purchase by City (based on total purchase price)	0* %


Real Estate Consulting Services – Hourly Rates to be charged by Position	
Position Title	Hourly Rate
Regional Manager/Vice President	\$ 325
Manager	\$ 300
Analyst	\$ 200
Support	\$ 150
	\$
	\$

*CBRE's portion of the fee will be 3% of the sale price payable by the City from proceeds at closing. In the event that the buyer is represented by a broker with a verified representation agreement, it is customary for the seller (the City) to pay the buyer's representation fee as well, which is typically 3%, for a total of 6%. In the event the buyer is unrepresented, the only fee will be 3% paid to CBRE.

*0% - CBRE will pursue fees from the seller of property the City acquires, as is customary. In the event the seller will not pay a commission, the fee will be paid by the City at 3% of the purchase price.

5.5 Cost Proposal Certification

Bid is firm for 120 days (60 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

Contractor Name:	CBRE, Inc
Contractor Address:	11213 Davenport Street, Suite 300
City, State, Zip:	Omaha, NE 68154
Representative Name (Print):	Bennett Ginsberg
Representative Signature:	
Representative Title:	Managing Director



10.4.2 Should the City desire to lease property to or from another party, propose a reasonable up-front compensation structure that doesn't have ongoing payments as the City does not have a sufficient number of properties or vacant space to need a firm to provide ongoing property management services.

Should the City desire to lease property to another party and engage CBRE to represent you in locating and securing tenants, CBRE's compensation (and the tenant's broker's compensation if applicable) would be paid by the City as a percentage of the lease consideration. Typically this rate is 3% to CBRE and 3% to the tenant's broker for a total of 6%.

In the event the City desires to lease property from another party and engages CBRE to represent you in locating and securing space on your behalf, our compensation would be a market rate paid by the third party landlord, not the City.

We understand you are not seeking ongoing property management services and therefore have not quoted a price.

10.4.3 Contractor may attach more detailed pricing information and additional items and costs for consideration.

If desired by the City, CBRE also offers to be paid on a monthly retainer basis. This fee is \$5,000 paid monthly and acts as a seamless way for the City to access our advice and support on projects that may not have a commission associated with them.

We present the monthly retainer as an alternative to hourly rates and would still anticipate collecting a commission on projects where one applies. This payment structure is optional, but may represent less administrative burden for the City regarding tracking and quoting hours, paying variable invoices, etc.

If the City chooses to use the monthly retainer compensation model, we will refund the monthly retainer accrued to date once our commission revenue reaches \$200,000. Once the \$200,000 commission revenue threshold is reached, CBRE will continue to refund the monthly retainer on an annual basis, as long as subsequent commission revenue is higher than the monthly retainer accrued each year.

We welcome the opportunity to discuss this structure with the City if it represents an attractive option for you.

Attachment C

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 2023		SUBMITTED BY: City Administrator/Legal Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Agreement with the Nebraska Humane Society for animal control services.

SYNOPSIS/BACKGROUND:

The City of Bellevue, Sarpy County, Gretna, La Vista, Papillion, Springfield and Ralston have been in an Agreement with the Nebraska Humane Society to provide animal control services within the County and Cities as outlined in the agreement since March 2022. The Agreement is set expire on December 31, 2023. This item is a renewal of that Agreement for an extended term, effective January 1, 2024 until December 31, 2026, under much of the same terms as the current agreement.

The Current agreement set the exact rates for certain months within the term based on a rate of \$3.19 per resident of the respective city. For Bellevue this was \$17,231/month from January – December 2023. This agreement, as it sets the term at 2 year with potential automatic 1 year renewals, maintains the \$3.19 per resident rate, and states that the annual fee for each calendar year will be determined based on the actual population figures for the Parties reported by Sarpy County GIS as of September 30 of the preceding calendar year.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to Sign the Agreement with Nebraska Humane Society for animal control services within the City.

ATTACHMENTS:

- | | | |
|---|---|-------------------------|
| 1. <input type="text" value="Agreement"/> | 2. <input type="text" value="Original 2022 Agreement"/> | 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: _____

[Handwritten signatures]

AGREEMENT

THIS AGREEMENT is made by and between the County of Sarpy (“County”); Nebraska Humane Society (“NHS”); and the cities of Bellevue, Gretna, La Vista, Papillion, Springfield, and Ralston, Nebraska (collectively “the Cities”).

WHEREAS, the County and Cities are charged with duties of animal control within their corporate boundaries; and,

WHEREAS, the County and Cities wish to enter into an agreement with the Nebraska Humane Society for the provision of services to effect such duties of animal control; and,

WHEREAS, the Nebraska Humane Society is capable of performing such animal control services.

NOW, THEREFORE, in consideration of the following mutual agreements, the Parties agree as follows:

1. NHS Services. NHS shall provide the following animal control services to the County (including the Offutt Air Force Base Capehart Housing Area, pursuant to a separate contractual relationship) and the Cities, in a manner that complies with applicable statutes, ordinances, and regulations (“Applicable Laws”) and NHS policies and procedures as are in effect from time to time:
 - a. Appointment of Animal Control Officers in accordance with Applicable Laws.
 - b. Establishment of standards, rules, and regulations to carryout Applicable Laws.
 - c. Establish and maintain an animal shelter in accordance with Applicable Laws:
 - i. Pick up, receive, and house stray animals
 - ii. Stray animal lost and found
 - d. Issue and oversee licenses in accordance with Applicable Laws:
 - i. Production
 - ii. Tracking
 - iii. Recordkeeping
 - iv. Compliance enforcement
 - v. Issue tags and receipts
 - vi. Suspend or revoke licenses
 - e. Issue and oversee permits (e.g., kennels or catteries, breeders, pet avocations, feral cat colonies, pet shops) in accordance with Applicable Laws:
 - i. Process and review permit applications
 - ii. Conduct investigations required to issue permits
 - iii. Issue permits
 - iv. Suspend or revoke permits
 - v. Animal attraction inspections

- f. Violation enforcement:
 - i. Issue written notices, impound animals, investigate violations, issue citations, prepare misdemeanor and felony arrest warrants
 - ii. Seek a search warrant from the appropriate court to enable the authority to enter private property to inspect, care for, or impound animals in violation of any Applicable Laws
 - iii. Seek orders of impoundment when necessary for the safety of animals and the public
 - iv. Receive reports of suspected animal abuse or neglect, conduct animal cruelty investigations
 - v. Cooperate with City or County attorneys in the prosecution and enforcement of any violation of Applicable Laws
 - vi. Seize and impound animals in violation of Applicable Laws
 - A. At the discretion of the authority, any animal impounded may be examined and/or treated by a licensed veterinarian
 - B. Take reasonable steps to provide written notice of impoundment to the owner of the animal
 - C. Humane disposition of animals as deemed appropriate by the Nebraska Humane Society

- g. Rabies (animal bites and exposure) oversight in accordance with Applicable Laws:
 - i. Track
 - ii. Submit samples to lab
 - iii. Quarantine of animals
 - iv. Prevention - review vaccination certificates against rabies

- h. Potentially dangerous dog oversight in accordance with Applicable Laws:
 - i. Maintain records related to microchips required
 - ii. Approve responsible pet ownership classes and dog behavior classes
 - iii. Maintain registry of dangerous animals
 - iv. Initiate administrative proceedings to determine potentially dangerous animals
 - v. Keep required breed standards on file
 - vi. Issue required reports
 - vii. Designate breed ambassadors
 - viii. Notify the owner of any potentially dangerous animal if their dog is no longer declared a potentially dangerous animal

- i. Dangerous Animal capture and containment in accordance with Applicable Laws:
 - i. Initiate administrative proceedings to determine an animal to be potentially dangerous, and participate in appeals when needed
 - ii. Impound dangerous animal

- j. Other animal management in accordance with Applicable Laws:
 - i. Hold animals for the requisite holding period
 - ii. Return to owner
 - iii. Take ownership of animals
 - iv. Quarantine animals
 - v. Collect fees, late penalties, and expenses

- vi. Animal euthanasia or humane disposal
- vii. Animal Rescue
- viii. Loose livestock capture – not on owner’s property
- ix. Removal of animals deceased on roadways or other public property
- x. Capture of wildlife endangering citizens or public safety
- xi. Deceased wildlife only collected from private property if there has been a potential rabies exposure, and in other cases (except for smaller animals such as birds, squirrels or rabbits) upon request of property owner or occupant
- xii. Removal of sick or injured non-domestic animals from private and/or public property
- xiii. Fee for repeated removal/capture of wildlife requests generated from the same property within the same calendar year shall be an amount established annually by the Animal Control Authority based on its costs to respond to such requests, and shall be charged and collected by the Animal Control Authority directly from the property owner.

k. Maintain records in accordance with ordinances

l. File reports in accordance with ordinances

m. Other assistance

- i. Provide 24-hour emergency response
- ii. Assist with Police, Fire, and Rescue
- iii. Assist in disaster preparedness
- iv. Assist and serve as a member of the City Problem Resolution Team

2. Supplies. NHS, at its own cost and expense, shall furnish all facilities, tools, labor, supplies, equipment, and materials to perform said work in accordance with provisions of this Agreement.

3. Per Resident Rates. In exchange for the services provided by NHS pursuant to this Agreement, the County and the Cities shall pay an annual fee which is calculated based upon a rate of \$3.19 per resident. This annual fee shall be payable in equal monthly installments, which shall be made in accordance with Section 4. The annual fee for each calendar year of this Agreement shall be determined based upon actual population figures for the Parties reported by Sarpy County GIS as of September 30 of the preceding calendar year.

a. The monthly rates and population for January-December 2023 were as follows:

Jurisdiction	Calendar 2023 Actual Fees			
	Population ①	Rate	Annual Fees	Monthly Fees
Bellevue	64,819	\$ 3.19	\$ 206,773	\$ 17,231
Gretna	9,175	\$ 3.19	\$ 29,268	\$ 2,439
La Vista	16,913	\$ 3.19	\$ 53,952	\$ 4,496
Papillion	24,399	\$ 3.19	\$ 77,833	\$ 6,486
Springfield	1,516	\$ 3.19	\$ 4,836	\$ 403
Unincorporated	75,687	\$ 3.19	\$ 241,442	\$ 20,120
Subtotal - Sarpy County	192,509		\$ 614,104	\$ 51,175
Ralston	6,561	\$ 3.19	\$ 20,930	\$ 1,744
TOTALS	199,070		\$ 635,033	\$ 52,919

4. Method of Payments.
 - a. Monthly payments from the Cities to the County. The monthly rates charged to the Cities pursuant to Section 3 shall be paid to the County no later than the 10th day of each month.
 - b. Monthly payments to NHS. The County shall combine the rates due from the County and the rates paid by the Cities pursuant to Section 3 and remit said payments to NHS no later than the last day of the month.
 - c. In the event of non-payment from any entity, the County shall designate in its remission of payment which party(ies) payments are not included. If NHS has not received all amount due on or before the applicable due date and such amount remains unpaid for fourteen (14) days after notice of nonpayment from NHS to the applicable party, then NHS may suspend its services to the applicable party until the nonpayment has been cured.

5. Animal License Fees. Separate from the monthly fees identified in Section 3, NHS shall charge the residents of the County and the Cities the following license fees beginning January 1, 2024.
 - a. Dogs (altered): \$12.00
 - b. Dogs (unaltered): \$25.00
 - c. Late Fees (altered): \$10.00
 - d. Late Fees (unaltered): \$20.00
 - e. Senior Discount: Free if altered
 - f. Replacement Tags: \$6.00

Further, separate from the monthly fees identified in Section 3, NHS shall charge the residents of the Cities the following license fees beginning January 1, 2024.

- a. Cats (altered): \$12.00
- b. Cats (unaltered): \$25.00
- c. Late Fees (altered): \$10.00
- d. Late Fees (unaltered): \$20.00
- e. Senior Discount: Free if altered
- f. Replacement Tags: \$6.00

NHS shall be entitled to keep any license fees as further consideration under this Agreement.

6. Term. This Agreement shall be effective beginning January 1, 2024 and shall expire on December 31, 2026. Notwithstanding the foregoing, this Agreement shall automatically terminate in the event the Nebraska Legislature adopts a bill that limits the ability of NHS to perform its duties hereunder. This Agreement shall automatically renew for successive one (1) year periods, with monthly rates determined based upon the population of each entity as of January 1 of the given year as outlined in Section 3 above, unless notice is provided by one of the Parties to this Agreement at least sixty (60) days prior to the end of the then current term.
7. Workplace Discrimination. The Parties agree, pursuant to Neb. Rev. Stat. §73-102, to comply with Title VI of the Civil Rights Act of 1964 as amended and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101, *et seq.*, in that there shall be no discrimination against any person who is employed in the performance of this Agreement, or against any applicant for such employment, as a result of age, color, national origin, race, religion, creed, disability, or sex.
8. Hold Harmless. NHS agrees to indemnify and hold harmless the County and Cities, and their officers, employees, agents, and representatives, from all claims, suits, or actions of any kind and character made upon or brought against same for or on account of any injuries or damages received or sustained by any party by or from the acts or omissions of NHS or its agents, representatives, and subcontractors doing work under this Agreement. NHS further agrees to pay court costs and attorneys fees that may be incurred by the County or Cities in investigation and/or defending a claim, suit, or action as described in this section.
9. Financial Interest. Pursuant to Neb. Rev. Stat. §23-3113, the Parties affirm that no officer, member, or other employee of the County or Cities, nor member of their governing bodies or other public official of the County or Cities who exercise any function or responsibility in review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, has any financial interest, either direct or indirect, in this Agreement.
10. Independent Contractor. It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the parties. Any and all acts that either party or their personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The parties shall, except as provided in this Agreement, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither party nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. Except as provided for in Section 12 below, the parties shall not provide any insurance

coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

11. Residency Verification. NHS agrees to comply with the residency verification requirements of Neb. Rev. Stat. §§4-108 through 4-114. NHS 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 to verify the work eligibility status of a newly hired employee.
12. Insurance. NHS shall maintain Worker's Compensation Insurance in accordance with the Worker's Compensation laws of the State of Nebraska; Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 in the aggregate; Automobile Liability Insurance with a combined single limit coverage of \$1,000,000 for each accident; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. For the Commercial General Liability and Automobile Liability Insurance, the County and the Cities are to be named as additional insureds on the policies. In addition, all insurance coverages identified in this section shall be kept in force during the life of the Agreement, and if there is any event of cancellation or material change in any of the coverages, NHS shall notify the County and the Cities within thirty (30) days. NHS shall furnish proof of coverage if requested by either the County or the Cities.
13. Cooperation. The County and each City agree to cooperate in good faith with, provide reasonable assistance to, and respond to reasonable requests for information from NHS as necessary or appropriate for NHS to furnish the services hereunder. Without limiting the foregoing, the County and each City agree to furnish the services of its applicable law enforcement when necessary to aid in the enforcement of administration of the Applicable Laws and agrees to coordinate and respond to any requests from the public for records related to the services hereunder.
14. Notices. Any notice or other communication required or permitted hereunder shall be in writing. All such notices or communications shall be delivered personally; by certified mail, return receipt requested, postage prepaid; or by prepaid reputable overnight courier, and shall be deemed given (a) when delivered personally to the recipient, (b) one (1) business day after the date when sent to the recipient via overnight courier, or (c) three (3) business days after the date when mailed to the recipient via certified mail. All such notices are to be made to the parties at the following addresses:

County of Sarpy 1210 Golden Gate Drive	Nebraska Humane Society 8929 Fort Street
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Papillion, NE 68046 Attn: County Clerk	Omaha, NE 68134 Attn: President/CEO
City of Bellevue 1500 Wall Street Bellevue, NE 68005 Attn: City Clerk	City of Ralston 5500 S. 77 th Street Ralston, NE 68127 Attn: City Clerk
City of La Vista 8116 Park View Boulevard La Vista, NE 68128 Attn: City Clerk	City of Papillion 112 E. Third Street Papillion, NE 68046 Attn: City Clerk
City of Springfield 170 N. 3 rd Street P.O. Box 189 Springfield, NE 68059 Attn: City Clerk	City of Gretna 204 N. McKenna Avenue P.O. Box 69 Gretna, NE 68028 Attn: City Clerk

15. Miscellaneous. This Agreement embodies the complete agreement between the Parties with respect to the subject matter of this Agreement. No provision contained in this Agreement may be modified, amended, or waived except by written agreement signed by each Party to this Agreement. This Agreement shall be subject to and governed by the laws of the State of Nebraska. This Agreement may be executed in counterparts and may be executed and/or delivered by electronic means, all of which taken together shall constitute one and the same original instrument.

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

SARPY COUNTY, NEBRASKA,
A body politic and corporate.

ATTEST:

Sarpy County Clerk

Chairperson,
Sarpy County Board of Commissioners

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

NEBRASKA HUMANE SOCIETY,
A Non-Profit Organization.

President and CEO

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

CITY OF BELLEVUE, NEBRASKA,
A municipal Corporation and Nebraska
Political Subdivision.

ATTEST:

City Clerk

Mayor

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

CITY OF GRETNA, NEBRASKA,
A municipal Corporation and Nebraska
Political Subdivision.

ATTEST:

City Clerk

Mayor

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

CITY OF La Vista, NEBRASKA,
A municipal Corporation and Nebraska
Political Subdivision.

ATTEST:

City Clerk

Mayor

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

CITY OF PAPILLION, NEBRASKA,
A municipal Corporation and Nebraska
Political Subdivision.

ATTEST:

City Clerk

Mayor

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

CITY OF RALSTON, NEBRASKA,
A municipal Corporation and Nebraska
Political Subdivision.

ATTEST:

City Clerk

Mayor

IN WITNESS THEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals the ____ day of _____, 2023.

CITY OF SPRINGFIELD, NEBRASKA,
A municipal Corporation and Nebraska
Political Subdivision.

ATTEST:

City Clerk

Mayor

AGREEMENT

THIS AGREEMENT is made by and between the County of Sarpy (“County”); Nebraska Humane Society (“NHS”); and the cities of Bellevue, Gretna, La Vista, Papillion, Springfield, and Ralston, Nebraska (collectively “the Cities”).

WHEREAS, the County and NHS previously entered into an agreement concerning animal control services;

WHEREAS, the County previously entered into separate interlocal agreements with the Cities; and

WHEREAS, this Agreement supersedes the previous agreements entered into between the County and NHS and the County and the Cities.

NOW, THEREFORE, in consideration of the following mutual agreements, the Parties agree as follows:

1. NHS services. NHS shall provide the following animal control services to the County (including the Offutt Air Force Base Capehart Housing Area, pursuant to a separate contractual relationship) and the Cities, in a manner that complies with applicable statutes, ordinances, and regulations and NHS policies and procedures:
 - a. Stray animal: pick-up, housing, and return to owner.
 - b. Animal License: production, tracking, and compliance enforcement.
 - c. Animal cruelty investigation.
 - d. Ordinance violation enforcement.
 - e. Deceased animal pick-up on private and/or public property.
 - f. Removal of animals killed on roadways.
 - g. Wildlife: pick-up of caged wildlife and capture of wildlife endangering citizens or public safety.
 - h. Disaster preparedness.
 - i. Law enforcement assistance.
 - j. Emergency response after midnight.
 - k. Animal rescue.
 - l. Rabies (animal bites): tracking and quarantine of animals.
 - m. Dangerous animal capture and containment.
 - n. Loose livestock capture (not on owner’s property).
 - o. Emergency response.
 - p. Animal euthanasia.
 - q. Pet shop inspections.
 - r. Cattery inspections.
 - s. Animal attraction inspections.
 - t. Animal lost and found.
 - u. Assist and serve as a member on animal control committees, such as the “City Problem Resolution Team.”

2. Supplies. NHS shall furnish all tools, labor, supplies, equipment, and materials to perform said work in accordance with provisions of this Agreement.
3. Per resident rates. In exchange for the services provided by NHS pursuant to this Agreement, the County and the Cities shall pay a monthly fee which is calculated based upon a rate of \$3.19 per resident. Monthly payments shall be made in accordance with Section 7. The number of residents in each jurisdiction is based upon 2020 Census data. The monthly rates for 2023 include a 1% population increase from the 2020 Census data to account for annexations that have taken place through December 31, 2021.
 - a. The monthly rates for April-December 2022 are as follows:
 - i. Bellevue: \$17,060
 - ii. Gretna: \$2,415
 - iii. La Vista: \$4,452
 - iv. Papillion: \$6,422
 - v. Springfield: \$399
 - vi. Ralston: \$1,726
 - vii. Sarpy County (unincorporated): \$19,921
 - b. The monthly rates for January-December 2023 are as follows:
 - i. Bellevue: \$17,231
 - ii. Gretna: \$2,439
 - iii. La Vista: \$4,496
 - iv. Papillion: \$6,486
 - v. Springfield: \$403
 - vi. Ralston: \$1,744
 - vii. Sarpy County (unincorporated): \$20,120
4. One-time payment resident fee (Cities). In consideration of the per resident rate of \$3.015 collected between January 1, 2022 and March 31, 2022, and the resident rate of \$3.19 established pursuant to this Agreement, the cities of Bellevue, Gretna, La Vista, and Papillion agree to make the following one-time payment to the County within 30 days after the execution of this agreement:
 - a. Bellevue: \$10,822
 - b. Gretna: \$3,432
 - c. La Vista: \$413
 - d. Papillion: \$1,260

The one-time resident fee payment is not required for Ralston or Springfield.

5. One-time payment, resident fee (County). In consideration of the per resident rate of \$3.015 collected between January 1, 2022 and March 1, 2022, and the resident rate of \$3.19 established pursuant to this Agreement, the County agrees to make a one-time payment of \$490 to NHS within 30 days after the execution of this Agreement.
6. One-time payment, population (County). During the contract years of 2020-2021, the County made per resident payments to NHS. The population calculation for those payments was unintentionally understated by 7,273 residents, which resulted in an underpayment of \$21,928. Accordingly, The County agrees to pay NHS a one-time payment of \$21,928 within 30 days after execution of this agreement.
7. Method of payments.
 - a. Payment from the Cities to the County. The monthly rates charged to the Cities pursuant to Section 3 shall be paid to the County no later than the 10th day of each month.
 - b. Monthly payment to NHS. The County shall collect the rates due from the County, and the rates paid by the Cities pursuant to Section 3, and remit said payments to NHS by the last day of the month.
 - c. One-time payment to NHS. The County shall collect the one-time payments due from the Cities pursuant to Section 4 and remit said payments to NHS within 45 days after execution of this Agreement.
 - d. In the event of any non-payment, the County shall designate in its remission which party(ies) payments are not included. If NHS has not received all amounts due on or before the applicable due date and such amount remains unpaid for fourteen (14) days after notice of nonpayment from NHS to the applicable party, then NHS may suspend its services until the nonpayment has been cured.
8. Animal license fees. Separate from the monthly fees identified in Section 3, NHS shall charge the residents of the County and the Cities the following license fees beginning January 1, 2023, provided that NHS shall be entitled to keep any license fees collected as further consideration under this Agreement:
 - a. Dogs (altered): \$12.00
 - b. Dogs (unaltered): \$25.00
 - c. Cats (altered): \$12.00
 - d. Cats (unaltered): \$25.00
 - e. Late Fees (altered): \$10.00
 - f. Late fees (unaltered): \$20.00
 - g. Senior Discount: free if altered
 - h. Replacement tags: \$6.00

9. Term. This Agreement shall be effective from the date of full execution of the Parties and expire on December 31, 2023. Notwithstanding the foregoing, this Agreement shall automatically terminate in the event the Nebraska Legislature adopts a bill that limits the ability of NHS to perform its duties hereunder.
10. Workplace discrimination. The Parties agree to, pursuant to Neb. Rev. Stat. § 73-102, comply with Title VI of the Civil Rights Act of 1964 as amended and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq.; in that there shall be no discrimination against any person who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
11. Hold harmless. NHS agrees to indemnify and hold harmless the County and Cities, and their officers, employees, agents, and representatives, from all claims, suits or actions of every kind and character made upon or brought against same for or on account of any injuries or damages received or sustained by any party by or from the acts or omissions of NHS or its agents, representatives, and subcontractors doing work under this Agreement. NHS further agrees to pay court costs and attorney fees that may be incurred by the County or Cities in investigation and/or defending a claim, suit, or action as described in this section.
12. Financial interest. Pursuant to Neb. Rev Stat. § 23-3113, the Parties affirm that no officer, member, or other employee of County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, has any financial interest, either direct or indirect, in this Agreement.
13. Independent contractor. NHS is an independent contractor and shall be responsible for all required reporting of income and payment of taxes required by any Federal, State, or local statutes including. Each party shall be responsible for its own negligence and the negligence of its employees or agents.
14. Residency verification. NHS agrees to comply with the residency verification requirements of Neb. Rev. Stat. §§ 4-108 through 4-114. NHS 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 verify the work eligibility status of a newly hired employee.

15. Insurance. NHS shall maintain Worker’s Compensation Insurance in accordance with the Worker’s Compensation laws of the State of Nebraska; Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 if aggregate; Automobile Liability Insurance with a combined single limit coverage of \$1,000,000 for each accident; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 if aggregate. For the Commercial General Liability and Automobile Liability Insurance, the County and the Cities is to be named as an additional insured on the insurance coverage identified in this section. In addition, the insurance coverage identified in this section shall be kept in force during the life of the Agreement, and if there is any event of cancellation or material change in any of the insurance coverage, then NHS shall notify the County within thirty (30) days. NHS shall furnish proof of insurance coverage, if requested by the County or the Cities.
16. Cooperation. The County and each City agree to cooperate in good faith with, provide reasonable assistance to, and respond to reasonable requests for information from NHS as necessary or appropriate for NHS to furnish the services hereunder. Without limiting the foregoing, the County and each City agree to furnish the services of its applicable law department and police department when necessary to aid in the enforcement of administration of the applicable ordinances and regulations and agrees to coordinate and respond to any requests from the public for records related to the services hereunder.
17. Notices. Any notice or other communication required or permitted hereunder (each, a "notice"), shall be in writing. All such notices shall be delivered personally, by certified mail, return receipt requested, postage prepaid, or by reputable overnight courier (costs prepaid), and shall be deemed given (a) when delivered personally to the recipient, (b) one (1) business day after the date when sent to the recipient by reputable overnight courier service (costs prepaid), or (c) three (3) business days after the date when mailed to the recipient by certified mail, return receipt requested, postage prepaid. All such notices are to be made to the parties at the following addresses (or to such other address as any party may designate by a notice given in accordance with the provisions of this section):

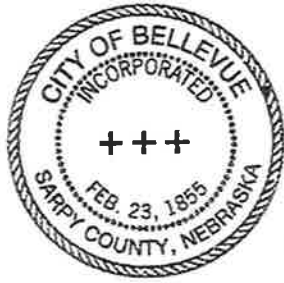
County of Sarpy 1210 Golden Gate Drive Papillion, NE 68005 Attn: County Clerk	Nebraska Humane Society 8929 Fort Street Omaha, NE 68134 Attn: President/CEO
City of Bellevue 1500 Wall Street Bellevue, NE 68005 Attn: City Clerk	City of Gretna 204 N. McKenna Avenue P.O. Box 69 Gretna, NE 68028 Attn: City Clerk

City of La Vista 8116 Park View Blvd. La Vista, NE 68128 Attn: City Clerk	City of Papillion 122 E. Third Street Papillion, NE 68046 Attn: City Clerk
City of Springfield 170 N. 3 rd Street P.O. Box 189 Springfield, NE 68059 Attn: City Clerk	City of Ralston 5500 S. 77 th Street Ralston, NE 68127 Attn: City Clerk

Miscellaneous. This Agreement embodies the complete agreement between the parties with respect to the subject matter of this Agreement. No provision contained in this Agreement may be modified, amended or waived except by written agreement signed by each party to this Agreement. This Agreement shall be subject to and governed by the laws of the State of Nebraska. This Agreement may be executed in counterparts and may be executed and/or delivered by electronic means, all of which taken together shall constitute one and the same original instrument.

[Signature pages to follow]

DATED this 15th day of March, 2022.



CITY OF BELLEVUE, NEBRASKA
A municipal corporation and Nebraska Political
Subdivision

BY: Paul Cook
~~Mayor~~ Council President
Date: 3-15-2022

Attest:


Susan Klutke
City Clerk

Approved as to Form:

A. Bruce Kellin
City Attorney

DATED this 15 day of March, 2022.

CITY OF GRETNA, NEBRASKA
A municipal corporation and Nebraska Political
Subdivision

By: 
Michael D. Evans, Mayor

ATTEST:


City Clerk

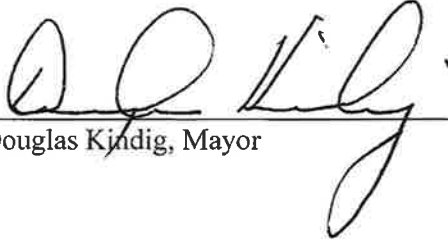


DATED this 15th day of March, 2022.

CITY OF LA VISTA, NEBRASKA
A municipal corporation and
Nebraska Political Subdivision



By:


Douglas Kindig, Mayor

ATTEST:



Pam Buethe, City Clerk

CITY SEAL

DATED this 15th day of MARCH, 2022.

ATTEST:

CITY OF PAPILLION, a Nebraska
Municipal Corporation and
Political Subdivison

Amber Powers
Nicole L. Brown, City Clerk
Amber Powers, Deputy City Clerk

By: [Signature]
David P. Black, Mayor

CITY SEAL



Dated this 5th day of April, 2022

CITY OF SPRINGFIELD, NEBRASKA

By: Robert Roseland
Robert Roseland, Mayor

ATTEST:

Kathleen R. Gottsch
Kathleen Gottsch, City Clerk

CITY SEAL



RESOLUTION
2022-14

Agreement between the Nebraska Humane Society (NHS), Sarpy County, and the Cities of Bellevue, Gretna, La Vista, Papillion, Ralston, and Springfield, Nebraska Concerning Animal Control Services

BE IT RESOLVED by the Mayor and City Council of the City of Springfield, Nebraska, as follows:

WHEREAS, the City of Springfield, Nebraska, a Municipal Corporation, along with Sarpy County and the Cities of Bellevue, Gretna, La Vista, Papillion, and Ralston, desire to enter into a joint agreement with the Nebraska Humane Society for animal control services; and

WHEREAS, all parties desire to streamline and simplify the agreement; and

WHEREAS, entering into such an agreement is in the best interests of the citizens of Springfield.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Springfield, Nebraska that the agreement with the Nebraska Humane Society, Sarpy County and Cities of Bellevue, Gretna, La Vista, Papillion, and Ralston, a copy of which is attached hereto as Exhibit "A," is hereby approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Governing Body of the City of Springfield, Nebraska that the Mayor is authorized to enter into said agreement.

Introduced and Passed this 5th day of April, 2022.

City Council Member Murtha moved the adoption of said resolution.
City Council Member Neitzel seconded the motion.

Record of Vote:

Ayes: Neitzel, Herzog, Murtha
Nays: NONE
Abstain: NONE
Absent: CRANEY

Resolution adopted, signed and billed as adopted.

Approved:

[Signature]
Mayor

SEAL



Attest:

[Signature]
City Clerk

DATED this 5th day of April, 2022.




CITY OF RALSTON, NEBRASKA
A municipal corporation and
Nebraska Political Subdivision


Donald A. Groesser, Mayor

ATTEST:

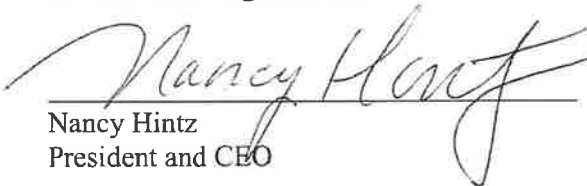

Maura Kelly, City Clerk

Approved as to form:


Donald F. Ficene, City Attorney

Dated this 7th day of April, 2022.

NEBRASKA HUMANE SOCIETY
A Non-Profit Organization



Nancy Hintz
President and CEO

DATED this 15th day of March, 2022.

SARPY COUNTY, NEBRASKA
A Nebraska Political Subdivision



David R. Kelly
Chairperson, Board of Commissioners

Attest:

Renee Lunsman
Sarpy County Clerk Chief Deputy

Approved as to form:

R. Hoop
Sarpy County Attorney

Sarpy County & Cities & Ralston

Animal Control Extension
January 1, 2022 to December 31, 2023

Key Provisions

- For the fees paid by cities and Sarpy County:
 - Per resident rate increased from \$3.015 to \$3.19, retroactive to 1/1/2022, a 5.8% increase. No increase 1/1/2023.
 - Population figures updated to 2020 census data using current boundaries. Assumes 1% increase on 1/1/2023.

- License fees paid by pet owners
 - These fees haven't changed in many years
 - Goal is to have consistent, county-wide rates
 - Cities to enact increases, effective January 1, 2023
 - All fees are considerably lower than Omaha.

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Sarpy County & Cities & Ralston

Animal Control Extension
January 1, 2022 to December 31, 2023

Jurisdiction	Current Monthly Pmt (thru March 2022)	One-Time Pmt April 2022	Monthly Pmt April - Dec 2022	Monthly Pmt Jan - Dec 2023
BelleVue	\$ 13,453	\$ 10,822	\$ 17,060	\$ 17,231
Gretna	\$ 1,271	\$ 3,432	\$ 2,415	\$ 2,439
La Vista	\$ 4,314	\$ 413	\$ 4,452	\$ 4,496
Papillion	\$ 6,002	\$ 1,260	\$ 6,422	\$ 6,486
Springfield	\$ 408	\$ -	\$ 399	\$ 403
Unincorporated	\$ 19,758	\$ 490	\$ 19,921	\$ 20,120
Subtotal - Sarpy County	\$ 45,206	\$ 16,417	\$ 50,669	\$ 51,176
Ralston	\$ 1,827	\$ -	\$ 1,726	\$ 1,744
TOTALS	\$ 47,033	\$ 16,417	\$ 52,395	\$ 52,919

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Sarpy County & Cities & Ralston

Animal Control Extension
January 1, 2022 to December 31, 2023

Jurisdiction	LICENSE FEES								Senior Discount	Replacement Tags
	Dogs		Cats		Late Fees		Free if Altered			
	Altered	Unaltered	Altered	Unaltered	Altered	Unaltered				
Bellevue	\$ 6.25	\$ 16.25	\$ 6.25	\$ 16.25	\$ 5.00	\$ 15.00	Free if Altered		\$ 0.50	
Gretna	\$ 6.25	\$ 16.25	\$ 6.25	\$ 16.25	\$ 5.00	\$ 15.00	No		\$ 2.00	
La Vista	\$ 6.25	\$ 16.25	\$ 6.25	\$ 16.25	\$ 5.00	\$ 15.00	Free if Altered		\$ 2.00	
Papillon	\$ 6.25	\$ 16.25	\$ 6.25	\$ 16.25	\$ 5.00	\$ 15.00	Free if Altered		\$ 2.00	
Springfield	\$ 6.25	\$ 16.25	\$ 6.25	\$ 16.25	\$ 5.00	\$ 15.00	Free if Altered		\$ 1.00	
Unincorporated	\$ 11.75	\$ 15.75	\$ -	\$ -	\$ 9.50	\$ 5.50	Free if Altered		\$ 5.00	
Ralston	\$ 6.25	\$ 16.25	\$ 6.25	\$ 16.25	\$ 5.00	\$ 15.00	No		\$ 2.00	
RECOMMENDATION	\$ 12.00	\$ 25.00	\$ 12.00	\$ 25.00	\$ 10.00	\$ 20.00	Free if Altered		\$ 6.00	
Omaha Rates	\$ 27.25	\$ 52.25	\$ 14.25	\$ 52.25	\$13 to \$26	\$ 50.00	No		\$ 10.00	

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Sarpy County & Cities & Ralston

Animal Control Extension
January 1, 2022 to December 31, 2023

Services Provided

- a. Stray animal: pick-up, housing, and return to owner.
- b. Animal License: production, tracking, and compliance enforcement.
- c. Animal cruelty investigation.
- d. Ordinance violation enforcement.
- e. Deceased animal pick-up on private and/or public property.
- f. Removal of animals killed on roadways.
- g. Wildlife: pick-up of caged wildlife and capture of wildlife endangering citizens or public safety.
- h. Disaster preparedness.
- i. Law enforcement assistance.
- j. Emergency response after midnight.
- k. Animal rescue.
- l. Rabies (animal bites): tracking and quarantine of animals.
- m. Dangerous animal capture and containment.
- n. Loose livestock capture (not on owner's property).
- o. Emergency response.
- p. Animal euthanasia.
- q. Pet shop inspections.
- r. Animal attraction inspections.
- s. Animal lost and found.
- t. Assist and serve as a member on animal control committees, as needed

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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 2023		SUBMITTED BY: Dave Goedeken-PW/ Jim Shada-Parks	
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:

New Playground Equipment for Aspen Park

SYNOPSIS/BACKGROUND:

Proposals from Creative Sites, LLC and Cunningham Recreation were received by the City. The proposals were reviewed and our recommendation we selected Creative Sites, LLC for the new equipment. The current playground equipment was inspected by our Certified Playground Inspectors and was declared unsafe to use. The equipment was scheduled to be replaced in 2025. We decided we did not want to leave the park without a playground. After evaluating our options for the playground, that Creative Sites offers a quality design and layout.

FISCAL IMPACT?: \$79,638.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Creative Sites, LLC INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: New Playground Equipment for Aspen Park

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: New Playground Equipment for Aspen Park

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

CIP PROJECT NAME: CIP PROJECT NAME:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): CIPPK24(02)

ACCOUNTING DISTRIBUTION CODE: CIPPK24(02) ACCOUNT NUMBER: 10-11-7040

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement between the City of Bellevue and Creative Sites, LLC not to exceed \$79,638.00 for the New Playground equipment for Aspen Park Playground.

ATTACHMENTS:

1. Contract 2. Bids 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





City of Bellevue
Office of the Public Works Department
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

TO: Dave Goedecken
Public Works Director

FROM: Jim Shada

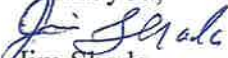
SUBJECT: New Playground-Aspen Park

The current Aspen Park Play structure became unsafe and after a detailed inspection by our Certified Playground Inspectors declared it was unsafe to use. This structure was scheduled for replacement in 2025. However, we decided that we should not leave the park without a playground for that long, so we received approval from the public works director to seek two (2) bids to install a new playground in 2024.

We sent out Design Bid Proposals for a new playground at Aspen Park. We received these two proposals back and after reviewing the proposals, it is our recommendation to select Creative Sites. Creative Sites offers a quality design and a user capacity of 146 5–12-year-olds.

Design Build Bids – Aspen Park

- | | |
|--------------------------|-------------|
| 1. Creative Sites | \$79,638.00 |
| 2. Cunningham Recreation | \$79,587.81 |

Thank you,

Jim Shada



Creative Sites, LLC

11 504 Pierna Dr | Omaha, NE 68144 | 402.617-4606

Proposal 905-177797-1 | 12/2/2023

OUR MISSION IS TO BRING
PLAY THAT MOVES YOU.
TO COMMUNITIES AROUND
THE WORLD



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

November 30, 2023

The City of Bellevue is taking Design Bid Proposals for Aspen Park Playground Structure. The total cost of the project will be \$80,000.00. This will include the installation of Playground Structure for ages 5-12 years old. (Removal of old equipment and site preparation along with the installation of the boarder and wood chips will be done by the Parks Department.) Aspen Park is located at 52nd & Aspen Dr.

Please submit your Bid Proposal by December 7, 2023.

If you have any questions, feel free to contact Jim Shada at (402) 293-3122 or (402) 293-3142. Or email ishada@bellevue.net.

Submit your Bid Proposal to:
City of Bellevue
Jim Shada
Parks & Recreation Departments
1500 Wall Street
Bellevue, NE 68005

Cordially,

Jim Shada
Parks & Recreation Departments
City of Bellevue



We Influence The World!

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

November 30, 2023

To: Dave Goedeken
Public Works Director

From: Jim Shada 
Deputy Director
Parks & Recreation


Subject: Aspen Park Bid Proposal

Dear Dave;

I would like your permission to seek design bid proposals for Aspen Park playground located at 52nd and Aspen Dr.

Thank you,

Jim Shada


11/20/23

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 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:

Replace restroom building at Washington Park

SYNOPSIS/BACKGROUND:

GP Architecture, LLC to prepare a design/professional service for Architectural work, Structural design assistance, mechanical/electrical design, Topographic survey and civil engineering for the Washington Park restroom building design.

FISCAL IMPACT: \$38,400.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: GP Architecture, LLC	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: Replace restroom bldg Washington Park	CIP PROJECT NAME: CIPBM24(2)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve the Architectural work for Washington Parks restroom building.

ATTACHMENTS:

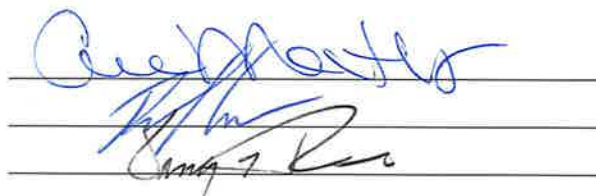
- | | | |
|------------------|----|----|
| 1. Scope of work | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



December 6, 2023

Mr. John Krager, PE
City of Bellevue
Public Works Department
1510 Walls Street
Bellevue, NE 68005

Re: Washington Park
New Toilet Facility
East 19th Avenue and Washington Street
Bellevue, NE

Dear Mr. Krager:

We are pleased to have the opportunity to present a proposal to you for professional services for the proposed construction of a new toilet facility that would replace an existing toilet facility at Washington Park in Bellevue. The proposed toilet facility would be similar in design (with modifications) of some previously constructed toilet facilities that have been associated with the new splash pads that the City of Bellevue has recently constructed at several locations in the City. This facility would have a slight difference from the other similar buildings with the inclusion of a small shelter roof built into the structure to reflect an existing sheltered area currently found at the existing park toilet.

The toilet facility at Washington Park will be a replacement facility that would replace a smaller existing toilet facility at the park. The existing building would be removed to accommodate the new toilet facility and would tie into existing site utilities that currently serve the site.

Based on our initial discussions of the proposed facilities, we have prepared a design/professional service fee estimate which is described in this proposal. The respective fee proposal includes the following anticipated scope of work that would be included in the project:

Architectural Work:

- Completion of a pre-design meeting with City representatives to review scope of work to be included in the project.
- Design of the new toilet facility and completion of floor plans, ceiling plans, elevations and other miscellaneous details that would be associated with the project. Also includes the design of the covered shelter area that would be attached to the new toilet building.
- Coordination of implementation of building access control with City representatives.
- Coordination of design and bidding documents with other design professionals involved in the project.
- Provide Opinion of Probable Costs at 60-75% completion.
- Coordination of plan distribution, receipt of bids and contract preparation for the planned construction work.
- Coordination with the City staff and with selected contractor/subcontractors through construction period.
- Response to questions from Contractor and associated subcontractors through the course of the project
- Review of architectural related shop drawings
- Coordination of project closeout with the Owner and Contractor.
- Periodic site visits to the site to review progress of the construction per State licensing requirements.

- Periodic coordination meetings with the City staff and the selected Contractor.

Structural:

- Design assistance for all structural components of the proposed building structure. Structural plans will be provided on the Architectural sheets.
- Review of structural related shop drawings for the project involving the footing/foundation design as designed by the Structural Engineer.
- Respond to structural questions from Contractor and associated subcontractors during the bidding and construction periods of the project.

Geotechnical Engineering/Special Inspections

- With the existing building(s) on the site, we are not anticipating the need for any soil investigation work/soil borings for the project. It is recommended that the excavations for footing be observed by a geotechnical engineer/special inspector prior to placement of footings to verify adequate soil conditions and soil bearing capacities. See below for special inspections.
- Special Inspections will be required on this project by local officials as required by the International Building Code. Special inspection work would generally be limited to review of excavations for footings, as well as placement of any reinforcing steel. The Contractor shall be responsible for coordinating the services of the special inspector for that required inspection work. We would assist you in the selection of a special inspector for the project. The Code also recommends that these inspection services be paid for independently by the Owner to avoid conflict of interests. Since the frequency of potential inspections are not known at this time, any special inspection costs are not included in this proposal and will be billed as an additional service based on the actual work completed by the third-party inspectors.

Mechanical/Electrical Design

- Mechanical Design: New mechanical work will include the provision of ventilation/exhausting of the individual toilet rooms. With the limited seasonal use of the facilities, there will be no heating and cooling provided for the building.
- Plumbing: Plumbing design will include all interior plumbing systems to accommodate the new plumbing fixtures incorporated into the building. The plumbing design will take all interior utilities out to five feet outside the building where the Civil Engineering work will pick up those utilities. Plumbing systems will be designed to be able to be drained down and shut off during winter months.
- Electrical: Electrical design will include all interior electrical work within the building including lighting, convenience power, and connections of any equipment provided for the building.
- Exterior Lighting: Design work will include exterior security lighting around the building. There is existing site lighting in adjacent parking areas which will not be modified for this project.

Civil:

- Survey: A topographic survey will be completed at the general area where the new toilet room building will be situated. The survey work will also include location of existing property lines, adjacent site utilities and other significant features found in the projected area of work.
- Grading/Erosion Control Plan: Plans will be completed for any required grading and minor erosion control work on the proposed building area for placement of the building and any improvements. The civil engineer is anticipating that the proposed work will not disturb more than one acre, and therefore is not anticipating the preparation of any Storm Water Pollution Prevention Plan (SWPPP), a SWPPP narrative or a NPDES Permit.
- Site Layout Plan: Preparation of design/construction documents that would include any site improvements such as sidewalks, paving and other pertinent project details.

- Site Utility Plan: Preparation of construction documents for incorporating public utilities into the site to tie into the new building structure. The existing utilities that currently serve the site will be reutilized and the new building systems will tie into the existing utilities with the appropriate modifications. The general locations of the existing utilities will be located by the site survey that will be completed. Actual field verification of the exact location of those existing utilities will need to be completed by the selected contractor.
- Post Construction Storm Water Management Plan (PCSMP): The civil engineer is anticipating that the project will not be disturbing more than 5,000 square feet, therefore is not planning on the preparation of a PCSMP for the project.
- Landscaping Plan: Provision of a landscaping plan to meet the minimum requirements of the City of Bellevue for permitting purposes.
- Review of civil related shop drawings and responses to civil related RFI's are included in the proposed civil fees.

Exclusions: The following items are excluded from this scope of the project:

- Rendered presentation drawings.
- Owner initiated Change Orders review and cost checking
- Re-design to accommodate Owner or Contractor initiated change orders.
- Utility fees (gas, water, sewer, etc...).
- Printing costs for final plans and specifications for distribution to jurisdictions and contractors.
- Building permit fees and code jurisdiction fees.
- Special Inspections or testing as required or as deemed necessary by local code jurisdictions.
- Site Visits by structural, mechanical, electrical and civil engineers. Site visits required by those specific professionals would be billed as additional services based on hourly basis.

All work included in this proposal will be completed by professionals registered in the State of Nebraska.

Based on these assumption and discussions, we are proposing anticipated fees to complete the work included in this project for fees as follows:

Architectural:

○ Architectural Plan Preparation/Project Coordination:	\$ 15,000.00
Structural Engineering:	\$ 1,000.00
M/E/P Engineering:	\$ 9,000.00
Topographic Survey:	\$ 2,500.00
Civil Engineering:	<u>\$ 10,900.00</u>

Total Overall Estimated Fee (Not to Exceed):	\$ 38,400.00
--	--------------

It is anticipated that the building at Washington Park will be a general duplication of based on what will be occurring at Stonecroft Park, which is included in a separate proposal and will likely be constructed concurrently to the planned facility at Washington Park. With the same basic features and design (with some minor modifications) that will be completed at the Stonecroft Park location, the architectural base design will be completed for the Stonecroft Park project. That base design will then be modified for the Washington Park facility with the incorporation of the roof shelter extension. This duplication of the main building does provide some economies for the project on some of the professional fees, which is reflected above in some of the professional design fees.

Please review this information and feel free to contact me to discuss anything in this proposal or if you should need any clarification on the information included in the proposal. If this proposal is acceptable, we will prepare an AIA based contract from this proposal for use on the project. We thank you for the

opportunity to present a proposal for professional services and we are looking forward to working with you on this project!

Sincerely,

GP ARCHITECTURE, LLC



Ralph E. Gladbach, AIA, CSI
Architect/Principal

Accepted:

By: _____

Title _____

Date: _____

ATTACHMENT “A”

Should additional work be required beyond the scope of work anticipated and spelled out in the basic proposal as noted, additional professional work will be performed on the standard hourly rates noted below, or negotiated to a fixed fee as agreed to by the respective parties.

Hourly Rates:

Architectural

Principal	\$160.00/hour
Project Architect	\$130.00/hour
Architect I	\$110.00/hour
Technician	\$100.00/hour
Administrative/Support	\$ 80.00/hour

Structural Engineering

Principal	\$180.00/hour
Senior Licensed Engineer	\$145.00/hour
Licensed Engineer II	\$130.00/hour
Licensed Engineer I	\$100.00/hour
Clerical	\$100.00/hour

Mechanical/Electrical/Plumbing (MEP) Engineering

Principal	\$190.00/hour
Sr./Professional Engineer/Associate	\$175.00/hour
Engineer/Sr. Designer/Sr. Construction Administrator	\$155.00/hour
Intern Engineer/Designer/Construction Administrator	\$135.00/hour
Senior Technician	\$115.00/hour
Engineering Technician	\$100.00/hour
Sr. Administrative/Sr. Support Staff/Accounting	\$155.00/hour
Administrative/Support Staff	\$ 80.00 /hour

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 2023		SUBMITTED BY: David 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:

New restroom stonecroft park.

SYNOPSIS/BACKGROUND:

GP Architecture, LLC to design new facility. Architectural plan preparation/project coordination, structural engineering, mechanical/electrical engineering topographic survey, geotechnical exploration, civil engineering for the new restroom at stonecroft park.

FISCAL IMPACT?: \$50,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: GP Architecture, LLC 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: New Restroom Stonecroft Park CIP PROJECT NAME: CIPPK23(2)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Architectural work for new restroom facility at stonecroft park.

ATTACHMENTS:

1. **Scope of Service**
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

December 8, 2023 (Revised)

Mr. John Krager, PE
City of Bellevue
Public Works Department
1510 Walls Street
Bellevue, NE 68005

Re: Stonecroft Park
New Toilet Facility
25th Street and Lynnwood Drive
Bellevue, NE

Dear Mr. Krager:

We are pleased to have the opportunity to present a proposal to you for professional services for the proposed construction of a new toilet facility that would service Stonecroft Park at the intersection of 25th Street and Lynnwood Drive in Bellevue. The proposed toilet facility would be similar in design (with modifications) of some previously constructed toilet facilities that have been associated with the new splash pads that the City of Bellevue has recently constructed at several locations in the City. Associated with the construction of the new buildings would include new utilities that would be required to be incorporated into the site to accommodate the new toilet facility.

The toilet facility at Stonecroft Park will be a new ground-up construction with an exact location of the building to be determined. We will have additional communications with the City staff on determining final location of the proposed building.

Based on our initial discussions of the proposed facilities, we have prepared a design/professional service fee estimate which is described in this proposal. The respective fee proposal includes the following anticipated scope of work that would be included in the project:

Architectural Work:

- Completion of a pre-design meeting with City representatives to review scope of work of the project.
- Design of the new toilet facility and completion of floor plans, ceiling plans, elevations and other miscellaneous details that would be associated with the project.
- Coordination of implementation of building access control with City representatives.
- Coordination of design and bidding documents with other design professionals involved in the project.
- Provide Opinion of Probable Costs at 60-75% completion.
- Coordination of plan distribution, receipt of bids, and contract preparation for the planned construction work.
- Coordination with the City staff and with selected contractor/subcontractors through construction period.
- Response to questions from Contractor and associated subcontractors through the course of the project
- Review of architectural related shop drawings
- Coordination of project closeout with the Owner and Contractor.
- Periodic site visits to the site to review progress of the construction per State licensing requirements.
- Periodic coordination meetings with the City staff and the selected Contractor.

Structural:

- Design assistance for all structural components of the proposed building structure. Structural plans will be provided on the Architectural sheets.
- Review of structural related shop drawings for the project involving the footing/foundation design as designed by the Structural Engineer.
- Respond to structural questions from Contractor and associated subcontractors during the bidding and construction periods of the project.

Geotechnical Engineering/Special Inspections

- It is proposed that a geotechnical soil boring be completed at the proposed location of the proposed structure to determine soil bearing capacities and any potential poor underlying soil conditions.
- Special Inspections will be required on this project by local officials as required by the International Building Code. Special inspection work would generally be limited to review of excavations for footings, as well as placement of any reinforcing steel. The Contractor shall be responsible for coordinating the services of the special inspector for that required inspection work, but we would assist in the coordination of obtaining the services of the special inspection agency. The Code also recommends that these inspection services be paid for independently by the Owner to avoid conflict of interests. Since the frequency of potential inspections are not known at this time, any special inspection costs are not included in this proposal and will be billed as an additional service based on the actual work completed by the third-party inspectors.

Mechanical/Electrical Design

- Mechanical Design: New mechanical work will include the provision of ventilation/exhausting of the individual toilet rooms. With the limited seasonal use of the facilities, there will be no heating and cooling provided for the building.
- Plumbing: Plumbing design will include all interior plumbing systems to accommodate the new plumbing fixtures incorporated into the building. The plumbing design will take all interior utilities out to five feet outside the building where the Civil Engineering work will pick up those utilities. Plumbing systems will be designed to be able to be drained down and shut off during winter months.
- Electrical: Electrical design will include all interior electrical work within the building including lighting, convenience power, and connections of any equipment provided for the building.
- Exterior Lighting: Design work will include exterior security lighting around the building. There is existing site lighting in adjacent parking areas which will not be modified for this project.

Civil:

- Survey: A topographic survey will be completed at the general area(s) where the new toilet room building will be situated. The survey work will also include location of existing property lines, adjacent site utilities and other significant features found in the projected area of work.
- Grading/Erosion Control Plan: Plans will be completed for any required grading and minor erosion control work on the proposed building area for placement of the building and any improvements. The civil engineer is anticipating that the proposed work will not disturb more than one acre, and therefore is not anticipating the preparation of any Storm Water Pollution Prevention Plan (SWPPP), a SWPPP narrative or a NPDES Permit.
- Site Layout Plan: Preparation of design/construction documents that would include any site improvements such as sidewalks, paving and other pertinent project details.
- Site Utility Plan: Preparation of construction documents for incorporating public utilities into the site to tie into the new building structure. The site utility plan will also include the likely provision of a sewage ejector system to pump waste into the public sewer system since the

building pad area is located below the closest public sewer main. Final determination of locations of the respective systems will be coordinate with the Architect and the City during the design process.

- Post Construction Storm Water Management Plan (PCSMP): The civil engineer is anticipating that the project will not be disturbing more than 5,000 square feet, therefore is not planning on the preparation of a PCSMP for the project.
- Landscaping Plan: Provision of a landscaping plan to meet the minimum requirements of the City of Bellevue for permitting purposes.
- Review of civil related shop drawings and responses to civil related RFI's are included in the proposed civil fees.

Exclusions: The following items are excluded from this scope of the project:

- Rendered presentation drawings.
- Owner initiated Change Orders review and cost checking
- Re-design to accommodate Owner or Contractor initiated change orders.
- Utility fees (gas, water, sewer, etc...).
- Printing costs for final plans and specifications for distribution to jurisdictions and contractors.
- Building permit fees and code jurisdiction fees.
- Special Inspections or testing as required or as deemed necessary by local code jurisdictions.
- Site Visits by structural, mechanical, electrical and civil engineers. Site visits required by those specific professionals would be billed as additional services based on hourly basis.

All work included in this proposal will be completed by professionals registered in the State of Nebraska.

Based on these assumption and discussions, we are proposing anticipated fees to complete the work included in this project for fees as follows:

Architectural:

○ Architectural Plan Preparation/Project Coordination:	\$ 19,900.00
Structural Engineering:	\$ 1,000.00
M/E/P Engineering:	\$ 12,000.00
Topographic Survey:	\$ 2,500.00
Geotechnical Exploration:	\$ 3,000.00
Civil Engineering:	<u>\$ 11,500.00</u>

Total Overall Estimated Fee (Not to Exceed): \$ 50,000.00

Please review this information and feel free to contact me to discuss anything in this proposal or if you should need any clarification on the information included in the proposal. If this proposal is acceptable, we will prepare an AIA based contract from this proposal for use on the project. We thank you for the opportunity to present a proposal for professional services and we are looking forward to working with you on this project!

Sincerely,

GP ARCHITECTURE, LLC



Ralph E. Gladbach, AIA, CSI

Architect/Principal

Accepted:

By:

Title

Date: _____

ATTACHMENT “A”

Should additional work be required beyond the scope of work anticipated and spelled out in the basic proposal as noted, additional professional work will be performed on the standard hourly rates noted below, or negotiated to a fixed fee as agreed to by the respective parties.

Hourly Rates:

Architectural

Principal	\$160.00/hour
Project Architect	\$130.00/hour
Architect I	\$110.00/hour
Technician	\$100.00/hour
Administrative/Support	\$ 80.00/hour

Structural Engineering

Principal	\$180.00/hour
Senior Licensed Engineer	\$145.00/hour
Licensed Engineer II	\$130.00/hour
Licensed Engineer I	\$100.00/hour
Clerical	\$100.00/hour

Mechanical/Electrical/Plumbing (MEP) Engineering

Principal	\$190.00/hour
Sr./Professional Engineer/Associate	\$175.00/hour
Engineer/Sr. Designer/Sr. Construction Administrator	\$155.00/hour
Intern Engineer/Designer/Construction Administrator	\$135.00/hour
Senior Technician	\$115.00/hour
Engineering Technician	\$100.00/hour
Sr. Administrative/Sr. Support Staff/Accounting	\$155.00/hour
Administrative/Support Staff	\$ 80.00 /hour

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
12/19/2023

COUNCIL MEETING DATE: December 19, 2023		SUBMITTED BY: David 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:

Window Replacement/Renovation Bellevue Fire Station No. 3

SYNOPSIS/BACKGROUND:

GP Architecture, LLC to prepare a design/professional service for architectural work for the window replacement/renovation to Bellevue Fire Station No. 3.

FISCAL IMPACT: \$12,900.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: GP Architecture, LLC	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: Replacement windows for Dist 3 Fire Station	CIP PROJECT NAME: CIPBM24(1)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER: 7040	

RECOMMENDATION:

Approve the Architectural work for the Dist 3 Fire station window replacement.

ATTACHMENTS:

- | | | |
|---------------------|----|----|
| 1. Scope of Service | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Goedeken
Jim R...

December 8, 2023 (Revised)

Mr. John Krager, PE
City of Bellevue
Public Works Department
1510 Walls Street
Bellevue, NE 68005

Re: Proposed Window Replacement/Renovation
Bellevue Fire Station No. 3
9400 S. 36th Street
Bellevue, NE

Mr. Krager:

We are pleased to have the opportunity to present a proposal to you for professional services for the proposed exterior window/door replacement/renovation project that we have been discussing in recent conversations. From our preliminary discussions, it was noted that the existing facility has older windows and entry doors that are creating drafty conditions in some of the living quarters and other administrative areas of the building. It has been indicated that it is the desire to replace the existing windows and entrances with new windows/entrances to reduce the air infiltration into the building for better temperature control of those sleeping and administrative areas. This work would be applicable to the older portion of the existing fire station since it appears that the existing window/door conditions in the newer addition area on the west side of the building may be satisfactory but does serve to be reviewed for any poor conditions.

Based on these initial discussions, we have prepared a design/professional service fee estimate which is described in this proposal. The respective fee proposal includes the following anticipated scope of work that would be included in the project:

Architectural Work:

- Completion of a pre-design walkthrough with City representatives to review scope of work and existing conditions.
- Preparation of floor plans, building elevations, miscellaneous details and other pertinent information for construction documents that would be associated with the project.
- Provide Opinion of Probable Costs at 60-75% completion.
- Coordination of final plan distribution and receipt of bids for the proposed work, and preparation of contracts with the selected contractor.
- Coordination of anticipated work with you and the selected contractor/subcontractors through construction period.
- Response to questions from Contractor and associated subcontractors
- Review of architectural related shop drawings
- Coordination of project closeout with the Owner and Contractor.
- Periodic site visits to the site to review progress of the construction per State licensing requirements.
- Completion of punch lists for project closure
- Periodic coordination meetings with the Contractor.

Structural:

- It is anticipated that no structural work will be required for the replacement of the existing window/door system found around the building. Thus, no structural engineering fees are being included in this proposal at this time.

Mechanical/Electrical:

- There is no mechanical/electrical work anticipated to be completed in conjunction with the window/door replacement work. It was indicated in the early discussions on the project that there may be some consideration given at some point to possibly looking at the existing HVAC systems to review air balancing and control issues within the building. No work has been included on this potential item in this proposal, but can be added via addendum based on further discussions and initial review of existing conditions in the building.

Civil:

- No Civil Engineering work will be necessary for the project and no civil engineering fees have been included in this proposal at this time.

Exclusions: The following items are excluded from this scope of the project:

- Rendered presentation drawings.
- Owner initiated Change Orders review and cost checking
- Re-design to accommodate Owner or Contractor initiated change orders.
- Utility fees (gas, water, sewer, etc...).
- Printing costs for final plans and specifications for distribution to jurisdictions and contractors.
- Building permit fees and code jurisdiction fees.
- Special Inspections or testing as required or as deemed necessary by local code jurisdictions.

All work included in this proposal will be completed by professionals licensed in the State of Nebraska.

Based on these assumption and discussions, we are proposing anticipated fees to complete the work included in this project for fees as follows:

Architectural:

- Architectural Plan Preparation/Project Coordination: \$ 12,900

Total Overall Estimated Fee (Not to Exceed): \$ 12,900

Please review this information and feel free to contact me to discuss anything in this proposal or if you should need any clarification on the information included in the proposal. If this proposal is acceptable, we will prepare an AIA based contract from this proposal for use on the project. We thank you for the opportunity to present a proposal for professional services and we are looking forward to working with you on this project!

Sincerely,

GP ARCHITECTURE, LLC



Ralph E. Gladbach, AIA, CSI
Architect/Principal

Accepted:

By:

Title

Date: _____

ATTACHMENT “A”

Should additional work be required beyond the scope of work anticipated and spelled out in the basic proposal as noted, additional professional work will be performed on the standard hourly rates noted below, or negotiated to a fixed fee as agreed to by the respective parties.

Hourly Rates:

Architectural

Principal	\$160.00/hour
Project Architect	\$130.00/hour
Architect I	\$110.00/hour
Technician	\$100.00/hour
Administrative/Support	\$ 80.00/hour

Structural Engineering

Principal	\$180.00/hour
Senior Licensed Engineer	\$145.00/hour
Licensed Engineer II	\$130.00/hour
Licensed Engineer I	\$100.00/hour
Clerical	\$100.00/hour

Mechanical/Electrical/Plumbing (MEP) Engineering

Principal	\$190.00/hour
Sr./Professional Engineer/Associate	\$175.00/hour
Engineer/Sr. Designer/Sr. Construction Administrator	\$155.00/hour
Intern Engineer/Designer/Construction Administrator	\$135.00/hour
Senior Technician	\$115.00/hour
Engineering Technician	\$100.00/hour
Sr. Administrative/Sr. Support Staff/Accounting	\$155.00/hour
Administrative/Support Staff	\$ 80.00 /hour

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 2023		SUBMITTED BY: David 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:

JEO Consulting Group agreement

SYNOPSIS/BACKGROUND:

JEO Consulting Group professional engineering design agreement for the 2024 concrete rehabilitation project.

FISCAL IMPACT: \$138,960.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: JEO Consulting Group, INC INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Bellevue 2024 Concrete Projects

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: Major Street Resurfacing CIP PROJECT NAME: CIPST24(1)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the agreement with JEO Consulting Group, Inc for the 2024 concrete project.

ATTACHMENTS:

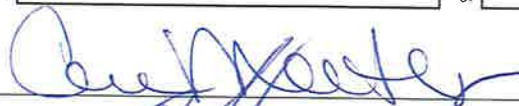

1. Agreement
2. Scope of Service Exhibit A
3. General Conditions Exhibit B
4. Project Location Maps Exhibit C
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:




**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of December 5, 2023 between The City of Bellevue, Nebraska ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Bellevue 2024 Concrete Projects ("Project").

JEO Project Number: 231883.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$138,960.00 (One hundred Thirty-eight thousand Nine hundred sixty and 00/100 dollars)
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

- Exhibit A – Scope of Services
- Exhibit B – General Conditions
- Exhibit C – Project Location Maps

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

By: Rusty Hike

Title: Mayor

Date Signed: _____

Address for giving notices:

City of Bellevue City Hall

1500 Wall Street

Bellevue, NE 68123

Engineer: JEO Consulting Group, Inc.



Digitally signed by Dean A. Dunn
DN: C=US, E=ddunn@jeo.com, O=JEO
Consulting Group, Inc., CN=Dean A. Dunn
Date: 2023.11.28 16:14:04-06'00'

By: Dean A. Dunn

Title: Transportation Senior Project Manager

Date Signed: 11/28/2023

Address for giving notices:

JEO Consulting Group, Inc.

1937 North Chestnut Street

Wahoo, NE 68066



**SCOPE OF SERVICES:
Exhibit A**

PROJECT DESCRIPTION:

The City of Bellevue City Council approved the city’s 2024-2029 Capital Improvement Plan (CIP) on September 26, 2023. This plan includes Public Works Street Department One- and Six-Year Road Program required by Nebraska State Law. One portion of the program is the annual concrete projects which provide necessary roadway repairs and maintenance usually in preparation of asphalt roadway resurfacing/ overlaying in the following year. The repairs typically consist of concrete panel replacement, curb & gutter repair, ADA curb ramp construction, storm sewer structure repair, and associated work. This year’s CIP ST 24(2) Concrete Projects includes the following One- and Six-Year projects (see Exhibit C for Project Location Maps):

Design Package 1		
1- & 6-Year No.	Description	Approved CIP Cost
M146(233A)	Area: 36th to 42nd St, Suburban Dr to Giles Rd	\$ 315,000
M146(292A)	Area: Harrison St to Borman St, 45th to 48th St	\$ 205,000
M146(296A)	S 36th St; Harrison to Chandler	\$ 130,000
M146(316A)	25th St; 625' N/ Sautter Ave to Cornhusker Rd	\$ 645,000

Design Package 2		
1- & 6-Year No.	Description	Approved CIP Cost
M146(286A)	Ft Crook Rd; Cornhusker Rd to Capehart Rd	\$ 410,000
M146(289A)	Blue Ridge Addition; Oak Ridge Dr to 36th St, Sherwood Dr to Cornhusker Rd	\$ 670,000
M146(293A)	Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd	\$ 165,000
M146(298A)	Fairfax Rd; Harvell Dr to Wilroy Rd	\$ 130,000

In addition to the projects above, the City would like one (1) speed table added to Tregaron Drive south of Fairview Road at the city limits as approved by the City’s Traffic Safety Committee.

This this project will consist of project management, site design, and bidding services.

SCOPE OF SERVICES:

1 PROJECT MANAGEMENT

- 1.1 Set-up project and attend meetings for the design as outlined in task 2 below. This task will consist of the following:
 - 1.1.1 Project Activation – Once a copy of executed contract is received and notice to proceed (NTP) is issued by the client, enter contract information into accounting system.
 - 1.1.2 Project Initiation/Kick-off Meeting – Meet with the Owner to review project requirements in detail, collect existing information, review the existing site details one (1) meeting (location to be determined).

- 1.1.3 Project Tracking – Includes internal bi-weekly meetings, weekly budget review, monthly billing, and periodic project updates to the Owner to ensure project stays on schedule and is invoiced accurately.

2 SITE DESIGN

- 2.1 Initial site design will be based on City provided project information through Sarpy County's Pictometry website (EagleView CONNECTexplorer) and estimates.
- 2.2 Drive through each project area and collect current data through use of a 360 camera and Google Street View.
- 2.3 For each design package, prepare engineering design plans and specifications referencing the 2020 *City of Omaha Standard Specifications for Public Works Construction* and *City of Omaha Standard Plates*. Plans to include:
 - 2.3.1 Cover Sheet
 - 2.3.2 General Notes
 - 2.3.3 Bid Item Reference Notes & Summary of Quantities Sheet
 - 2.3.4 Removals & Construction Plans
 - 2.3.5 Detail Sheets
- 2.4 For each One- and Six-Year project, provide an Opinion of Probable Cost (OPC) along with an overall OPC for each design package.
- 2.5 Plan submittals and reviews
 - 2.5.1 Internal QA/QC review for each submittal.
 - 2.5.2 Prepare one (1) electronic copy (PDF) for submittal at 60% and 95% design milestones to the Owner for review (2-week review period).
 - 2.5.3 Conduct review/Plan-in-Hand (PIH) meeting after 60% design milestone Owner review (*location to be determined*).
 - 2.5.4 Revise plans per Owner's review comments after each design milestone.
 - 2.5.5 Final Plan Submittal - Prepare one (1) electronic copy (PDF) for submittal to the Owner sealed & signed by a professional engineer licensed by the State of Nebraska.

3 BIDDING & NEGOTIATION

- 3.1 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 3.2 Send Notice to Bidders to Contractors, Builder Bureaus and Plan Rooms.
- 3.3 Furnish electronic or paper copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the non-refundable purchase cost established by the Engineer for the documents.
- 3.4 Respond to inquiries from prospective bidders and prepare any addenda required.
- 3.5 Assist the Owner in securing construction bids for the project.
- 3.6 Conduct the bid opening and ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled. One (1) meeting (in Bellevue)
- 3.7 Tabulate and analyze construction bids and report on them to the Owner, along with a recommendation to the Owner for award of the construction contract.
- 3.8 Prepare and submit necessary information to the Owner for project award approval.
- 3.9 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor(s) and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.

3.10 Provide copies of all executed Contract Documents to the Owner and Prime Contractor(s).

4 OWNER RESPONSIBILITIES

- 4.1 Provide timely review of documents or requests for information.
- 4.2 Provide access to City provided project information on Sarpy County's Pictometry website (EagleView CONNECTexplorer)
- 4.3 Provide access to property to conduct proposed services.
- 4.4 Provide contact information for utility companies within the right-of-way along the project route.
- 4.5 Assist with utility conflict resolution and provide additional utility record information, as needed.
- 4.6 Assist with any stakeholder issues that arise.
- 4.7 Provide ROW/Easement acquisition services and/or securing right of entry for Contractor to complete work, if needed.

5 FEE

5.1 JEO proposes to provide the services defined above for the fees defined below:

Task No.	Task	Fee Type	Fee
1	Project Management	Hourly	\$ 14,896.00
3	Site Design	Hourly	\$ 119,244.00
4	Bidding & Negotiation	Hourly	\$ 4,820.00
TOTAL (Not to Exceed)			\$ 138,960.00

6 PROGRESS PAYMENTS

- 6.1 JEO will bill for services completed near the end of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 6.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 6.3 Payments will be applied first to the interest then principal.
- 6.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

7 CONTRACT TIME

7.1 JEO proposes to provide the services defined above at the tentative schedule shown below:

Milestone	Date
Notice to Proceed (NTP)	December 6, 2023
60% Plan Submittal	44 calendar days after NTP (January 19, 2024)*
95% Plan Submittal	86 calendar days after NTP (March 1, 2024)*
Final Plan Submittal	107 calendar days after NTP (March 22, 2024)*

* Date based on anticipated NTP date shown

- 7.2 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 7.3 If the Basic Services (Task 2) covered by this Agreement have not been completed by 114 calendar days after NTP (March 29, 2024)*, through no fault of JEO, an extension or adjustment of JEO's services beyond that time shall be compensated as additional services.
- 7.4 The information in this proposal and fee estimate is valid until December 7th, 2023. After that time, the scope of services and estimated are subject to adjustment.

8 EXCLUSIONS

- 8.1 Environmental services not outlined in the scope of services, such as NOI/SWPPP/NOT, wetland delineation, endangered species surveys, bird surveys, and mitigation plans.
- 8.2 Floodplain, US Army Corps of Engineers Section 404, or other environmental assessments or permitting, not outlined in the scope of services
- 8.3 Preliminary and final plats
- 8.4 Phase i or ii ESA
- 8.5 Property title searches or title commitments
- 8.6 Costs for additional insurance requirements or increased limits of coverage
- 8.7 Topographic survey
- 8.8 Utility research/locates
- 8.9 Traffic study
- 8.10 Hydrology & hydraulic analysis
- 8.11 Storm drainage design
- 8.12 Structural design
- 8.13 Vertical alignment design
- 8.14 Attendance at City Planning Commission and City Council meetings, and other meetings not outlined in the scope of services.
- 8.15 Retaining wall design, if needed
- 8.16 Review fees associated with building permits, etc.
- 8.17 Any permit fees associated with permit applications.

- 8.18 Preparation of construction contracts with selected contractors.
- 8.19 Landscaping design
- 8.20 Bidding and negotiation services
- 8.21 Construction administration and observation services (Resident Project Representative).
- 8.22 SWPPP administration, monitoring, and inspections.
- 8.23 GIS or Electronic as-built file data for updating GIS records.
- 8.24 As-built drawings.
- 8.25 Environmental reviews and/or studies not outlined in scope of services.
- 8.26 Public involvement activities not outlined in scope of services.
- 8.27 Special meetings and meetings not outlined in the Scope of Services.
- 8.28 Meeting not outlined in scope of services.
- 8.29 Any other item not outlined in the scope of services.

9 REIMBURSABLE EXPENSES

- 9.1 Typical reimbursable expenses are included in the hourly billing rates and cover: mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 9.2 Other reimbursable expenses shall be billed at 110% of their cost.

10 ADDITIONAL TERMS

- 10.1 The General Conditions are specified in Exhibit B.

JEO CONSULTING GROUP INC || JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

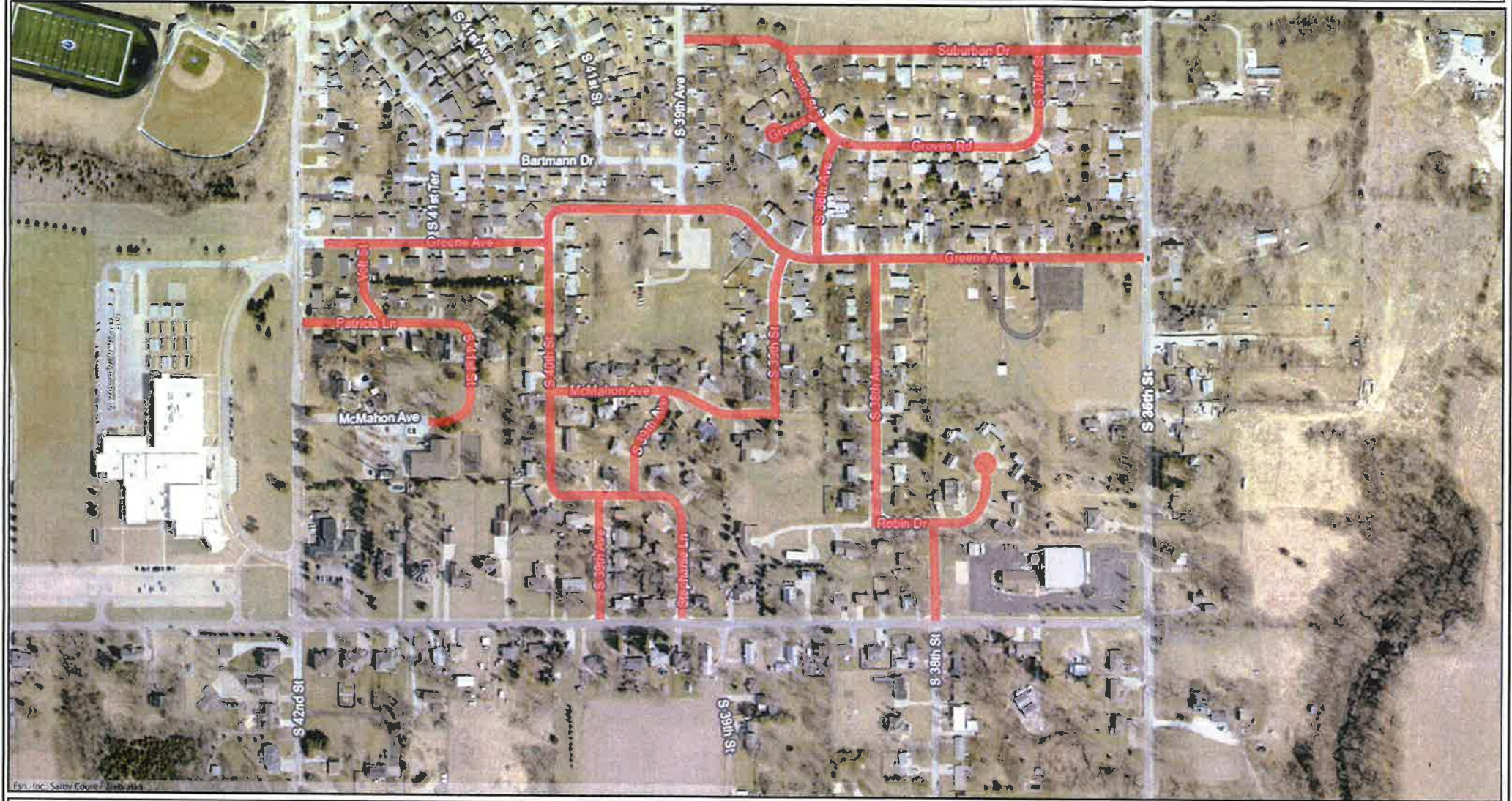
c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



Map Scale 1: 4514

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Notes City of Bellevue 2024 Concrete Projects - PACKAGE 1

EXHIBIT C



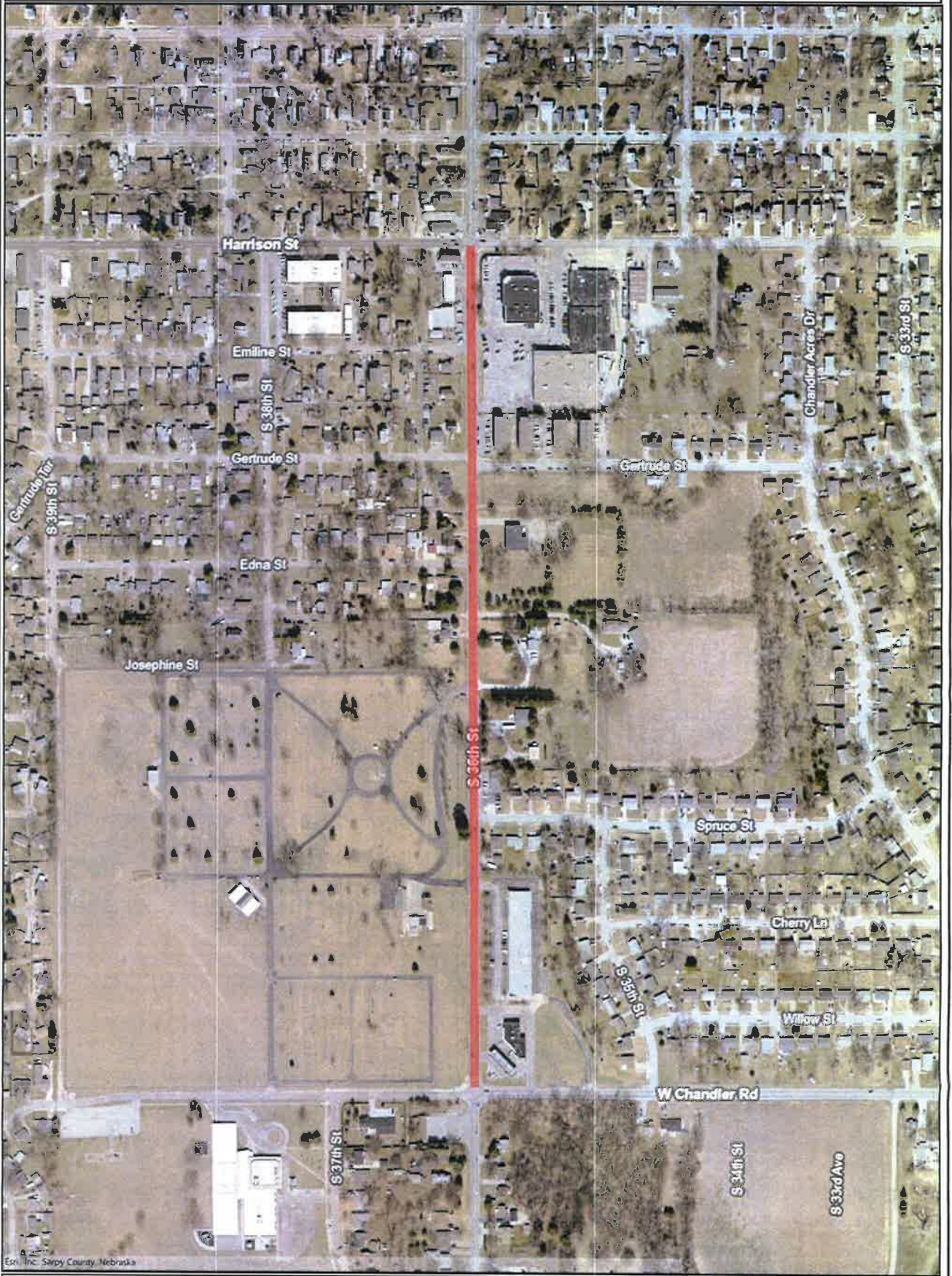
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Notes City of Bellevue 2024 Concrete Projects - PACKAGE 1

EXHIBIT C

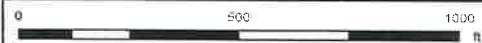




Est. Inc. Sarpy County, Nebraska

Notes City of Bellevue 2024 Concrete Projects - PACKAGE 1

EXHIBIT C



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Notes City of Bellevue 2024 Concrete Projects - PACKAGE 2

EXHIBIT C



Notes City of Bellevue 2024 Concrete Projects - PACKAGE 2

EXHIBIT C



Map Scale 1: 21020



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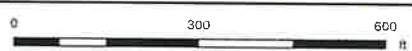


This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes City of Bellevue 2024 Concrete Projects - PACKAGE 2

EXHIBIT C



Map Scale 1: 3185

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 City of Bellevue 2024 Concrete Projects - PACKAGE 2

EXHIBIT C

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 2023		SUBMITTED BY: Dave 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:

Nebraska Department of Transportation Agreement No.5

SYNOPSIS/BACKGROUND:

Yearly renewal of the agreement between the City of Bellevue and Nebraska Department of Transportation for reimbursement in the amount of \$25,907.20 for Highway 370 maintenance covering the January 1, 2024 through December 31, 2024.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Agreement No. 5 and Certificate of Compliance between the City of Bellevue and Nebraska Department of Transportation for reimbursement in the amount of \$25,907.20.

ATTACHMENTS:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:






AGREEMENT RENEWAL

Maintenance Agreement No. 5
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Bellevue
Municipal Extensions in Bellevue

We hereby agree that Maintenance Agreement No. 5 described above be renewed for the period January 1, 2024 to December 31, 2024.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____,

ATTEST: City of Bellevue

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____,

ATTEST: State of Nebraska

District Engineer, Department of Transportation

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities	2 nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 st Class Cities > 40,000	1 st Class Cities < 40,000	2 nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 5 QE 2229 Supp 1
Maintenance Agreement between the Nebraska Department of Roads and the
Municipality of Bellevue
Municipal Extensions in Bellevue

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Thomas W. Goodbarn, Department of Roads, Bellevue, Nebraska.

ATTEST: _____ day of _____, 20.

City Clerk *Mayor/Designee*

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Roads

For Office Use Only	
Agreement No.:	_____
Pay/Bill Code:	_____
Contractor No.:	_____
Amount:	\$ _____



Good Life Great Journey

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Bellevue

Date: 1/1/23

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.24 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2530.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:
 10.24 lane miles x \$2,530.00 per lane mile = \$25,907.20.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
 _____ lane miles x \$ _____ per lane mile = \$ _____

Other (*Explain*)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

City of Bellevue

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

Neb. rev. Stat. 39-1339
and Neb. Rev. Stat. 39-2105

DESCRIPTION	HWY NO.	REF POST		LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO				STATE	CITY
Ramp to Hwy 75 NB to S 5th St	34	385.35	385.7	0.4	4	1.6	1.6	
West City Limits								
48th Street to 25th Street	370	13.40	15.46	2.06	4	8.24	8.24	
Hwy75 Bridge to Hwy 75 North off Ramp	370	16.06	16.16	0.10	4	0.40	0.40	
Total Lane Miles						10.24	10.24	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 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:

Purchase of 2024 Ford F250 Crew Cab

SYNOPSIS/BACKGROUND:

Fleet Maintenance to purchase with state bid pricing through Anderson Auto Group the 2024 Ford F250 Crew Cab for the shop use.

FISCAL IMPACT?: \$60,584.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="checkbox"/>	COUNTER-PARTY: <input type="checkbox"/>	INTERLOCAL AGREEMENT: <input type="checkbox"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="checkbox"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: CIPFLT24(1)	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: 16	ACCOUNT NUMBER: 10-16-7110	

RECOMMENDATION:

City Council and Mayor to authorize the purchase of the 2024 Ford F250 Crew Cab truck.

ATTACHMENTS:

- | | | |
|-------------------------|------------------------------------|---------------------------|
| 1. Memo | 2. Anderson Auto Group price quote | 3. Sourcewell price quote |
| 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:




ANDERSON

www.AndersonAutoGroup.com

City of Bellevue
Todd Jarosz

October 2nd, 2023

State Contract # 15754
2024 Ford F250 Crew Cab 4x4 XL: \$60,584
6.7L Diesel automatic--included
Power equipment group--included
6 1/2' box--included
Tow package--included
Limited slip rear axle--included
Dual alternators: \$380
White exterior--included
40/20/40 cloth interior--included
Rear view camera--included
Engine block heater--included

ETA: 90-120 days

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521

Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN NORTH
2500 Wildcat Drive
Lincoln, NE 68521
402 468 9800

LINCOLN SOUTH
3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND
120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH
2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000



1-855-289-6572
Fax 1-831-480-8497
Fleet@NationalAutoFleetGroup.com

Welcome Todd Jarosz

[Edit My Profile](#)

You must accept our disclaimer policy

2024 Ford Super Duty F-250 SRW XL 4WD Crew Cab 6.75' Box 160" WB

This is only a Quote, in order for us to place an order, we must receive your purchase order.

Step 7 of 8
Please provide as much information as possible

Configured Total MSRP Price	\$68,665.00	
Sourcewell Price (Price does NOT include any additional keys and/or service manuals referenced below)	\$65,675.64	- City Price
Total Savings	\$2,989.36	
Total % Savings	4.354 %	

Estimated Lease Options Per Unit

36 Months	\$1,989.97
48 Months	\$1,517.11
60 Months	\$1,241.27

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[Re-Configure](#)

Enter Order Information Below:
Save and title your member quote

Others

Description of any upfit needed or call 1-855-289-6572

Quantity

Sales Tax Rate, if Non-Exempt (e.g. 0.0000%)

OR

Fiat Tax Amount

Keys Per Unit			
Standard Per Unit	Additional	=	Total Per Unit
2			2

Additional Package Information

Tank Configuration

- In-Bed or Underbody 27 GGE - Bi-FUEL \$11,950 (Sourcewell member price)
- Underbolt after axle 10 GGE - Bi-FUEL \$11,950 (Sourcewell member price)
- In-Bed 17 GGE - Bi-FUEL \$11,950 (Sourcewell member price)
- In-Bed 23 GGE - Bi-FUEL \$11,950 (Sourcewell member price)
- In-Bed 23 GGE - DEDICATED \$11,950 (Sourcewell member price)
- In-Bed 17 GGE - DEDICATED \$11,950 (Sourcewell member price)

Window Sticker and Standard Equipments will be displayed for printing along with the Sell, Service, and Deliver Letter.

Underbody 20 GGE - DEDICATED \$11,950
(Sourcewell member price)

Underbody 18 GGE - DEDICATED \$11,950
(Sourcewell member price)

Underbody 16 GGE - DEDICATED \$11,950
(Sourcewell member price)

In Service Body 17 GGE \$10,750 (Sourcewell
member price)

In Service Body 23 GGE \$11,950 (Sourcewell
member price)

A Westport CNG power system is available on this model.
Are you interested in learning more and start saving with low-
cost natural gas?

- No
- Yes

Once you complete your build, an advisor will contact you to
review your request

Is your agency in California?
No

I agree that I have read and accepted the [disclaimer policy](#) by checking this box.
You must accept our disclaimer policy

Generate Quote



We Influence The World!

City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

MEMORANDUM

To: Dave Goedeken
From: Todd Jarosz *TJ*
Subject: Fleet Crew cab replacement
Date: 12-4-2023

Replacement explanation for the F250 Ford crew cab pickup for fleet. This truck is one of two trucks that Fleet uses for service calls and transporting multiple employees daily and is a direct replacement for a service truck that is currently in service. The service truck that is to be replaced is a 2012 Ford F350 with 115,000 miles on it. The type of work this truck is used for would be in best interest of the city to downsize the truck from a F350 to a F250 for a savings of approximately \$5000. This truck meets the criteria outline for replacement, also with the rust and the needed expenses. The current truck will be actioned when the replacement comes in.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 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:

Purchase of 2017 John Deere 770G motor grader

SYNOPSIS/BACKGROUND:

A purchase of a 2017 John Deere 770G motor grader at \$168,750.00, 2-YR/500-HR Warranty at \$12,050.00 and 5-day operator and maintenance training at \$13,625.00 to bring the total to \$194,425.00.

FISCAL IMPACT: \$194,425.00 BUDGETED FUNDS? YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY: Murphy Tractor & Equipment	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: CIPST24(11)	
STREET DISTRICT NAME (S): 15	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 7100	ACCOUNT NUMBER:	

RECOMMENDATION:

City Council and Mayor to authorize the purchase of a 2017 John Deere 770G motor grader for the street department.

ATTACHMENTS:

1. Quote	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





**John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")**

PA Revision# **Original**
Customer Name: CITY OF BELLEVUE

PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) CITY OF BELLEVUE			
STREET or RR 1500 WALL ST			
CITY BELLEVUE	STATE NE	ZIP CODE 68005	COUNTY Sarpy
PHONE NUMBER 402-293-3132	EMAIL ADDRESS MARY.LAMPRECHT@BELLEVUE.NET		
REWARDS # 987964290			
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME Murphy Tractor & Equipment		Dealer Account No. : 177831	
STREET or RR 9751 S 148th Street			
CITY Omaha	STATE NE	ZIP CODE 68138	Phone Number 402-894-1899
Date Of Order: Nov 30, 2023			
Dealer Order No.:		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 3 State/Province		MARKET USE CODE: 49 Highways & Streets	
Add Purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> CCE <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.: 7004445	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.:			

EXTENDED WARRANTY IS: <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE : Use County SARPY	Use State/Province NE	COUNTY CODE 153				
Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		(Initials)						
QTY	NEW W	DEMO O	RENT T	COMM C	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1				X	2017 USED JOHN DEERE 770G MOTOR GRADER Stock # 162566	5934	1DW770GXVHF680807	\$ 168,750 00
5					Jackson's Heavy Equipment Motor Grader Training	5934		\$ 13,625 00
1					EPG - 2YR / 500HR Powertrain/Hydraulics Extended Warranty	5934		\$ 12,050 00
					- DECLINED :John Deere Preventative Maintenance :			
					- DECLINED :John Deere Extended Warranty :			
(1) TOTAL CASH PRICE								\$ 194,425 00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
COMMENTS:				
Motor Grader Sold as Used, without Warranty				
			(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
			(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
			(4) BALANCE	\$ 194,425 00
			(5) SUBTOTAL	\$ 194,425 00
			(6) RENTAL APPLIED	\$ 0 00
			(7) CASH WITH ORDER	\$ 0 00
			(8) BALANCE DUE (5-(6 & 7))	\$ 194,425 00



**John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")**

PA Revision# **Original**
Customer Name: CITY OF BELLEVUE

Quote ID: 29963366

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. **PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials) and understands its terms and conditions.

Purchaser (First Signer)	<input type="text" value="CITY OF BELLEVUE"/>	Signature	<input type="text"/>	Date	<input type="text"/>
Purchaser (Second Signer)	<input type="text"/>	Signature	<input type="text"/>	Date	<input type="text"/>
Dealer Representative	<input type="text" value="Murphy Tractor & Equipment"/>	Signature	<input type="text"/>	Date	<input type="text"/>
Salesperson	<input type="text" value="SPENCER, CHAD"/>	Signature	<input type="text"/>	Date	<input type="text"/>

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: <input type="checkbox"/>	Purchaser Signature	<input type="text"/>
---------------------------------	---	---------------------	----------------------

Quote Id: 29963366

Prepared For:
CITY OF BELLEVUE



Made in USA



Prepared By: **CHAD SPENCER**

Murphy Tractor & Equipment
9751 S 148th Street
Omaha, NE 68138

Tel: 402-894-1899

Mobile Phone: 531-301-7375

Fax: 402-891-8360

Email: cspencer@murphytractor.com

Date: 15 November 2023

Offer Expires: 29 December 2023

Confidential



Quote Summary

Prepared For:
CITY OF BELLEVUE
1500 WALL ST
BELLEVUE, NE 68005
Business: 402-293-3132
MARY.LAMPRECHT@BELLEVUE.NET

Prepared By:
CHAD SPENCER
Murphy Tractor & Equipment
9751 S 148th Street
Omaha, NE 68138
Phone: 402-894-1899
Mobile: 531-301-7375
cspencer@murphytractor.com

Motor Grader Sold as Used, without Warranty

Quote Id: 29963366
Created On: 15 November 2023

Expiration Date: 29 December 2023

Equipment Summary	Qty	Extended
2017 USED JOHN DEERE 770G MOTOR GRADER - 1DW770GXVHF680807	1	
Equipment Total		\$ 168,750.00

Quote Summary	
Equipment Total	\$ 168,750.00
SubTotal	\$ 168,750.00
Total	\$ 168,750.00
Balance Due	\$ 168,750.00

Salesperson : X _____

Accepted By : X _____



Selling Equipment



Quote Id: 29963366

Customer: CITY OF BELLEVUE

2017 USED JOHN DEERE 770G MOTOR GRADER - 1DW770GXVHF680807

Hours: 5934

Stock Number: 162566

Code	Description	Qty
8460T	2017 JOHN DEERE 770G MOTOR GRADER	1
Standard Options - Per Unit		
8460T1010	STANDARD HYDRAULIC CONTROLS	1
8460T1140	9.0L ENG,EPA FINAL TIER IV	1
8460T1240	ALTERNATOR 200 AMP	1
8460T1420	SEV DUTY FUEL FILTER/LINES	1
8460T1610	HYDRAULIC PUMP DISCONNECT	1
8460T1830	BLACK EXHAUST STACK	1
8460T2060	14'X24"X7/8" MB (8°CEX5/8")	1
8460T2820	SNGL INPUT W/ SLIP CLUTCH	1
8460T4636	17.5R25 G2/L2 1*SNO MICH 3PC	1
8460T5020	LOW CAB W/ FIXED WINDOWS	1
8460T5710	TRANS VALVE SOLENOID GUARD	1
8460T6740	BALDERSON LIFT GROUP	1
8460T7160	DLX LIGHTING PKG W/HAL +8XTR	1
8460T8110	CONVERTER, 24/12V 10/15 AMP	1
8460T8220	MIRRORS, EXTERNAL HEATED	1
8460T8310	LOWER FRONT INT WIPER/WASHER	1
8460T8410	RADIO AM/FM/WB	1
8460T8510	A/C - CHARGE	1
8460T8810	REAR CAMERA	1
8460T9130	REAR RETRACTABLE SUNSHADE	1
8460T9220	FIRE EXTINGUISHER	1
8460T9299	BEACON STROBE LEFT	1
8460T9360	HEATER ENG COOLANT, 120V	1
8460T9370	ETHER AID - LESS CANISTER	1
8460T9395	AJUSTING ROTARY EJECTOR PRCL	1
8460T9620	HYDRAULIC VALVE COVERS	1

From: Chad Spencer <cspencer@murphytractor.com>
Sent: Wednesday, November 29, 2023 9:11 AM
To: Bobby Riggs
Subject: RE: [EXT] 770G Motor Grader

Follow Up Flag: Follow up
Flag Status: Flagged

Todd,
Good morning, here's the contact info for the motor grader.

Cass County (Missouri)
Dilliard Meines
816-810-9814

From: Chad Spencer
Sent: Tuesday, November 28, 2023 3:56 PM
To: Bobby Riggs <Bobby.Riggs@bellevue.net>
Subject: 770G Motor Grader

Bobby, Todd,
Thanks again for meeting with me today. I've attached everything I can find as it pertains to work orders on this machine. The Grader was under extended warranty until earlier this year. The attached work orders are for a few minor repairs to lights, steps, batteries, and a service job on the machine. Other than that, I don't have any repair records. I've spoken to our used team, and it'll be no problem getting you in touch with the customer. This came from CASS County Road and Bridge in Harrisonville, MO. This unit was one of two traded in on two new 770G motor graders. We'll reach out to the county to get the okay to have you contact them and will pass that along when I get it.

I was told the JD Link system was already upgraded and has an active JD Link.

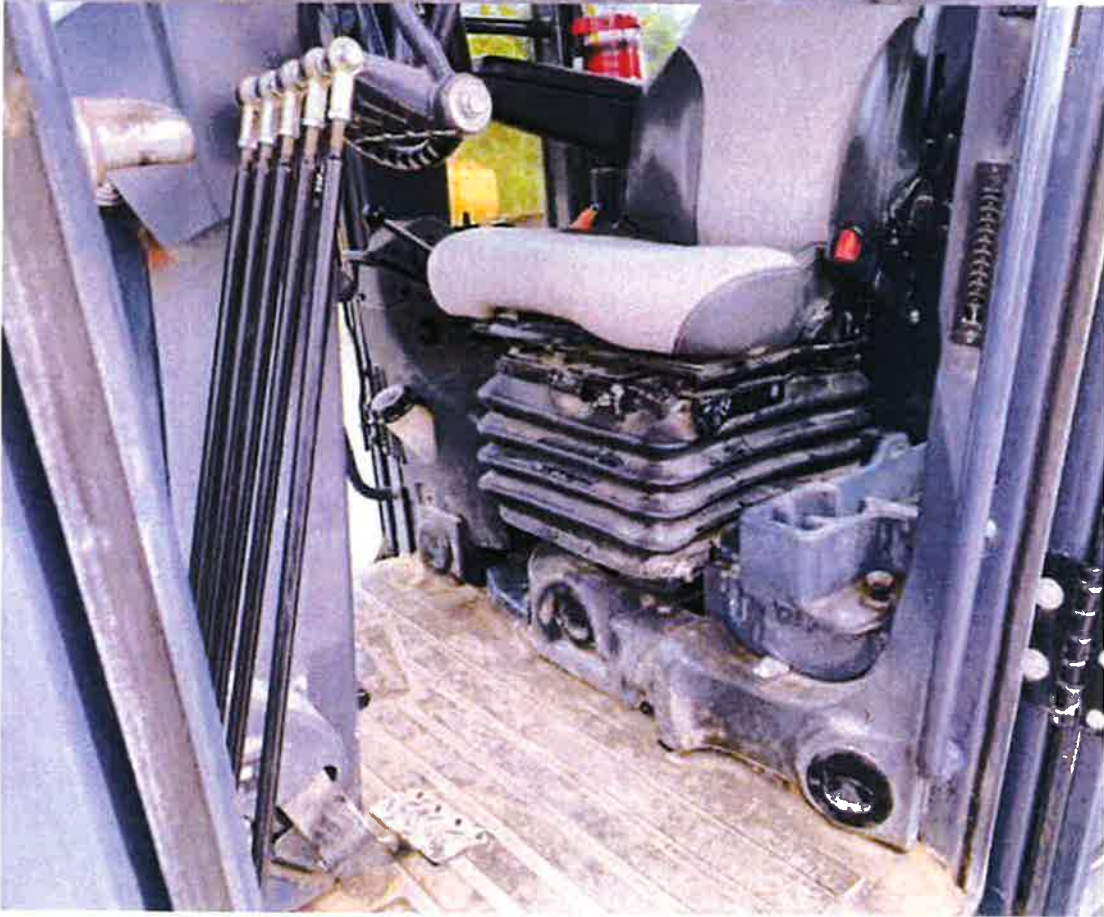
Lastly. I'm going to be sending you a purchase agreement for this machine when I get the training priced. I've reached out to the trainer and left a message, once I get an answer, I'll revise the pricing and will get this over to you. I need you to sign that and return to me so I can get the machine here and out to you guys whenever you'd like. Thank you guys, we appreciate your continued business, have a great day!!















Best,



Murphy Tractor & Equipment Co., Inc.
 8600 NE Parvin Rd
 Kansas City, MO 64161
 Phone: 816-483-5000
 Toll Free: 888-306-3434



JOHN DEERE

Invoice To Account No: 0

Deliver To:

SERVICE INVOICE

Internal Used Stock No. 162566	Internal Used Stock No. 162566	Invoice Number: 1838165	
		Invoice Date: 6/14/2022	
		Location: 12	
		Work Order Number: 406235	
		Payment Type: Account	
Bus Phone:	Bus Phone:	Page: 1 of 7	
Prv Phone:	Prv Phone:		
Make/Model:	Meter:	Serial Number:	Eq ID: Fleet No:
JOHN DEERE 770G MOTOR GRADER		1DW770GXVHF680807	154383

Gen- Internal

COMPLAINT:

02 pull and cut open hyd, trans and axle filters

CORRECTION:

General Repairs

Pulled the machine inside. Went and ordered the axle, hydraulic, and transmission filters from parts. Got the filters. Took the old filters off. Cut them open and checked for material. Did the same for each filter. All filters looked good. Took pictures of them. Put the new filters onto the machine and wrote date and hours.

Part Number	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind
AT335492	HYDRAULIC	2.00	89.00	89.00	\$178.00	N
AT367840	OIL FILTER	1.00	84.60	84.60	\$84.60	N
TY26353	OIL	1.00	6.87	6.87	\$6.87	N
Labor: \$176.35		Parts: \$269.47	OL&M: \$0.00	Misc: \$0.00	Sub-Total: \$445.82	

770GF999402 Internal

COMPLAINT:

03 TRANSMISSION RECALIBRATION

CORRECTION:

THIS JOB INCLUDES ALL REQUIRED STEPS TO RECALIBRATE TRANSMISSION.

Took machine outside and drove it around to warm the transmission up. Once the transmission was at temperature I went through the steps of the calibration. Once the machine was done calibrating I checked for codes, there were none. Then I took the machine out to the yard

Labor: \$71.00	Parts: \$0.00	OL&M: \$0.00	Misc: \$0.00	Sub-Total: \$71.00
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770GF999998 Internal

COMPLAINT:

04 SCARIFIER SHANK TIP, REPLACE-9

CORRECTION:



Murphy Tractor & Equipment Co., Inc.
 8600 NE Parvin Rd
 Kansas City, MO 64161
 Phone: 816-483-5000
 Toll Free: 888-306-3434



JOHN DEERE

Invoice To Account No: 0

Deliver To:

SERVICE INVOICE

Internal Used Stock No. 162566	Internal Used Stock No. 162566	Invoice Number: 1838165
Bus Phone:	Bus Phone:	Invoice Date: 6/14/2022
Prv Phone:	Prv Phone:	Location: 12
		Work Order Number: 406235
		Payment Type: Account
		Page: 2 of 7
Make/Model:	Meter:	Serial Number:
JOHN DEERE 770G MOTOR GRADER		1DW770GXVHF680807
		Eq ID: 154383
		Fleet No:

770GF999998 Internal
 Went to go get the parts.
 Brought the machine in.
 Took the teeth off.
 Put the new teeth on.

<u>Part Number</u>	<u>Description</u>	<u>Quantity</u>	<u>List Price</u>	<u>Net Price</u>	<u>Extended Price</u>	<u>Taxed Ind</u>
T6Y5230	TOOTH	9.00	27.90	27.90	\$251.10	N
Labor: \$106.50		Parts: \$251.10		OL&M: \$0.00		Misc: \$0.00
Sub-Total: \$357.60						

770GG1013316 Internal
 COMPLAINT:
 05 CIRCLE WEAR STRIPS, R&R
 CORRECTION:



Murphy Tractor & Equipment Co., Inc.
 8600 NE Parvin Rd
 Kansas City, MO 64161
 Phone: 816-483-5000
 Toll Free: 888-306-3434



JOHN DEERE

Invoice To Account No: 0

Deliver To:

SERVICE INVOICE

Internal Used Stock No. 162566	Internal Used Stock No. 162566	Invoice Number: 1838165
		Invoice Date: 6/14/2022
		Location: 12
Bus Phone:	Bus Phone:	Work Order Number: 406235
Prv Phone:	Prv Phone:	Payment Type: Account
		Page: 3 of 7

Make/Model:	Meter:	Serial Number:	Eq ID:	Fleet No:
JOHN DEERE 770G MOTOR GRADER		1DW770GXVHF680807	154383	

770GG1013316 Internal
 Remove and replace circle wear strips
 Remove the missing wear strip.
 Put the new one in.
 Had to remove the draft bolts and adjusting bolts.
 Back it out to get the wear strip in.
 Got the wear strip in.
 Adjust the wear strip.
 Put new ones in the fronts.
 Rotate the back towards to the cab to get the other wear strips.
 Took the wear strips out.
 Try to put the new one in.
 It wouldn't go in.
 Remove the adjusting bolts and draft bolts.
 Got the new one.
 Adjust the wear strips.
 Tighten the draft bolts.
 Went to the other side and remove the wear strips out.
 Put the new one in.
 Remove the other wear strip out.
 Try to put the new one in and it wouldn't let.
 Remove the draft bolts out and adjusting bolts.
 Put the new one in.
 Adjust the wear strip.
 Rotate the blade all the way around to see if there any binding or jerk.
 Had chris test it out.
 Torque the draft bolts.
 Put the jam nut on the adjusting bolts.

Part Number	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind
T453854	Insert	6.00	31.00	31.00	\$186.00	N
Labor: \$710.00		Parts: \$186.00		OL&M: \$0.00		Misc: \$0.00
				Sub-Total: \$896.00		

Gen1- Internal
 COMPLAINT:
 06 replace valve cover (T252587)

CORRECTION:



Murphy Tractor & Equipment Co., Inc.
 8600 NE Parvin Rd
 Kansas City, MO 64161
 Phone: 816-483-5000
 Toll Free: 888-306-3434



JOHN DEERE

Invoice To Account No: 0

Deliver To:

SERVICE INVOICE

Internal Used Stock No. 162566	Internal Used Stock No. 162566	Invoice Number: 1838165
		Invoice Date: 6/14/2022
		Location: 12
Bus Phone:	Bus Phone:	Work Order Number: 406235
Prv Phone:	Prv Phone:	Payment Type: Account
		Page: 4 of 7
Make/Model:	Meter:	Serial Number:
JOHN DEERE 770G MOTOR GRADER		1DW770GXVHF680807
		Eq ID: 154383
		Fleet No:

Gen1- Internal

Notice the light bracket is bent.
 Took a picture and went to show it to spencer.
 Took the light off.
 Heat the bracket.
 Bend it back as far I can get it to go.
 Took the cover off.
 Notice the new cover is for the right side not the left side.
 Had to go get the right one.
 Pick up tools
 Had to help matt grease a hammer.
 Got the new cover.
 Put the cover on.

Part Number	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind
T252587	VALVE COVE	1.00	382.37	382.37	\$382.37	N
Labor: \$394.37	Parts: \$382.37	OL&M: \$0.00	Misc: \$0.00	Sub-Total: \$776.74		

770GG1058348 Internal

COMPLAINT:
 07 MIRROR, REAR VIEW - R&REACH EXTERIOR

CORRECTION:

Remove mounting hardware.
 R&R mirror assembly.
 Re-attach and secure mirror.
 Unplugged the heater harness.
 Cut the zip tie off the harness.
 Took the mirror off.
 Put the new mirror on.
 Put zip ties on.
 Connect the heater harness.

Part Number	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind
AT356100	REAR VIEW	1.00	171.33	171.33	\$171.33	N
26663	5/16X13-3/8 TY RAP	3.00	1.75	1.75	\$5.25	N
Miscellaneous	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind



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 8600 NE Parvin Rd
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 Phone: 816-483-5000
 Toll Free: 888-306-3434



Invoice To Account No: 0

Deliver To:

SERVICE INVOICE

Internal Used Stock No. 162566	Internal Used Stock No. 162566	Invoice Number:	1838165
		Invoice Date:	6/14/2022
		Location:	12
		Work Order Number:	406235
		Payment Type:	Account
Bus Phone:	Bus Phone:	Page:	5 of 7
Prv Phone:	Prv Phone:		
Make/Model:	Meter:	Serial Number:	Eq ID:
JOHN DEERE 770G MOTOR GRADER		1DW770GXVHF680807	154383
			Fleet No:

770GG1058348 Internal								
FREIGHT	FREIGHT & SHIPPING	1.00	84.16	84.16	\$84.16	N		
Labor: \$56.80	Parts: \$176.58	OL&M: \$0.00	Misc: \$84.16	Sub-Total: \$317.54				

Gen2- Internal
 COMPLAINT:
 08 replace damaged steps and brackets

CORRECTION:
 Took the step off and put the new one together
 Test it out.
 Took the step off the right side of the cab.
 Notice the strap is bad.
 Couldn't get washers to save it.
 Went to go get the strap.
 Put the new strap back on.
 Took the old steps off and bent them back in place.
 Put the step back on.
 Test them out.

Part Number	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind
14M7593	LOCK NUT	14.00	2.34	2.34	\$32.76	N
19M10011	SCREW	4.00	3.62	3.62	\$14.48	N
19M9847	Screw	10.00	3.65	3.65	\$36.50	N
24M7545	WASHER	6.00	1.86	1.86	\$11.16	N
24M7618	Washer	6.00	1.70	1.70	\$13.60	N
T232513	BRACKET	1.00	217.08	217.08	\$217.08	N
T288425	STRAP	1.00	145.83	145.83	\$145.83	N
T313375	Step	3.00	84.58	84.58	\$253.74	N
T313377	Strap	6.00	9.32	9.32	\$55.92	N

Labor: \$403.13	Parts: \$781.07	OL&M: \$0.00	Misc: \$0.00	Sub-Total: \$1,184.20
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Murphy Tractor & Equipment Co., Inc.
 8600 NE Parvin Rd
 Kansas City, MO 64161
 Phone: 816-483-5000
 Toll Free: 888-306-3434



Invoice To Account No: 0

Deliver To:

SERVICE INVOICE

Internal Used Stock No 162566	Internal Used Stock No 162566	Invoice Number: 1838165
		Invoice Date: 6/14/2022
		Location: 12
		Work Order Number: 406235
		Payment Type: Account
Bus Phone:	Bus Phone:	Page: 6 of 7
Prv Phone:	Prv Phone:	
Make/Model:	Meter:	Serial Number:
JOHN DEERE 770G MOTOR GRADER		1DW770GXVHF680807
		Eq ID: 154383
		Fleet No:

770GF999728 Internal
COMPLAINT:
 09 EQUIPMENT FRAME WORKLIGHT BULB, REPLACE-1

CORRECTION:
 THIS JOB INCLUDES ALL REQUIRED STEPS TO REPLACE EQUIPMENT FRAME WORKLIGHT (1).
 Took the light bulb out.
 put the new light in.
 Test it.
 It stay on and went it way.
 Check the bulb and it was burn out. I was given the wrong bulb.
 Replaced bulb again with correct bulb and it works as it should.

Part Number	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind
AT135758	BULB	1.00	25.88	25.88	\$25.88	N
Labor: \$14.20		Parts: \$25.88		OL&M: \$0.00		Misc: \$0.00
				Sub-Total: \$40.08		

Gen3- Internal
COMPLAINT:
 10 clean out packed dirt to gain access to def header

CORRECTION:
 Took grader to wash bay and washed rock dust from fuel tank/def tank area



Murphy Tractor & Equipment Co., Inc.
 8600 NE Parvin Rd
 Kansas City, MO 64161
 Phone: 816-483-5000
 Toll Free: 888-306-3434



JOHN DEERE

SERVICE INVOICE

Invoice To Account No: 0

Deliver To:

Internal Used Stock No. 162566	Internal Used Stock No. 162566	Invoice Number: 1838165
		Invoice Date: 6/14/2022
		Location: 12
		Work Order Number: 406235
		Payment Type: Account
Bus Phone:	Bus Phone:	Page: 7 of 7
Prv Phone:	Prv Phone:	
Make/Model:	Meter:	Serial Number:
		Eq ID:
		Fleet No:
JOHN DEERE 770G MOTOR GRADER		1DW770GXVHF680807
		154383

Gen3- Internal

Labor: \$376.50	Parts: \$0.00	OL&M: \$0.00	Misc: \$0.00	Sub-Total: \$376.50
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Miscellaneous Charges:
 Service Accessories

\$161.62

Please remit payments to Murphy Tractor at the address shown on your monthly statement.

Customer PO No:	
Tax Exempt No:	
Advisor:	SPENCER TAYLOR

Labor:	\$2,308.85
Parts:	\$2,072.47
OL&M:	\$0.00
Misc:	\$245.78
Sales Tax:	\$0.00
Grand Total:	\$4,627.10

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TERMS AND CONDITIONS

Receipt of above described merchandise and/or labor at prices specified is hereby acknowledged. In the event the same is not fully paid in 30 days, I agree to pay a monthly periodic finance charge at the rate of 1.5% which is an annual rate of 18% on unpaid balances.

Received by: Date:



Murphy Tractor & Equipment Co., Inc.
 8600 NE Parvin Rd
 Kansas City, MO 64161
 Phone: 816-483-5000
 Toll Free: 888-306-3434



Invoice To Account No: 0

Deliver To:

SERVICE INVOICE

Workshop Sundry Invoice		Invoice Number: 1840388
		Invoice Date: 6/17/2022
		Location: 12
		Work Order Number: 406703
		Payment Type: Account
Bus Phone:	Bus Phone:	Page: 1 of 2
Prv Phone:	Prv Phone:	
Make/Model:	Meter:	Serial Number:
JOHN DEERE 770G MOTOR GRADER		1CW770GXVHF680907
		Eq ID: 154383
		Fleet No:

/Diagn - 1 Misc

COMPLAINT:

03 check machine for blowing work light bulb

CORRECTION:

Try to put the machine in reverse and it wouldn't let me go in reverse.
 Look for actives codes; HWD 2003.09, VCU 2003.09, PDU 2003.09, VCU 237.31, VCU 521465.02, VCU 1762.04.
 Check if there was an update on the VCU.
 There was an update for the VCU.
 Reprogram the VCU.
 See if the code went away.
 Some did and some did not.
 VCU 237.13, VCU 237.31, VCU 1762.04, VCU 2003.09
 Check the fuse and f24 fuse was blown.
 Went to go get the fuse up at the part counter.
 Put the new fuse in.
 Check the if it would go in reverse.
 It did.
 Went to go get a new bulb.
 Plugged it in and test it.
 It works.
 Check the other bulb and it was wrong part number

<u>Part Number</u>	<u>Description</u>	<u>Quantity</u>	<u>List Price</u>	<u>Net Price</u>	<u>Extended Price</u>	<u>Taxed Ind</u>
57M7689	FUSE	2.00	1.79	1.79	\$3.58	N
AT135758	BULB	1.00	25.88	25.88	\$25.88	N
Labor: \$403.12	Parts: \$29.46	OL&M: \$0.00	Misc: \$0.00	Sub-Total: \$432.58		

/NR-REWORK Misc

COMPLAINT:

04 Rework

CORRECTION:



Murphy Tractor & Equipment Co., Inc.
 8600 NE Parvin Rd
 Kansas City, MO 64161
 Phone: 816-483-5000
 Toll Free: 888-306-3434



Invoice To Account No: 0

Deliver To

SERVICE INVOICE

Workshop Sundry Invoice		Invoice Number:	1840388
		Invoice Date:	6/17/2022
		Location:	12
		Work Order Number:	406703
		Payment Type:	Account
Bus Phone:		Page:	2 of 2
Prv Phone:			
Make/Model:	Meter:	Serial Number:	Eq ID: Fleet No:
JOHN DEERE 770G MOTOR GRADER		1DW770GXVHF680807	154383

/NR-REWORK Misc

Labor: (\$403.12)	Parts: \$0.00	OL&M: \$0.00	Misc: \$0.00	Sub-Total: (\$403.12)
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Please remit payments to Murphy Tractor at the address shown on your monthly statement.

Customer PO No:	
Tax Exempt No:	
Advisor:	SPENCER TAYLOR

Labor:	\$0.00
Parts:	\$29.46
OL&M:	\$0.00
Misc:	\$0.00
Sales Tax:	\$0.00
Grand Total:	\$29.46

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Received by: _____ Date: _____



Murphy Tractor & Equipment Co., Inc.
 8600 NE Parvin Rd
 Kansas City, MO 64161
 Phone: 816-483-5000
 Toll Free: 888-306-3434



SERVICE INVOICE

Invoice To Account No: 0

Deliver To:

Internal Used Stock No. 162566	Internal Used Stock No. 162566	Invoice Number: 1929669
		Invoice Date: 11/14/2022
		Location: 12
		Work Order Number: 426249
		Payment Type: Account
Bus Phone:	Bus Phone:	Page: 1 of 1
Prv Phone:	Prv Phone:	
Make/Model:	Meter:	Serial Number:
JOHN DEERE 770G MOTOR GRADER		1DW770GXVHF680807
		Eq ID: 154383
		Fleet No:

770GG1013356 Internal
COMPLAINT:
 01 BATTERY, R&RBOTH

CORRECTION:
 Remove and replace battery.

11-14-22 (1.36/0.32)
 Located machine in yard. Took batteries to yard. Took off shield and bracket to get to batteries. Removed terminals. Removed old batteries. Put new batteries in. Put bracket and shields back on. Turned machine on. It starts as it should at this time.

Part Number	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind
TY23020B	BATTERY, WET	2.00	377.60	377.60	\$755.20	N
TY23020B-CR	CORE for:Wet Charged Battery	-2.00	54.00	54.00	(\$108.00)	N
Labor: \$284.00		Parts: \$647.20		OL&M: \$0.00		Misc: \$0.00
Sub-Total: \$931.20						

Miscellaneous Charges:
 Service Accessories \$19.88

Please remit payments to Murphy Tractor at the address shown on your monthly statement.

Customer PO No:	
Tax Exempt No:	
Advisor:	SPENCER TAYLOR

Labor:	\$284.00
Parts:	\$647.20
OL&M:	\$0.00
Misc:	\$19.88
Sales Tax:	\$0.00
Grand Total:	\$951.08

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TERMS AND CONDITIONS

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Received by: Date:



Murphy Tractor & Equipment Co., Inc.
 6100 Arbor Rd
 Lincoln, NE 68517
 Phone: 402-467-1300
 Toll Free: 800-416-5518



Invoice To Account No: 0

Deliver To:

SERVICE INVOICE

Internal Used Stock No. 162566	Internal Used Stock No. 162566	Invoice Number:	2088618
		Invoice Date:	8/22/2023
		Location:	08
Bus Phone:	Bus Phone	Work Order Number:	461140
Prv Phone:	Prv Phone	Payment Type:	Account
		Page:	1 of 2
Make/Model:	Meter:	Serial Number:	Eq ID:
JOHN DEERE 770G MOTOR GRADER		1DW770GXVHF680807	154383
			Fleet No:

/Diagn - 1 Internal
 COMPLAINT:
 01 General diagnostics

CORRECTION:
 machine had active code 001639 18
 machine hyd fan speed low
 fan speed sensor checked fro gorund and voltage. grounds and voltages checked okay. harness inspected and was okay.
 hyd fan motor speed test was conducted and completed with no issues found
 hyd fan speed sensor test conducted and found sensor was reading extremely high hz compared to spec. machine fan speed is off
 by 120 rpms
 new speed sensor is to be installed in fan motor

machine fan door opened. machine fan cover removed. fan blade removed from fan motor
 speed sensor unplugged from machine hamess.
 sensor removed from fan motor and inspected. sensor was covered in oil. no signs of failure on fan motor. new sensor installed in
 motor. sensor hamess tied up to fan door. fan installed in motor. fan screen installed over fan. fan door closed and machine ran to
 verify fix. machine active code was no longer active. machine operated around shop and no actives codes appeared.

<u>Part Number</u>	<u>Description</u>	<u>Quantity</u>	<u>List Price</u>	<u>Net Price</u>	<u>Extended Price</u>	<u>Taxed Ind</u>
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Murphy Tractor & Equipment Co., Inc.
 6100 Arbor Rd
 Lincoln, NE 68517
 Phone: 402-467-1300
 Toll Free: 800-416-5518



SERVICE INVOICE

Invoice To Account No: 0

Deliver To:

Internal Used Stock No. 162566	Internal Used Stock No. 162566	Invoice Number: 2088618
		Invoice Date: 8/22/2023
		Location: 08
		Work Order Number: 461140
		Payment Type: Account
Bus Phone	Bus Phone:	Page: 2 of 2
Prv Phone:	Prv Phone:	
Make/Model:	Meter:	Serial Number:
JOHN DEERE 770G MOTOR GRADER		1DW770GXVHF680807
		Eq ID: 154383
		Fleet No:

/Diagn - 1 Internal							
AT370048	SENSOR	1.00	165.50	165.50	\$165.50	N	

Labor: \$404.38 Parts: \$165.50 OL&M: \$0.00 Misc: \$0.00 Sub-Total: \$569.88

Miscellaneous Charges:

Service Accessories \$28.31

Please remit payments to Murphy Tractor at the address shown on your monthly statement.

Customer PO No:	
Tax Exempt No:	
Advisor:	SHANNON BAUER

Labor:	\$404.38
Parts:	\$165.50
OL&M:	\$0.00
Misc:	\$28.31
Sales Tax:	\$0.00
Grand Total:	\$598.19

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TERMS AND CONDITIONS

Receipt of above described merchandise and/or labor at prices specified is hereby acknowledged. In the event the same is not fully paid in 30 days, I agree to pay a monthly periodic finance charge at the rate of 1.5% which is an annual rate of 18% on unpaid balances.

Received by: Date:



Murphy Tractor & Equipment Co., Inc.
 6100 Arbor Rd
 Lincoln, NE 68517
 Phone: 402-467-1300
 Toll Free: 800-416-5518



SERVICE INVOICE

Invoice To Account No: 0

Deliver To:

Internal Used Stock No. 162566	Internal Used Stock No. 162566	Invoice Number: 2095288
		Invoice Date: 9/1/2023
		Location: 08
		Work Order Number: 462904
		Payment Type: Account
Bus Phone:	Bus Phone:	Page: 1 of 2
Prv Phone:	Prv Phone:	
Make/Model:	Meter: Serial Number: Eq ID: Fleet No:	
JOHN DEERE 770G MOTOR GRADER	5758 1DW770GXVHF680807 154383	

770GF999735 Internal

COMPLAINT:

02 FRONT HEAD LIGHT ASSEMBLY, REPLACE-2

CAUSE:

Bulb was out

CORRECTION:

Grabbed new light bulb from parts department and billed out to w/o
 Removed headlamp.
 Disassembled head lamp and removed bulb.
 Replaced bulb.
 Installed headlamp.
 Checked operation, all okay.

Part Number	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind
AT135758	BULB	1.00	25.88	25.88	\$25.88	N
Labor: \$77.50						
Parts: \$25.88						
OL&M: \$0.00						
Misc: \$0.00						
Sub-Total: \$103.38						

770GF999086 Internal

COMPLAINT:

03 OIL FILTER ELEMENT, REPLACE

CAUSE:

Filter leaking

CORRECTION:

Grabbed filter from parts department.
 Removed old oil filter.
 Cleaned mating surface on filter head.
 Applied light film of clean oil to new o ring.
 Installed new filter
 Ran machine and checked for leaks, all okay.

Part Number	Description	Quantity	List Price	Net Price	Extended Price	Taxed Ind
-------------	-------------	----------	------------	-----------	----------------	-----------



Murphy Tractor & Equipment Co., Inc.
 6100 Arbor Rd
 Lincoln, NE 68517
 Phone: 402-467-1300
 Toll Free: 800-416-5518



JOHN DEERE

Invoice To Account No: 0

Deliver To:

SERVICE INVOICE

Internal Used Stock No. 162566	Internal Used Stock No. 162566	Invoice Number: 2095288
Bus Phone:	Bus Phone:	Invoice Date: 9/1/2023
Prv Phone:	Prv Phone:	Location: 08
		Work Order Number: 462904
		Payment Type: Account
		Page: 2 of 2
Make/Model:	Meter:	Serial Number:
JOHN DEERE 770G MOTOR GRADER	5758	1DW770GXVHF680807
		Eq ID: 154383
		Fleet No:

770GF999086 Internal						
DZ118283	FILTER KIT	1.00	23.69	23.69	\$23.69	N
Labor: \$100.75	Parts: \$23.69	OL&M: \$0.00	Misc: \$0.00	Sub-Total:	\$124.44	

Miscellaneous Charges:
 Service Accessories \$12.48

Please remit payments to Murphy Tractor at the address shown on your monthly statement.

Customer PO No:	
Tax Exempt No:	
Advisor:	JASE BREECE

Labor:	\$178.25
Parts:	\$49.57
OL&M:	\$0.00
Misc:	\$12.48
Sales Tax:	\$0.00
Grand Total:	\$240.30

*** DOCUMENT COPY ***

TERMS AND CONDITIONS

Receipt of above described merchandise and/or labor at prices specified is hereby acknowledged. In the event the same is not fully paid in 30 days, I agree to pay a monthly periodic finance charge at the rate of 1.5% which is an annual rate of 18% on unpaid balances.

Received by: Date:

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 2023		SUBMITTED BY: David 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:

Logan Contractors Supply, Inc Marathon TPS250PT purchase

SYNOPSIS/BACKGROUND:

Street dept to purchase a Marathon TPS250PT reel and hand wand to replace ST#105, a 2010 Marathon tack sprayer. The old equipment will be auctioned.

FISCAL IMPACT: \$19,800.00 BUDGETED FUNDS?: YES 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): CIPST24(11)

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER: 10-15-7100

RECOMMENDATION:

Approve the purchase of the Marathon TPS250PT Reel and Hand Wand for the Street Dept.

ATTACHMENTS:

1. Quote	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:







QUOTE

**THIS QUOTE IS SPECIFICALLY PRESENTED TO:
CITY OF BELLEVUE, NEBRASKA**

TO: BOBBY RIGGS

DATE: 12/08/2023

<u>QTY</u>	<u>ITEM/DESCRIPTION</u>	<u>PRICE/PER</u>
1	MARATHON TPS250PT REEL AND HAND WAND	\$19,800.00

*PRICE INCLUDES FREIGHT

*LEAD TIME – 10-14 DAYS

PRICE GOOD FOR 30 DAYS FROM DATE ON QUOTE

4114 State Street Bettendorf, IA 52722 Ph: 563-441-2949 Fax: 563-441-2953
4101 106th Street Des Moines, IA 50322 Ph: 515-253-9048 Fax: 515-253-9491
1325 S. Enterprise Dr. Olathe, KS. 66061 Ph: 913-768-1551 Fax: 913-768-1171
6544 L Street Omaha, NE 68117 Ph: 402-339-3900 Fax: 402-597-0694
www.logancontractors.com

Price quote for:	Trailer Mounted Oil Distributor/ Supply Trailer			
Vendor:	Midstates Equipment and Supply			
Model:	Marathon TPS250 Tack Sprayer			
Spec #	Description	Qty	Price	Subtotal
1.0	Price for Base Unit:	1	\$ 20,100.00	\$ 20,100.00
2.0	Tank & Accessories Options			
3.0	Pump /Circulating System Options			
3.1	Hand Wand Material Re-circulation Plumbing	1	\$ 440.00	\$ 440.00
3.2	12 gal. Waste Recovery Tank		\$ 495.00	\$ -
4.0	Spray Bar Options			
4.1	6' Spray Bar with 4hp Honda and 18 GPM pumping system & Operators Platform		\$ 4,070.00	\$ -
4.2	8' Spray Bar with 5.5hp Honda and 18 GPM pumping system & Operators Platform		\$ 5,170.00	\$ -
4.3	Air Operated Ball Valve w/Cab Control & Compressor for spray bar option		\$ 4,153.00	\$ -
5.0	Heating System Options			
5.1	Automatic Temperature Control with Electronic Ignition with Battery & Charger. (propane)		\$ 4,290.00	\$ -
5.2	Flame-Out Protection on Vapour Propane Burners (2)		\$ 495.00	\$ -
5.3	120V 1500W Overnight Heater (max temp 100F to 120F)		\$ 2,475.00	\$ -
5.4	180,000 BTU Vapour Propane Hand Torch/15' hose and Bottle Holder		\$ 533.00	\$ -
6.0	Control/Instrumentations Options		NA	
7.0	Engine Options		NA	
8.0	Trailer Options			
8.1	Spare Tire & Rim Mounted to Trailer		\$ 935.00	\$ -
8.2	2-5/16" Ball Hitch		\$ 330.00	\$ -
8.3	Jack Leg w/Swivel Caster Wheel (replaces standard flat plate on jack leg)		\$ 380.00	\$ -
8.4	Aluminum Rims each		\$ 220.00	\$ -
8.5	Tool Box Mounted on Trailer		\$ 479.00	\$ -
9.0	Miscellaneous Options			
9.1	Strobe Light		\$ 660.00	\$ -
9.2	Slow Moving Vehicle Sign		\$ 159.50	\$ -
9.3	Flashing Arrow Stick Upgrade, with LED Arrow Ends		\$ 3,405.00	\$ -
9.4	Alternate Standard Paint Color (blue, black, orange, yellow and red)		\$ 440.00	\$ -
10.0	Extended Warranty Options		NA	
11.0	Delivery Charges			
11.1	Delivery Starting Point - City, State, Zip Mountain Lake, MN 56159			
11.2	Price per loaded mile		\$0.95	\$ -
12.0	Discount Off List Price for Related Parts and Accessories			
12.1	% Discount		Fixed	
12.1	Price List Date and Number		11/1/2022	
13.0	Shop Labor Rates Per Hour			
13.1	Repair Shop		\$ 85.00	\$ -
13.2	Body Shop		NA	
14.0	New Equipment Rental Program		NA	
14.1	Hourly Rental Rate:		NA	
14.2	Weekly Rental Rate:		NA	
14.3	Monthly Rental Rate:		NA	
14.4	Percent (%) of Rental Fee applied to purchase price:		NA	
Total Cost:			\$ 20,540.00	

* INFO ONLY
 LOGAN ASKE TO OFFER BETTER PRICING
 OVER MN CPV CONTRACT, \$140.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 2023		SUBMITTED BY: David 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:

Logan Contractors Supply, Inc Falcon 4 Ton Hot Box

SYNOPSIS/BACKGROUND:

Street Dept. purchase of a Falcon 4 Ton Hot Box to replace ST #107, 2017 4-ton Falcon hot box trailer. Once replacement is purchase, 2017 will be auctioned.

FISCAL IMPACT: \$67,723.00 BUDGETED FUNDS?: YES 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): CIPST24(11)\$

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER: 10-15-7100

RECOMMENDATION:

Approve the purchase of the 4 Ton Hot Box for the Street Dept

ATTACHMENTS:


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

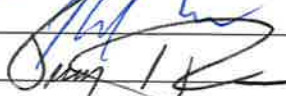
SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:







QUOTE

**THIS QUOTE IS SPECIFICALLY PRESENTED TO:
CITY OF BELLEVUE, NEBRASKA**

TO: BOBBY RIGGS

DATE: 12/08/2023

<u>QTY</u>	<u>ITEM/DESCRIPTION</u>	<u>PRICE/PER</u>
1	FALCON 4 TON HOT BOX	\$67,723.00

OPTIONS AS NOTED PER MN DOT SWIFT EVENT

CPV P-961(5) * 221872

*FREIGHT MAY BE + OR - WHAT WAS NOTED ON OPTIONS LIST

*PRICE GOOD UNTIL JANUARY 15, 2024

4114 State Street Bettendorf, IA 52722 Ph: 563-441-2949 Fax: 563-441-2953
4101 106th Street Des Moines, IA 50322 Ph: 515-253-9048 Fax: 515-253-9491
1325 S. Enterprise Dr. Olathe, KS. 66061 Ph: 913-768-1551 Fax: 913-768-1171
6544 L Street Omaha, NE 68117 Ph: 402-339-3900 Fax: 402-597-0694
www.logancontractors.com

SWIFT Event No.13366

Exhibit D - Makes and Models Offered

(Typed Responses Required)

Add Additional lines under each section if needed

Specification No. 1.0 - Pothole Patch/Recycler	
Manufacturer	Manufacturer Model Number/Name
FALCON	2T1B/2 TON TRAILER
FALCON	4T1B/4 TON TRAILER
FALCON	4T2B/4 TON RECYCLER TRAILER
FALCON	6T2B/6 TON RECYCLER TRAILER
FALCON	2T1B-SI/2 TON SLIP IN
FALCON	3T1B/3 TON SLIP IN
FALCON	3T2B/3 TON RECYCLER SLIP IN
FALCON	4T1B/4 TON SLIP IN
FALCON	4T2B/4 TON RECYCLER SLIP IN
FALCON	5T1B/5 TON SLIP IN
FALCON	5T2B/5 TON RECYCLER SLIP IN
FALCON	6T2B-SI/6 TON RECYCLER SLIP IN
FALCON	8T2B-SI/8 TON RECYCLER SLIP IN
FALCON	10T2B-SI/10 TON RECYCLER SLIP IN

Specification No. 6.0 - Trailer Mounted Oil Distributor/ Supply Trailer	
Manufacturer	Manufacturer Model Number/Name
FALCON	150G
FALCON	250G
FALCON	500G

Pothole Patch/Recycler Option Pricing

VENDOR NAME:

FALCON ROAD MAINTENANCE EQUIPMENT, LLC

MAKE/MODEL:

FALCON / 2 TON TANDEM AXLE TRAILER / 2T1B

Total \$ 67,723.00

Spec #	Description	Qty	Price	Subtotal
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1.1.0 Price for Pothole Patch/Recycler Base Unit:	1	\$ 23,890.00	\$ 23,890.00
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FOR OPTIONAL ITEMS AVAILABLE IN LIEU OF THE STANDARD ITEMS OFFERED, THE PRICE SHALL BE THE DIFFERENCE PAID TO

1.2.0 Hopper Options:

1.2.1 3 TON HOPPER CAPACITY		\$ 4,509.00	\$ -
1.2.2 4 TON HOPPER CAPACITY	1	\$ 6,552.00	\$ 6,552.00
1.2.3 Catwalk for Pothole patch units must meet OSHA 29CFR-1910, Subpart D		\$ 605.00	\$ -
1.2.4 Front and Rear Hopper Extensions	1	\$ 549.00	\$ 549.00

1.3.0 Burner/Heater Options:

1.3.1 Beckett Diesel Fuel Pre-Heater (Price per diesel Burner)	1	\$ 368.00	\$ 368.00
1.3.2 Dual burner recycling package with 24-hour timer (Only 3-4 ton capacity - diesel only)		\$ 5,461.00	\$ -
1.3.3 Dual burner recycling package with 7 day timer (Only 3-4 ton capacity - diesel only)		\$ 5,601.00	\$ -
1.3.4 Electric Overnight Heat - 110V (Includes two 1,500 watt heating elements and two 110V plugs)		\$ 2,710.00	\$ -
1.3.5 Electric Overnight Heat - 240V (Includes two 1,500 watt heating elements and one 240V plug)		\$ 3,092.00	\$ -
1.3.6 Oil-jacketed hopper	1	\$ 4,694.00	\$ 4,694.00
1.3.7 Cold Weather Package - 12V System	1	\$ 4,556.00	\$ 4,556.00
1.3.8 Liquid Propane burner (in place of vapor draw)		\$ 200.00	\$ -

1.4.0 Torch/Sprayer Options:

1.4.1 Hand-Held Torch with Mounting Bracket for 20-LB Propane Tank (Tank not supplied)		\$ 582.00	\$ -
1.4.2 Spray System for Heated Tack Tank - High Volume (for water-based tack - 5.5 HP Honda Motor - Viking HL32 Pump - 1/2" Hose)		\$ 3,926.00	\$ -

1.5.0 Hose Reel Options:

1.5.1 Hose Reel for Propane Torch (Vicon Seal)		\$ 862.00	\$ -
1.5.2 Hose Reel for 5.5 HP Spray System (25 ft 1/2" Hose)		\$ 862.00	\$ -

1.6.0 Tank Options:

1.6.1 30 gallon non-heated / non-insulated / gravity feed tack tank		\$ 1,772.00	\$ -
1.6.2 30 gallon heated / insulated / gravity feed tack tank		\$ 4,452.00	\$ -
1.6.3 30 gallon heated / insulated / gravity feed/ oil-jacketed / AC Melter tack tank		\$ 7,386.00	\$ -
1.6.4 50 gallon heated / insulated / gravity feed tack tank		\$ 5,097.00	\$ -

1.7.0 Trailer Options:

1.7.1	SINGLE AXLE - FOR 2 TON NON DUMP HOPPERS ONLY (DEDUCT)		\$ (2,224.00)	\$ -
1.7.2	Bracket for Hydraulic Pendant Mounted on Rear of Trailer (each)		\$ 64.00	\$ -
1.7.3	Dump Trailer (Power up and gravity down)		\$ 5,663.00	\$ -
1.7.4	Dump Trailer (Power up and power down)	1	\$ 6,249.00	\$ 6,249.00
1.7.5	SHORT FRAME - 14'		\$ 625.00	\$ -
1.7.6	Single Frame Extension (includes frame rail upgrade to 2x8 tubing) - 18'	1	\$ 2,363.00	\$ 2,363.00
1.7.7	Double Frame Extension (includes frame rail upgrade to 2x10 tubing and two 7k torsion axles) - 20'		\$ 3,175.00	\$ -
1.7.8	Extended Trailer Hitch (2 feet total)		\$ 222.00	\$ -
1.7.9	Extended Trailer Hitch (3 feet total)	1	\$ 265.00	\$ 265.00
1.7.10	Spare Tire with 8-bolt wheel and 16" tire		\$ 334.00	\$ -
1.7.11	Spare tire holder		\$ 375.00	\$ -
1.7.12	Surge brakes Tandem Leaf Spring Axle frame only (free backing)	1	\$ 1,577.00	\$ 1,577.00
1.7.13	Torsion Axles (two 7k axles)	1	\$ 968.00	\$ 968.00
1.7.14	9k Trailer Suspension Upgrade (slipper spring axle trailer only)		\$ 1,330.00	\$ -

1.8.0 Cab & Chassis Options: N/A**1.9.0 Lighting Options:**

1.9.1	Strobe Warning Light with Mounting Bracket	1	\$ 521.00	\$ 521.00
1.9.2	LED arrow stick	1	\$ 1,438.00	\$ 1,438.00
1.9.3	Backup lights		\$ 278.00	\$ -
1.9.4	LED night work lights	1	\$ 479.00	\$ 479.00

1.10.0 Arrow Board Options:

1.10.1	LED arrow board		\$ 1,848.00	\$ -
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1.11.0 Other Options:

1.11.1	Upgrade to Hydraulic Unloading and Loading Doors		\$ 4,572.00	\$ -
1.11.2	Upgrade to Hydraulic Unloading Door Only		\$ 1,932.00	\$ -
1.11.3	Release Agent Sprayer Basket (8" x 8")	1	\$ 340.00	\$ 340.00
1.11.4	Pour pot mounting bracket		\$ 197.00	\$ -
1.11.5	Compactor Basket (24" x 24" ID)		\$ 355.00	\$ -
1.11.6	Compactor Basket (30" x 30" ID)	1	\$ 480.00	\$ 480.00
1.11.7	Hydraulic compactor basket	1	\$ 1,980.00	\$ 1,980.00
1.11.8	Hoist with 12-Volt Winch (For lifting 1000 LBS)	1	\$ 3,043.00	\$ 3,043.00
1.11.9	Water Tank (15-Gallon Capacity) with Mounting Bracket	1	\$ 842.00	\$ 842.00
1.11.10	Backup Alarm		\$ 206.00	\$ -
1.11.11	Document Holder		\$ 118.00	\$ -
1.11.12	Emergency Stop Button		\$ 445.00	\$ -
1.11.13	Fire Extinguisher (5 pound) with mounting bracket	1	\$ 264.00	\$ 264.00
1.11.14	Fire Extinguisher (10 pound) with mounting bracket		\$ 329.00	\$ -
1.11.15	Hour Meter (For Primary Burner)	1	\$ 183.00	\$ 183.00
1.11.16	Slow Moving Vehicle Decal		\$ 79.00	\$ -
1.11.17	Loading door gas assist shocks (cannot be used with front and rear hopper ext)		\$ 452.00	\$ -
1.11.18	Step to Hopper Access Platform (each)		\$ 278.00	\$ -
1.11.19	Thermometer 50/550 - Rear Analog		\$ 507.00	\$ 507.00
1.11.20	Tool Box (10 x 10 x 25)		\$ 445.00	\$ -
1.11.21	Tool Holder (2 positions)		\$ 118.00	\$ -
1.11.22	Tool Holder (3 positions)	1	\$ 133.00	\$ 133.00
1.11.23	Tool Holder (5 positions)		\$ 252.00	\$ -
1.11.24	Timer 24 - hour		\$ 396.00	\$ -
1.11.25	Timer 7-day	1	\$ 521.00	\$ 521.00
1.11.26	Washdown System - includes hose reel (12V Pump / 5-Gallon Reservoir)	1	\$ 1,779.00	\$ 1,779.00
1.11.27	Wheel Chocks with Mounting Bracket		\$ 204.00	\$ -
1.11.28	Bomag Plate Compactor BVP18/45-2W w/ Wheels		\$ 3,669.00	\$ -
1.11.29	Vibco Roller GR1600		\$ 3,516.00	\$ -
1.11.30	Vibco Roller GR3200		\$ 12,528.00	\$ -
1.11.31	Solvent Dip Tank	1	\$ 459.00	\$ 459.00
1.11.32	3" Pintle	1	\$ 139.00	\$ 139.00
1.11.33	solar battery maintainer	1	\$ 334.00	\$ 334.00
1.11.34	Flaming river disconnect		\$ 332.00	\$ -

1.12.0 DELIVERY CHARGES

DELIVERY STARTING POINT - City, State, Zip

City: FREELAND

State: MI Zip:48623

Price per loaded mile 750 | \$ 3.00 | \$ 2,250.00

- 1.13.0 **NEW EQUIPMENT RENTAL PROGRAM NA**
- 1.14.0 **VENDOR OWNED RENTAL RETURN OR DEMO EQUIPMENT PROGRAM NA**
- 1.15.0 **DISCOUNT OFF LIST PRICE FOR RELATED PARTS AND ACCESSORIES NA**

Total \$ 67,723.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 2023		SUBMITTED BY: David 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:

Replace/Upgrade GPS Survey Unit for public works

SYNOPSIS/BACKGROUND:

To purchase new GPS Survey equipment to replace outdated and obsolete hardware and software.

FISCAL IMPACT: \$41,248.48 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No COUNTER-PARTY: Seiler Geospatial 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: Replace/Upgrade GPS unit CIP PROJECT NAME: CIPPW24(1)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Authorize the purchase of the GPS system for public works.

ATTACHMENTS:


1. Sales Quote 2. 3. 4. 5. 6.


SIGNATURES:

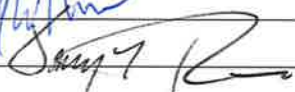
LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:







Contact Name: John Krager III
E-mail: john.krager@bellevue.net
Phone: (402) 293-3144
PO number: John Krager III

Date Issued: 11/27/23
Expiration Date: 12/27/23

Ship To: City of Bellevue, NE
 1500 Wall ST.
 Bellevue, NE 68005
 United States

Bill To: City of Bellevue, NE
 1500 Wall St
 Bellevue, NE 68005
 United States

Quantity	Part Number	Description	Sale Price	Subtotal
1.00	R12I-CFG-001-40	Trimble R12i Configuration Level - R12i Base and Rover Mode Configuration includes: Base mode, Rover / Network Rover mode, GPS Dual Frequency Tracking, GPS Triple Frequency Tracking, SBAS, QZSS, GLONASS, Beidou, Galileo, NavIC (IRNSS), Precision level max/max, Trimble Data Collector support, 20 Hz, Cellular modem activation, Inertial Navigation, xFill Activation, Memory extension to 6GB	\$22,605.00	\$22,605.00
1.00	R12I-101-60-01	Trimble R12i, Model 60, ROW Includes: 89873-00 Trimble R12 Accessory - Transport Case 90914-60 FRU - Receiver Trimble R12i w/ -60 Radio 84302 ANTENNA, RUBBER DUCKY, 410 TO 470 MHZ 176767r One Receiver battery Li-Ion 80751 RECEIVER TO USB DOWNLOAD 80799 CABLE ASSY, RECEIVER TO USB-A RECEPTACLE 93834-10 QUICK RELEASE ADAPTER R12I-OPT-001-00 Trimble R12i Option - Standard Receiver Firmware	\$8,265.00	\$8,265.00
				
1.00	101070-00-01	Trimble Geospatial Accessory - Dual Battery Charger with Power Supply and Power Cord (North America)	\$665.00	\$665.00
				
1.00	89840-00	Trimble R10 Accessory - Rechargeable Battery (7.4V, 3700 mAh, 27.3 Wh) 7.4v, 3700 mAh, 27.3 Wh	\$215.00	\$215.00
				

1.00	TA-GENSURV-P	Trimble Access - General Survey; Perpetual License	\$3,415.00	\$3,415.00
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1.00	5125-20-FLY-GT	99-ROVER ROD,2M,AL,SNAP-LOC,GT	\$180.99	\$180.99
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1.00	5217-04-FLY	BIPOD,TRB,1/2-13SS,ANTI-CRUSH	\$218.49	\$218.49
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1.00	79780-71	Survey Regional VRSNow RTK GNSS 1 Year 12 months	\$1,650.00	\$1,650.00
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1.00	TSC7-2-1111-00	Trimble TSC7 controller?V2?- QWERTY keypad, USB/Serial boot, NA/EMEA region, Standalone INCLUDES: Power supply with cable, Screen protector, Hand strap, 1 set of two batteries, Stylus with tether, Quick start guide	\$5,299.00	\$5,299.00
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1.00	110238-00-1	Trimble EM120 2.4GHz Module	\$1,740.00	\$1,740.00
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1.00	TBC-STA-YR-00-G	Trimble Business Center Starter - Annually, Per Seat (stocking, expires 12 months from invoice date)	\$0.00	\$0.00
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1.00	SURV-TRAIN-1/2DAY	Half Day of Custom Survey Training One half-day of custom training at a Seiler facility or customer site. Price includes any travel costs as long as facility is within 250 miles of a Seiler office. Dates and agenda to be determined. Limit 8 people.	\$950.00	\$950.00
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1.00	121349-01-1	Trimble TSC7 Accessory - Pole Mount	\$245.00	\$245.00
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Sales Quotation

Quote Number: 00093475

1.00	SI-DISC	SEILER DISCOUNT	(\$4,200.00)	(\$4,200.00)
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Total Price: \$41,248.48

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Please Contact Us:

Name: Kevin Hall
Address: 6522 So 118th ST.
 Omaha
 Nebraska, 68137
 United States

Phone: 402-896-4478
Mobile: 402-651-9735
E-mail: khall@seilerinst.com

Terms: Net 30 Days Credit Card Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

All credit card transactions will be charged a 3% surcharge.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at <https://www.seilergeo.com/general-terms-and-conditions/> which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

This Sales Quotation is subject to the [Seiler Maximum Liability and Indemnification Agreement](#), version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____ **Date:** _____

Name: _____ **Title:** _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 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:

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 eighth request for acquisitions and easements. This is a 80/20 split with NDOT.

FISCAL IMPACT: \$13,780.00 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 Acquisition 36th Street CIP PROJECT NAME: CIPST24(05)

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project.

ATTACHMENTS:


- 1. Letter from Midwest Right of W
- 2.
- 3.
- 4.
- 5.
- 6.


SIGNATURES:

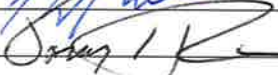
LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:









MIDWEST

R | O | W

midwestrow.com

November 28, 2023

City of Bellevue Public Works
c/o Matt Knight
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street, Sheridan to Platteview
Project #MAPA-3773(1)
Control #22288
Tract #C5

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement, and Warranty Deed for Tract C5, Kathy Zaloudek. 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 county 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 documents should be kept in the completed file.

Please send an original fully executed Purchase Agreement, a copy of the recorded Warranty Deed and a check in amount of \$13,780.00 made payable to:

**Kathy Zaloudek
13711 South 36th Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contract, and a copy of the payment to blissd@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,

Denny Bliss
Acquisition Agent

Enclosures

PURCHASE AGREEMENT

Copies to:

- 1. BUYER
- 2. OWNER

MROW Number: 000605
 Project Name: 36th Street, Sheridan to Platteview
 Project Number: MAPA-3773(1)
 Control Number: 22288
 Tract Number: C5

THIS CONTRACT, made and entered into this 28 day of NOVEMBER, 2023, by and between, KATHY A. ZALOUDEK, aka KATHY ANN ZALOUDEK, a single person Address: 13711 South 36th Street, Bellevue, Nebraska 68123 hereinafter called the OWNER, and the CITY of BELLEVUE, NEBRASKA, hereinafter called the BUYER.

WITNESSETH: In consideration of the payment or payments as specified in attached exhibits:

RIGHT OF WAY

the OWNER hereby agrees to execute to the BUYER, a deed which will be prepared and furnished by the BUYER, to certain real estate described as:

SEE ATTACHED LAND ACQUISITION EXHIBIT

TEMPORARY EASEMENT

the OWNER hereby grants to the BUYER, a Temporary Easement to certain real estate described as:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

The BUYER agrees to purchase the above described Right of Way and/or Easement(s) and to pay, therefore, upon the delivery of said executed Deed and/or Easement(s). If the OWNER so desires, he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

RIGHT OF WAY

Approximately 2,207 SF at \$ 2.50 per SF x 100% \$ 5,520.00 ®

TEMPORARY EASEMENT

Approximately 2,090 SF at \$ 2.50 per SF x 10% x 1.5 years \$ 790.00 ®

LANDSCAPING: Five Plum Shrubs, Two 16'-18' Pine Trees, One 16'-18' Oak Tree, installation, and mulch \$ 7,470.00

TOTAL \$ 13,780.00

It is agreed and understood that the BUYER is hereby granted an immediate right of entry upon the premises described above.

It is understood that the easement area(s) may be used for the temporary relocation of utilities during the construction of the project.

Any fence constructed, reconstructed, or moved by Owner/Tenant pursuant to this acquisition must be placed outside of the limits of BUYER property. It is expressly agreed that any fence erected along the new property line by Owner/Tenant will be owned by the property owner and will not be a "division fence" as that phrase is used under Nebraska law.

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in an amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted annually and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project, but in no case shall damages be paid for more than one year's crop. The OWNER agrees to make a reasonable attempt to harvest any crop so as to mitigate the crop damage.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the aforementioned property, such payments as are due under this contract shall be made to the OWNER jointly with the party or parties holding such encumbrance, unless said party or parties holding such encumbrance shall have in writing waived their right to receive such payment.

Expenses for partial release of mortgages will be paid by the BUYER, if required.

This contract shall be binding on both parties as soon as it is executed by both parties, but should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the BUYER to the OWNER.

This contract may be executed in more than one copy, each copy of which, however, shall serve as an original for all purposes, but all copies shall constitute but one and the same contract.

REMARKS

[SIGNATURE PAGE TO FOLLOW]

THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the BUYER, in presenting this contract has given me a copy and explained all its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding, except as set forth in this contract, will be honored by the BUYER.

INDIVIDUAL ACKNOWLEDGMENT

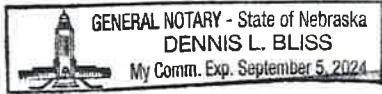
OWNER(S):

Kathy Ann Zaloudek
KATHY ANN ZALOUDEK

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

Dated this 28 day of NOVEMBER, 2023, before me, a General Notary Public duly commissioned and qualified, personally came **KATHY ANN ZALOUDEK** to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.
(SEAL)



[Signature]
NOTARY PUBLIC

BUYER: City of Bellevue, Nebraska

BY: _____

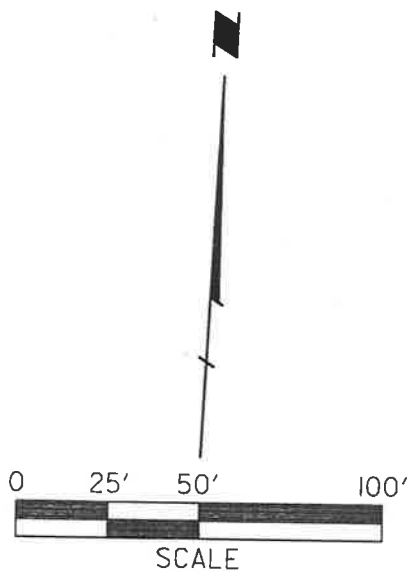
STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

Dated this ____ day of _____, 2023, before me, a General Notary Public, duly commissioned and qualified, personally came _____

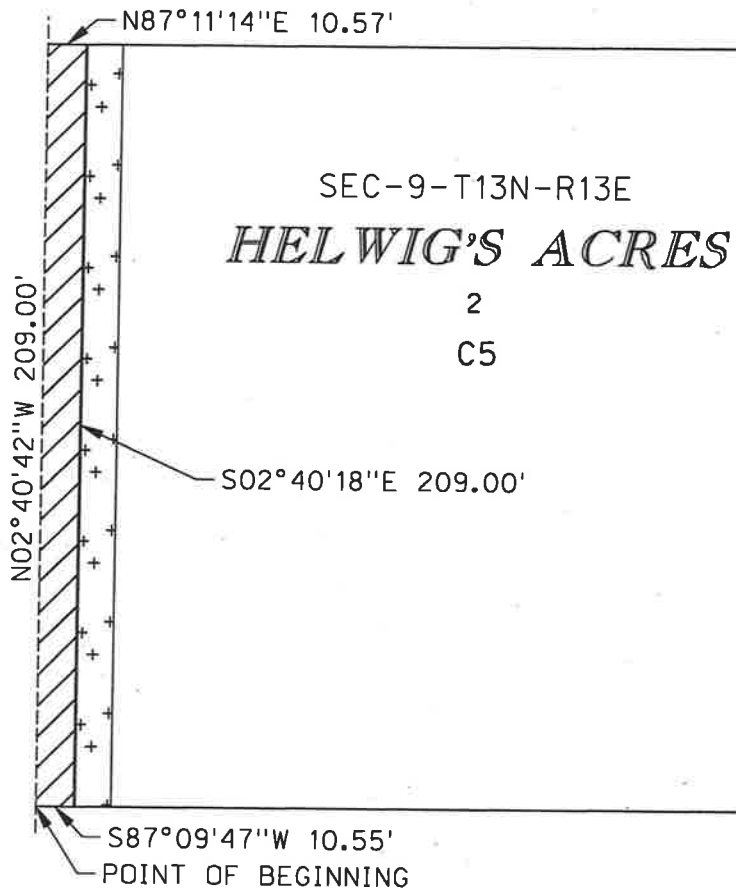
to me known to be the authorized representative(s) and identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.
(SEAL)

NOTARY PUBLIC



36TH STREET



LEGAL DESCRIPTION

A LAND ACQUISITION LOCATED IN LOT 2, HELWIG'S ACRES AS PLATTED TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

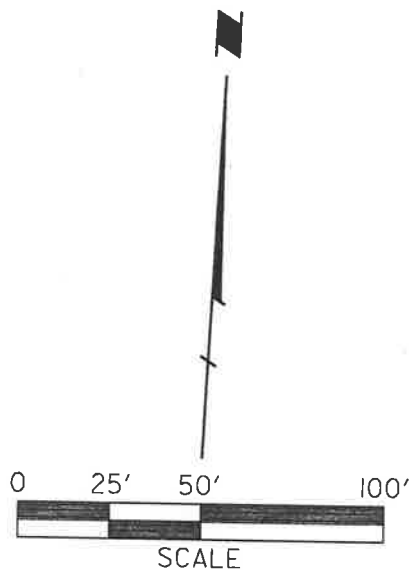
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF 36TH STREET; THENCE ON THE EAST RIGHT OF WAY LINE OF SAID 36TH STREET, AND ON THE WEST LINE OF SAID LOT 2 ON AN ASSUMED BEARING OF N02°40'42"W, 209.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE ON THE NORTH LINE OF SAID LOT 2 N87°11'14"E, 10.57 FEET; THENCE S02°40'18"E, 209.00 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE S87°09'47"W, 10.55 FEET ON THE SOUTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

SAID LAND ACQUISITION CONTAINS A CALCULATED AREA OF 2,207 SQUARE FEET OR 0.051 ACRES MORE OR LESS.

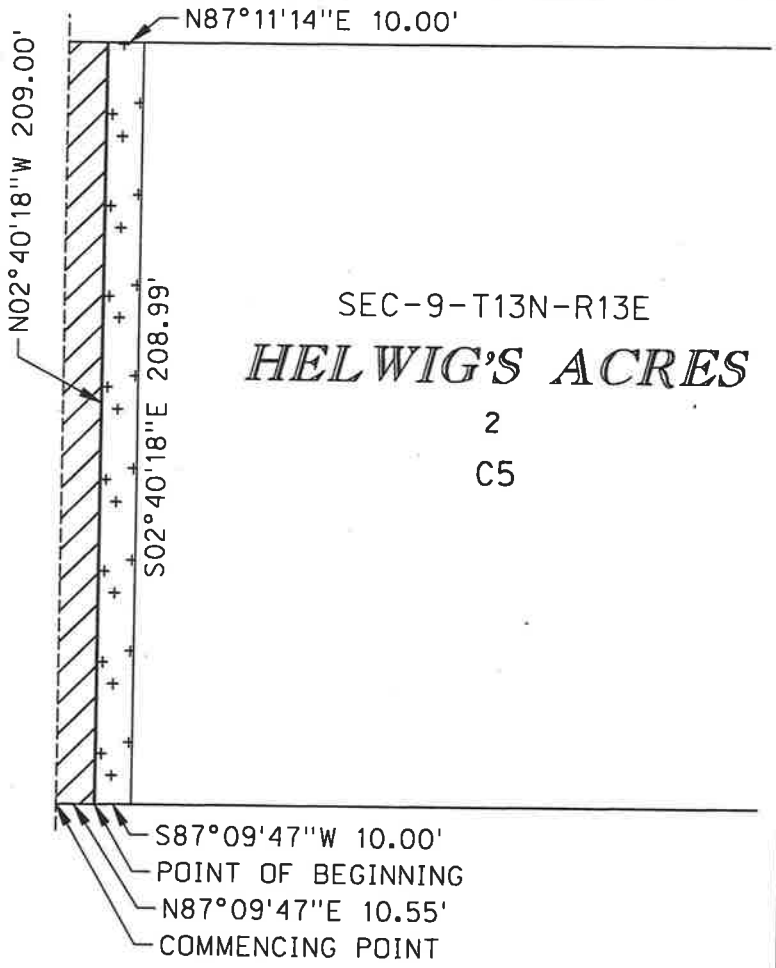


LAND ACQUISITION:

PROJECT NO. MAPA-3773(1)	EXHIBIT
PREPARE DATE: 10/28/2020	C5-1
C.N. 22288 DRAWN BY: MDL	



36TH STREET



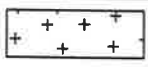
SEC-9-T13N-R13E
HELWIG'S ACRES
2
C5

LEGAL DESCRIPTION

A TEMPORARY EASEMENT LOCATED IN LOT 2, HELWIG'S ACRES AS PLATTED TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ON THE SOUTH LINE OF SAID LOT 2 ON AN ASSUMED BEARING OF N87°09'47"E, 10.55 FEET TO THE POINT OF BEGINNING; THENCE N02°40'18"W, 209.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE ON THE NORTH LINE OF SAID LOT 2 N87°11'14"E, 10.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2; THENCE ON THE SOUTH LINE OF SAID LOT 2 S87°09'47"W, 10.00' FEET TO THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT CONTAINS A CALCULATED AREA OF 2,090 SQUARE FEET OR 0.048 ACRES MORE OR LESS.



TEMPORARY EASEMENT:

PROJECT NO. MAPA-3773(1)	EXHIBIT
PREPARE DATE: 10/28/2020	C5-2
C.N. 22288 DRAWN BY: MDL	

RETURN TO: City of Bellevue Public Works, c/o Matt Knight, 1510 Wall Street, Bellevue, Nebraska 68005

WARRANTY DEED

PROJECT: MAPA-3773(1) C.N.: 22288 TRACT: C5

KNOW ALL MEN BY THESE PRESENTS:

THAT KATHY A. ZALOUEK, aka KATHY ANN ZALOUEK, a single person

hereinafter known as the GRANTOR, whether one or more, for and in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00) and other valuable consideration, in hand paid, do hereby grant, bargain, sell, convey, and confirm unto the CITY OF BELLEVUE, NEBRASKA, hereinafter known as the GRANTEE, the following described real estate, situated in Sarpy County, and State of Nebraska, to wit:

SEE ATTACHED RIGHT OF WAY EXHIBIT

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments, and Appurtenances thereunto belonging, unto the GRANTEE, and to its successors and assigns forever.

And the GRANTOR does hereby covenant with the GRANTEE, and with its successors and assigns, that the GRANTOR is lawfully seized of said premises; that they are free from encumbrance; that the GRANTOR has good right and lawful authority to sell the same; and the GRANTOR does hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons, whomsoever.

Signed this 28 day of NOVEMBER, 2023.

INDIVIDUAL ACKNOWLEDGMENT

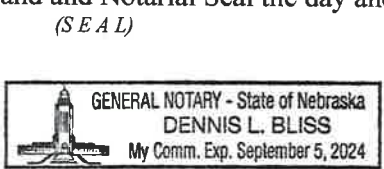
OWNER(S):

Kathy Ann Zaloudek
KATHY ANN ZALOUEK

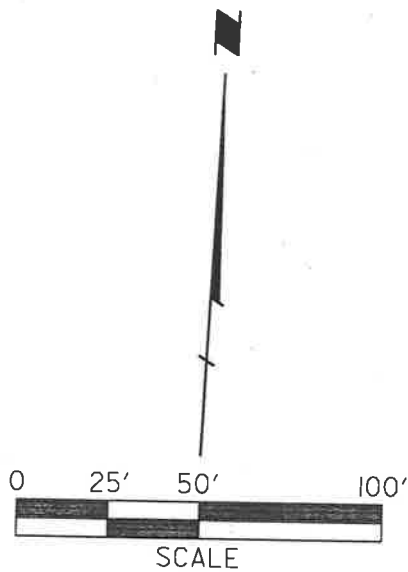
STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

Dated this 28 day of NOVEMBER, 2023, before me, a General Notary Public duly commissioned and qualified, personally came KATHY ANN ZALOUEK to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

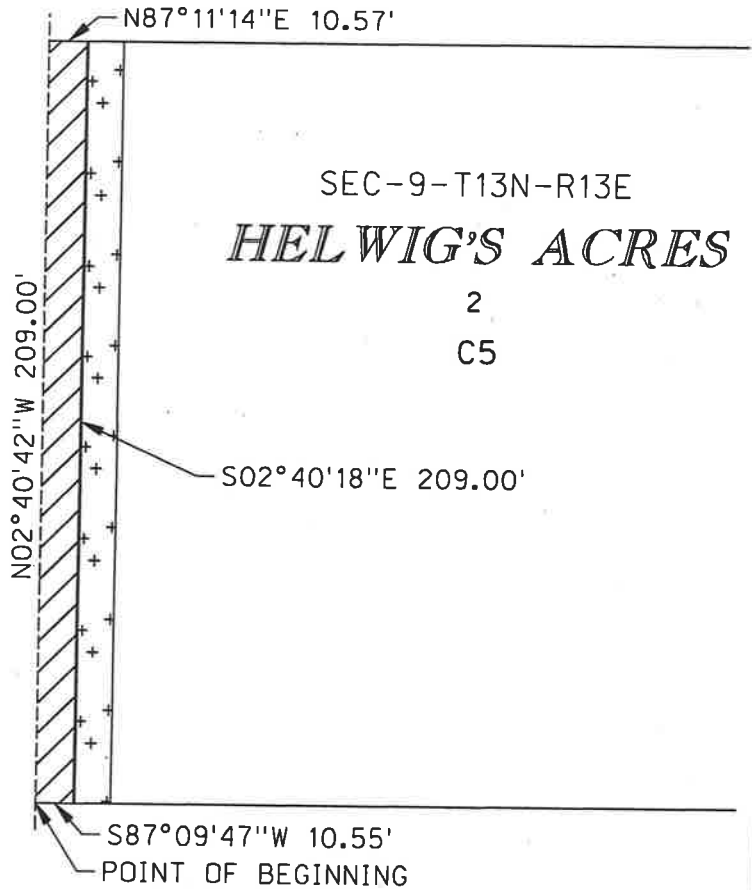
WITNESS my hand and Notarial Seal the day and year above written.



Dennis L. Bliss
NOTARY PUBLIC



36TH STREET



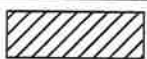
SEC-9-T13N-R13E
HELWIG'S ACRES
 2
 C5

LEGAL DESCRIPTION

A LAND ACQUISITION LOCATED IN LOT 2, HELWIG'S ACRES AS PLATTED TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF 36TH STREET; THENCE ON THE EAST RIGHT OF WAY LINE OF SAID 36TH STREET, AND ON THE WEST LINE OF SAID LOT 2 ON AN ASSUMED BEARING OF N02°40'42"W, 209.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE ON THE NORTH LINE OF SAID LOT 2 N87°11'14"E, 10.57 FEET; THENCE S02°40'18"E, 209.00 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE S87°09'47"W, 10.55 FEET ON THE SOUTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

SAID LAND ACQUISITION CONTAINS A CALCULATED AREA OF 2,207 SQUARE FEET OR 0.051 ACRES MORE OR LESS.



LAND ACQUISITION:

PROJECT NO. MAPA-3773(1)	EXHIBIT
PREPARE DATE: 10/28/2020	C5-1
C.N. 22288 DRAWN BY: MDL	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/19/2023		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:

Approved the execution of a new 2021 CDBG Subrecipient Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for a change in the Scope of Service and Timeline.

SYNOPSIS/BACKGROUND:

The Eastern Nebraska Community Action Partnership (ENCAP) was award funding in the 2021 Action Plan for property acquisition to purchase a building for the relocation of the Bellevue Food Pantry and a subrecipient agreement was executed. ENCAP has purchased a building from the City of Bellevue and therefore, property acquisition is no longer eligible for CDBG funding. ENCAP has requested a change in the eligible activity from property acquisition to building rehabilitation and equipment purchase. Due to the timeline for library construction and the anticipated date of property possession, ENCAP has also requested a new timeline for expenditure of funds. The proposed amended agreement will assist ENCAP with expanding the options to relocate food pantry in a timely manner with an expiration date of December 18, 2024.

FISCAL IMPACT: \$240,080.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 2021 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 12/19/2023 CONTRACT TERM: 1 year CONTRACT END DATE: 12/18/2024

PROJECT NAME: ENCAP Food Pantry Relocation Assistance/Building Rehabilitation

START DATE: 12/19/2023 END DATE: 12/18/2024 PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192202 ACCOUNT NUMBER: 60/1903/192202/450

RECOMMENDATION:

Approve, and authorize the Mayor to sign, the new 2021 CDBG subrecipient agreement with ENCAP.

ATTACHMENTS:

- ENCAP Amendment Request
- 2021 Amended CDBG Agreement
- Deed of Trust
- Promissory Note
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

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 ____ day of _____, 20____, by and among Eastern Nebraska Community Action Partnership, a non-profit organization (“Trustor”), whose address is 2406 Fowler Avenue, Omaha, Nebraska 68005, Aimee Bataillon, a member of the Nebraska Bar Association, with the mailing address of 1500 Wall Street, Bellevue, Nebraska, 68005, as (“Trustee”), 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 Two-Hundred Forty Thousand, Eighty Dollars (\$240,080.00) and dated as of the ____ day of _____ 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 December _____, 2033 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 1003 Lincoln Road, located in City of Bellevue, County of Sarpy, State of Nebraska and legally described as (the "Property"):

Lots 15B1A1, 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2 & 15B1B3, 25-14-13, Bellevue, in the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, together with the vacated portions of streets and avenues abutting thereon

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 **Two Hundred Forty Thousand Eighty and 00/100 Dollars (\$ 240,080.00)**, as evidenced by the Note with a maturity date, on demand, but if not so demanded December ____, 2033, 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 (\$500,000.00) 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:

(a) 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;

(b) 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;

(c) Foreclose by power of sale as herein contained;

(d) 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;

(e) 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;

(f) 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.

(g) 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;

(h) 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.

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP

By: _____

Title: _____

PROMISSORY NOTE

\$ **240,080.00**

City of Bellevue, Nebraska
December _____, 2023

FOR VALUE RECEIVED, the undersigned (hereafter called the "Maker") promises to pay to the order of the City of Bellevue, Nebraska (hereafter called the "Payee"), at its office at Bellevue City Hall, or upon notice to the Maker, at such other place as may be designated from time to time by the holder, the principal sum of Two Hundred Forty Thousand Eighty Dollars (\$240,080.00), to be paid as follows:

The total loan of \$ 240,080.00 bears no interest (0% interest) and is forgivable upon the meeting of certain conditions by the Maker with respect to the CDBG low-and moderate-income limited clientele national objective. If the requisite conditions for forgiveness are not met, the principal is repayable in full by the Maker(bearing no interest) upon appropriate notice from the Payee, and under factual circumstances supporting such conclusion by the Payee.

All payments and any notice to the Payee will be made at 1500 Wall Street, Bellevue, Nebraska 68005, to City of Bellevue, Attn: CDBG Program, or to such other address as designated to the Maker in writing. Any notice to the Maker will be given to the Maker at the following address: 2406 Fowler Avenue, Omaha, NE 68111, or at such other address as the Maker will have designated to the Payee 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 a Loan Agreement between Maker and the Payee (the "Loan Agreement"). This note is to be secured by a Deed of Trust between the Maker and the Payee (the "Deed of Trust") to be executed and delivered by the Maker to the Payee.

It is agreed that if there is a default in the payment of the debt, and it is **not** cured within fifteen (15) days, **or** if default is made under the terms of the Loan Agreement or the Deed of Trust, then, at the option of the Payee, 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 Maker, its successors and assigns, and will inure to the benefit of the Payee, its successors and assigns. The Payee 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 Payee unless in writing and signed by the Payee.

This note is governed by and construed in accordance with the laws of the State of Nebraska.

Dated and executed on the _____ day of December, 2023.

MAKER

Eastern Nebraska Community Action Partnership.

By: _____
Dan Esch, President

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-21-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 20__ by and between the subrecipient, EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP (ENCAP), hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-21-MC-31-0003 HUD contract in the amount of \$240,080.00 for the building rehabilitation for the facility located at 1003 Lincoln Road, Bellevue, NE, 68005, within the city limits of Bellevue; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$240,080.00 from the B-21-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of building rehabilitation necessary for the relocation of the Bellevue Food Pantry to the facility at 1003 Lincoln Road, Bellevue, NE 68005. The rehabilitation will meet all ADA requirements and construction and permitting requirements of the City of Bellevue. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

- a. Program Description. To provide for the commercial building rehabilitation as eligible under 24 CFR 570.201(c). The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
 - i. Provide a written, detailed proposal following selection of a site that includes:
 - 1. Overall site plan including an engineering and design drawings.
 - 2. Cost estimate for all proposed work.
 - 3. Timeline for Completion. The SUBRECIPIENT must provide a timeline for completion of the construction and the meeting of all CDBG National Objective requirements within five (5) years of the expiration of the subrecipient agreement.
 - ii. Completion of all approved work outlined in the detailed work proposal as outlined above.
 - iii. All construction work completed is subject to Federal Labor Standards Provisions as described in form HUD-4010 and in the agreement Section D. Other Program Requirements.

- iv. Obtain any and all federal, state, and local permits and licenses required to execute the project as describe in this agreement. The SUBRECIPIENT further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.
 - v. Provide all matching funds needed to complete the project.
 - vi. Approved use must continue for five years following the expiration of this agreement.
 - b. Income Benefit Goals. The project will provide assistance to 2,500 low- and moderate-income households.
 - c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208.
 - i. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective Low- and Moderate-Income Clientele Benefit by acquiring real property for the purpose of providing new and improved public service assistance per 24 CFR 570.208(a)(2). The SUBRECIPIENT will continue to meet the CDBG National Objective for a minimum of five (5) years after the expiration of the Subrecipient Agreement. If the National Objective is not met during this time period, the CITY must be reimbursed in the amount of grants funds expended.
- 2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
 - a. Total clients served, including all members of each household. Total clients served data must be unduplicated.
 - b. Racial breakdown of clients serviced including an ethnicity breakdown.
 - c. Number and percentage of extremely low, low, and moderate-income clients as defined by HUD CDBG Income Limits with income eligibility documentation on file.
 - d. Number of disabled clients, senior citizens, and female heads-of-households served.
 - e. Update on the expenditure of funding as well as a timeline for expenditure update.
 - f. Documentation of match or funds leveraged with CDBG funding.
 - g. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
 - h. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.
- 3. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state, and local rules and regulations governing these funds and, in a manner, satisfactory to the GRANTEE of Bellevue. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE of Bellevue CDBG Specialist.
- 4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc.

- a. No CDBG project funds will be advanced and no costs can be incurred until the GRANTEE has conducted an Environmental Review of the proposed project site as required per 24 CFR 58 and the Mayor has signed the Environmental Review Record Site Specific Review for the project. The SUBRECIPIENT must meet all mitigation requirements outlined in the Environmental Review Record to ensure environmental clearance for the project.
 - b. The SUBRECIPIENT will not undertake or commit any funds or physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance. Violation of this provision may result in the denial of any funds under this agreement.
5. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.
6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e., mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.
7. Liens. The SUBRECIPIENT agrees to execute a lien note ("Note") and deed of trust ("Deed of Trust") in favor of the GRANTEE in the amount of the funds granted to, and expended by the SUBRECIPIENT for the commercial building rehabilitation. The Deed of Trust shall be subordinate to any deed of trust or other lien placed on the Real Property by the SUBRECIPIENT. The Note shall be a ten-year, zero-interest deferred note. If the SUBRECIPIENT maintains the property for the approved use for five years following initial occupancy, the GRANTEE shall forgive the Note and release the Deed of Trust provided that all payments on the first lien note are current. The SUBRECIPIENT shall notify the GRANTEE immediately if the SUBRECIPIENT plans to sell or ceases the approved use of the Real Property. If the Real Property is sold during the term of the Note, the balance of the Note is immediately due and payable to the GRANTEE.
8. Change in Use. Property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must remain in the SUBRECIPIENT's control as outlined in 570.502(b)(7). The property must either:
 - a. Be used by the SUBRECIPIENT to continue to meet a CDBG program national objective for a minimum of five (5) years after the expiration of the subrecipient agreement; or
 - b. If a national objective is not met during this time-period, the SUBRECIPIENT must reimburse the GRANTEE for the current fair market value, less any portion of the value attributable to non-CDBG funds.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$240,080. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
- c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

_____ 3. 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 DUNS number with SAM.gov prior to any grant funding being disbursed.

_____ 4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity with information as outlined in A.2 Performance Monitoring. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:

- a. 1st Quarter: October – December,
- b. 2nd Quarter: January – March,
- c. 3rd Quarter: April – June, and
- d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records, and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

_____ 8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

- i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
 - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
 - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment, or contractual services in an amount \$10,000 but under \$30,000.
 - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment, or contractual services in an amount of \$30,000 or more.
- b. For purchase amount that exceeds \$10,000.00, the SUBRECIPIENT must submit copies a minimum of three bids with a memo explanation of the selected bid/contractor to the GRANTEE's CDBG Office. Upon approval by the GRANTEE, a Notice to Proceed will be issued.

9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

b. Subcontracts.

- i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
- ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All 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) 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 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
- c. Any expenses incurred or subcontracts executed prior to the execution of this subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. . The SUBRECIPIENT also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend, and indemnify, the GRANTEE from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; 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 means 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.
- c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- iv. Lobby Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:
 - a. A-21, Cost Principles for Educational Institutions,
 - b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
 - c. A-89, Catalog of Federal Domestic Assistance,
 - d. A-102, Grants and Cooperative Agreements with State and Local Governments,

- e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
 - f. A-122, Cost Principles for Non-Profit Organizations,
 - g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
 - h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. **Cost Principles.** The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
 3. **Audits.** The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. **Worker's Compensation.** The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 limit.
2. **Insurance and Bonding.** The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

G. AGREEMENT MODIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7).

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines, or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the GRANTEE or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the GRANTEE determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the GRANTEE may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary, or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street

Bellevue, NE 68005

- b. To SUBRECIPIENT: Board President
Eastern Nebraska Community Action Partnership
2406 Fowler Avenue
Omaha, NE 68111

- c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

Dan Esch, President
Eastern Nebraska Community Action Partnership

Rich Severson, Finance Director
City of Bellevue, Nebraska

Aaron Bowen, Executive Director
Eastern Nebraska Community Action Partnership

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as City Council President and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: _____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Dan Esch, President, on behalf of the organization.

My Commission Expires:

NOTARY PUBLIC



**Eastern
Nebraska
Community
Action**

Abby Highland
CDBG Program Coordinator
1500 Wall Street
Bellevue, NE 68005

December 10, 2023

Ms. Highland,

This letter is to request an amendment to the Subrecipient Agreement between the City of Bellevue and Eastern Nebraska Community Action Partnership (ENCAP) in order to change the use of Community Development Block Grant (CDBG) funds from the B-21-MC-31-0003 HUD contract in the amount of \$240,080.00, from property acquisition to rehabilitation for the property located at 1003 Lincoln Road Bellevue, NE 68005, within the city limits of Bellevue. This property was acquired by ENCAP on 11/30/2023.

We anticipate that physical rehabilitation efforts will begin once the current building tenants vacate the property on or before 9/30/2024. However, we anticipate that some site prep work and the ordering of equipment will be conducted prior to this date to appropriately prepare for rehabilitation and site work as soon as possible once building tenants vacate the property. While the project in its entirety will likely not be completed until the early fall 2025, we anticipate that all CDBG funds will be spent within 12 months of the executed Subrecipient Agreement.

Thank you for your consideration of this request. The Bellevue Food Pantry currently serves more than 10,000 individuals each year out of a 1,000 square foot space. As the demand for services continues to grow, the newly renovated building space will not only give us greater capacity to serve more households and individuals through food support, but we will have the opportunity to provide additional services and meeting spaces for the community at large.

The pantry has proved to be a lifeline to households experiencing food insecurity in Bellevue and the surrounding Sarpy County area. The people ENCAP serves face challenging situations every day – and show such resilience – and CDBG support will ensure that their basic needs are met, so that they can move forward with their lives as they work hard toward longer-term stability.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Aaron Bowen', is written over a blue horizontal line.

Aaron Bowen
ENCAP Executive Director

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 19, 2023		SUBMITTED BY: Tammi Palm, Planning 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:

Authorize Mayor to sign Memorandum of Agreement with Papillion Sanitation regarding inspections and partial occupancy.

SYNOPSIS/BACKGROUND:

Papillion Sanitation has proposed an agreement to allow them to partially occupy their new headquarters until such time construction is complete and a final Certificate of Occupancy is issued by the city. The City Attorney, Chief Building Official, and Planning Director have reviewed this agreement.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City staff is recommending approval of this request.

ATTACHMENTS:

1. Memorandum of Agreement	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Memorandum”) is entered this _____ day of _____, 2023, by and between Waste Connections of Nebraska, Inc., a Delaware corporation (“Waste Connections”), authorized to do business in Nebraska and the City of Bellevue, Nebraska (“Bellevue”), a City of the First Class.

WHEREAS, Waste Connections seeks to partially occupy its new office and transport hub located at 13508 Fort Crook Rd S in Bellevue, Nebraska (“Property”); and

WHEREAS, Waste Connections and Bellevue wish to set forth their agreement as to the terms of Waste Connections’ partial occupancy of the Property prior to obtaining its certificate of occupancy.

Waste Connections and Bellevue hereby acknowledge the following:

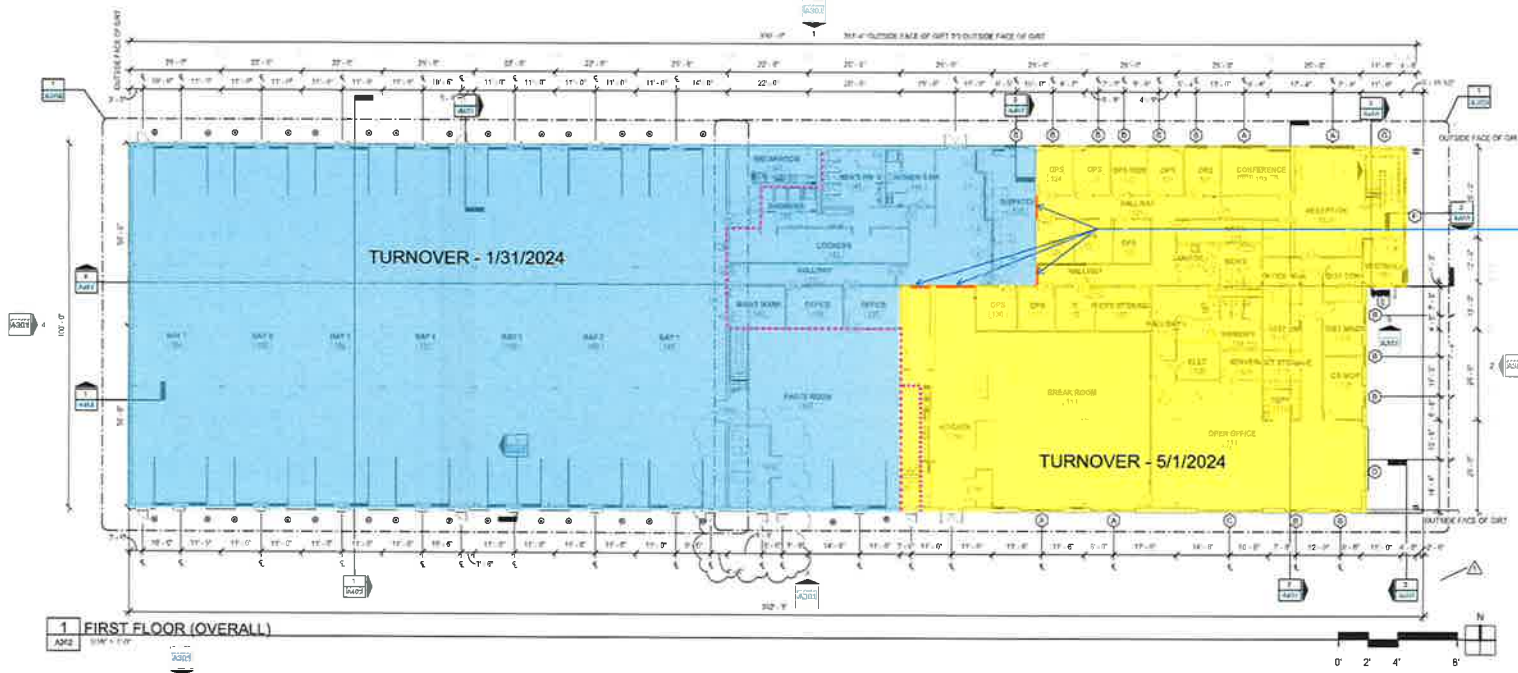
1. Completion of Maintenance Bays. The firewalls between maintenance bays and office area of the Property are already completed, but have not yet been inspected by the City. Waste Connections will complete the restrooms on first floor and the corridor that connects the maintenance bays and restrooms by February 1, 2024. Waste Connections will then construct a temporary construction wall to divide occupied from unoccupied spaces in order to obtain partial occupancy for the maintenance bays in Building 1 of the Property. Waste Connections will utilize onsite office trailer(s) for administrative personnel until office areas are complete. Once the administration areas are complete, those areas will be inspected by Bellevue for occupancy. Waste Connections is requesting partial occupancy on February 1, 2024 as shown on the detailed plans attached hereto as Exhibit “A” and incorporated herein by reference. Bellevue agrees to allow Waste Connections to partially occupy such areas on February 1, 2024 as long as such areas and the firewalls identified in this paragraph are suitable for partial occupancy.
2. Inspections. Waste Connections will pay the costs of an engineering or architectural firm to serve as Bellevue’s representative for inspecting the building to assure compliance with the Mitigation Plan as set forth in paragraph 1 above.
3. Penalty. In the event that Waste Connections materially breaches the Mitigation Plan terms and conditions, Waste Connections will agree to revocation of the partial occupancy and will agree to not contest such revocation in any fashion.
4. Duration. The duration of the Memorandum runs until final occupancy is granted.
5. Counterparts. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

[SIGNATURES ON FOLLOWING PAGES]

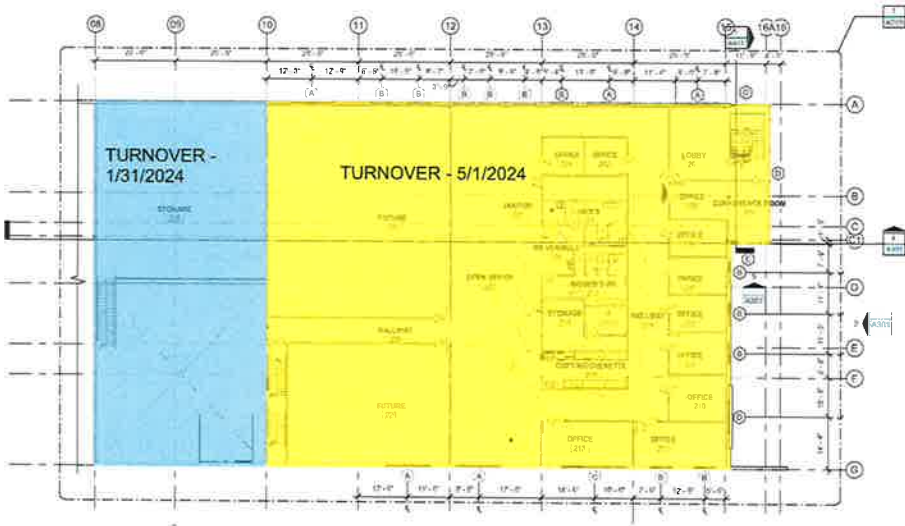
Waste Connections of Nebraska, Inc., a Delaware Corporation, authorized to do business in Nebraska.

By: Michael Johnston, Division Vice President
Heartland Division

BUILDING PHASING PLAN



1 FIRST FLOOR (OVERALL)



2 SECOND FLOOR (OVERALL)

PROJECT TIMELINE (ESTIMATED):

- CITY OF BELLEVUE PERMIT RECEIPT (ASSUMED) - 5/31/2023
- RESUME CONSTRUCTION - 6/5/2023
- *BUILDING #001 MAINTENANCE BAY & DISPATCH TURNOVER - 1/31/2024
- BUILDING #002 TURNOVER - 1/31/2024
- BUILDING #001 ADMINISTRATION TURNOVER - 5/1/2024
- PHASE 2 SITE TURNOVER - 5/31/2024



3624 Franklin Street
Omaha, Nebraska 68131
Tel | 402.342.6575
www.slatearchitect.com



06.19.2022

PAPILLON SANITATION HQ - BUILDING 01
13508 FORT CROOK ROAD SOUTH
BELLEVUE, NEBRASKA 68123

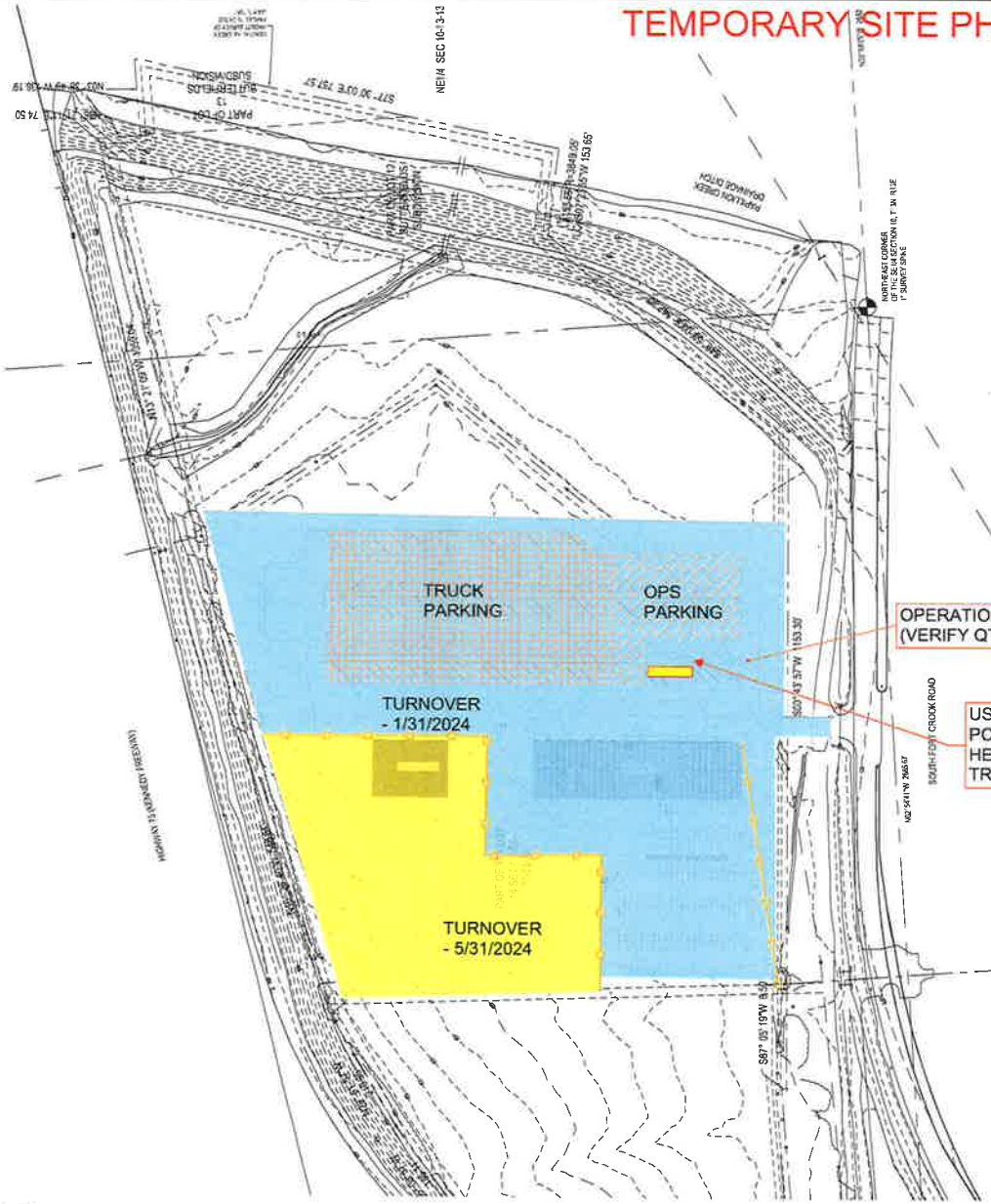
Revisions	
1	ISSUE FOR PERMIT
2	ISSUE FOR PERMIT

Project No. | 2021/97.1
Issue Date | 08.19.2022

OVERALL
FLOOR
PLANS

Printed On: 2/13/2023 8:50:19 AM

TEMPORARY SITE PHASING PLAN



1 ARCHITECTURAL SITE PLAN



2624 F Avenue Street
Omaha, Nebraska 68151
Tel | 402.242.6676
www.slatearchitect.com



PAPILLION SANITATION HQ - BUILDING 01
13508 FORT CROOK ROAD SOUTH
BELLEVUE, NEBRASKA 68123

Revisions:

Project No | 202197 1
Issue Date | 08.19.2022

ARCH SITE PLAN

Sheet No | A001

Printed On: 8/22/2022 4:36:25 PM

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/19/2023		SUBMITTED BY: Harrison Johnson	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of Water Mainline Extension Agreement with Municipal Utilities District for \$11,066,961

SYNOPSIS/BACKGROUND:

The agreement encompasses Bellevue City's commitment to fund the MUD water mainline extension from 36th Street to Le Platte Road.

FISCAL IMPACT: \$11,066,961 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: MUD INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: MUD Water Line Extension Agreement

CONTRACT EFFECTIVE DATE: 12/20/2023 CONTRACT TERM: n/a CONTRACT END DATE: n/a

PROJECT NAME: MUD Water Line Extension Agreement

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: CIPPW 23(62) ACCOUNT NUMBER: 7020

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

1. MUD WMEA	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: _____

Anna Brattillo
[Signature]
[Signature]

WATER MAIN EXTENSION AGREEMENT

District Group No. WP1871

District Job No. 100057000000 100057000504 100057000507 100057000508 100057000528 100065001703

THIS WATER MAIN EXTENSION AGREEMENT ("Agreement") is entered into on ____ of December, 2023 by and between the METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District"), a political subdivision of the State of Nebraska and THE CITY OF BELLEVUE ("Applicant") a city of the first class of the State of Nebraska.

WHEREAS, on or about July 12, 2021 the Applicant submitted a Water Main Application Letter to the District for water service to a portion of Applicant's municipal boundaries referred to as the "southern end of Bellevue" in order to encourage industrial development, as depicted on the attached Exhibit "A";

WHEREAS, Applicant's Water Main Application Letter included an exhibit that detailed the various phases of development and described the same as the "LB 840 Area" which is generally described as Platteview Road from 36th East to 10th Street;

WHEREAS, Applicant and the District each executed that certain Memorandum of Understanding ("MOU") dated March 8, 2022, attached hereto as Exhibit "B", the terms of which are incorporated herein. ;

WHEREAS, the MOU set forth details regarding Applicant's intention to construct a large scale water main extension project to serve the LB 840 Area;

WHEREAS, per the terms of the MOU, the Applicant has been billed and paid \$860,724 for design services for the job numbers referenced above and included in this Agreement;

WHEREAS, Applicant desires and intends to construct such water main extensions as designed in accordance with that MOU and are now referenced by District job numbers referenced above and detailed below. Those job numbers are also referred to as Phases A and C;

WHEREAS, Applicant desires and intends to construction such water main extensions as designed in accordance with that MOU and are now referenced as District job numbers 100057000505 and 100057000527 (Future Phase "B") as shown on Exhibit "C", with current plans to bid the project in 2024;

NOW THEREFORE, In consideration of the Applicant's payment of Eleven Million Sixty-Six Thousand Nine Hundred and Sixty-One and 00/100 Dollars (\$11,066,961) to the District, receipt of which is acknowledged, the District shall install, as soon as is reasonably possible, the following water main extensions.

Job numbers are identified in bold and consist of a 12-digit number. Summary details of each job follows each 12-digit number. Details include the approximate length of water main pipeline to be installed, location of the project, the estimated costs of each project and may include, if applicable, the percentage cost paid by Applicant with the District funding the balance. If no such percentage designation is made, Applicant shall pay 100% of the estimated and actual costs in accordance with this Agreement.

Phase B job numbers are not included and will be subject to a separate water main extension agreement. Notwithstanding, Applicant agrees it will complete Phase B in a timely manner. Such sizes, material types and estimated costs are subject to change based on a variety of factors.

- **100057000000** – 5,800'+/- of 30" ductile iron ("DI") water main along Platteview Rd. from S. 36th St. to Hidden Valley Dr. (Estimated Cost \$5,808,523) Applicant to pay (76.4%) 24" equivalent cost of the 30" main cost (Estimated Cost \$3,781,072)
- **100057000504** 600'+/- of 16" DI water main along Platteview Rd. from Hidden Valley Drive to S. 24th Ave. (Estimated Cost \$443,299)

- **100057000507** - 7,900'+/- of 16" DI water main in La Platte Rd. from Hwy. 75 to Harlan Lewis Rd. (Estimated Cost \$3,506,919)
- **100057000508** – 2,530'+/- of 16" DI and 970'+/- of 18" high density polyethylene ("HDPE") water main in Harlan Lewis Rd. from LaPlatte Rd. to the north thereof (Estimated Cost \$2,260,409)
- **100057000528** - 2,800'+/- of 16" DI water main east of the Railroad Track East of S. 5th St. from Hidden Valley Dr. to E. La Platte Rd. (Estimated Cost \$1,928,638)
- **100065001703** – abandon 340' of 16" DI water main west of 23rd Ave. and Platteview Rd. (Estimated Cost \$7,348)

The above referenced projects are shown on the attached drawing set marked Exhibit "D" which includes such appurtenances such as hydrants and operating valves, as the District deems necessary (the "Mains").

Applicant's payment referenced herein includes the estimated (equivalent) cost of the collective Main installations for phases A and C (\$ 11,927,685), (2) the (estimated) contributions to other pioneer mains (\$ 0) and (3) Design Services invoiced to the Applicant for the project per the MOU for (\$860,724). The estimated total cost of the Main installation is \$13,955,136, of which cost the District shall be responsible for \$ 2,027,451, which is 23.6% of the cost of job number 100057000000.

Applicant's payment shall be made to the District within fifteen (15) days of execution of this Agreement.

Applicant shall pay the estimated costs for Phase B Main installation pursuant to a separate water main extension agreement.

If the estimated costs described above for the completion of the installation of all Mains are not sufficient to cover the actual costs, Applicant shall pay to the District the actual costs, over the estimated costs. The District may refuse service from the Mains until such payment(s) has/have been made. If the actual cost for the installation of the Main are less than the amount paid, the difference shall be refunded to the Applicant.

The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit "D". The Applicant shall grade the street(s) to conform to Exhibit "D" before the Main installation. Where streets will not be paved, the right-of-way ("R.O.W.") shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satisfactory to the District. Where streets are to be paved, the District shall not begin the Main installation until the Applicant has completed street paving, storm sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the Mains are placed in service, the District deems it necessary to relocate, lower or raise the grade of all or part of the Mains as a result of the Applicant's failure to have brought the street(s) to grade before the Main installation or a change in the grade or location of the street(s), then the Applicant shall pay the District's costs of raising, lowering or relocating the Main.

The Mains installed under this Agreement, referred to as District Job Nos. 100057000000, 100057000504, 100057000507, 100057000508, and 100057000528 contributed to by Applicant, designated as District Project No. WP1871 are designated "pioneer" approach mains. Before water is supplied to future applicants, the District shall collect such contributions from those future applicants in accordance with its Water Rules and Regulations and shall pay to the Applicant interest in accordance with the District's Water Rules and Regulations. The District shall make no refunds more than twenty (20) years after the Agreement is approved by the District. The District shall refuse connection to the Mains until the contributions are paid. Applicant shall not make claim for the repayment of any amount paid by Applicant, except as provided herein.

The Mains shall be owned by and under the control of the District, its successors and assigns.

The installation of the Mains are subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or fails to perform under it, the Applicant shall pay the District's design costs and all other costs and expenses incurred by the District.

Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements under its control obtained for Main installation prior to the Main installation. If Applicant does so, the District may remove any landscaping necessary for installation of the Mains. Applicant shall pay the additional costs of Main installation caused by such landscaping. Landscaping is defined as the placing of any decorative materials, including but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

This Agreement is conditioned upon receipt of all permits and easements necessary for the Main installation.

If the Main installation is delayed due to severe cold weather or when there is more than eight (8) inches of frost in the ground, the District's Contractor shall not be required to work on the project without additional compensation and/or an appropriate time extension. If frost is more than eight (8) inches in depth, the additional compensation to install and/or the appropriate time extension will be negotiated between the District and the Contractor and will be approved by the Applicant before proceeding.

APPLICANT:

METROPOLITAN UTILITIES DISTRICT OF OMAHA:

By: _____

By: _____

Title: _____

Senior Vice President, Operations

Date: _____

Date: _____

Printed Name and address

APPROVED AS TO FORM:

Phone Number: _____

Senior Vice President, General Counsel

S:\Engineering\Projects\Water\WP1871\Legal\WP1871 Main Extension Agreement



City of Bellevue
Office of the City Administrator

July 12, 2021

Kyle Bowman
MUD
7350 World Communications Dr.
Omaha, Ne 68122-4041

Kyle,

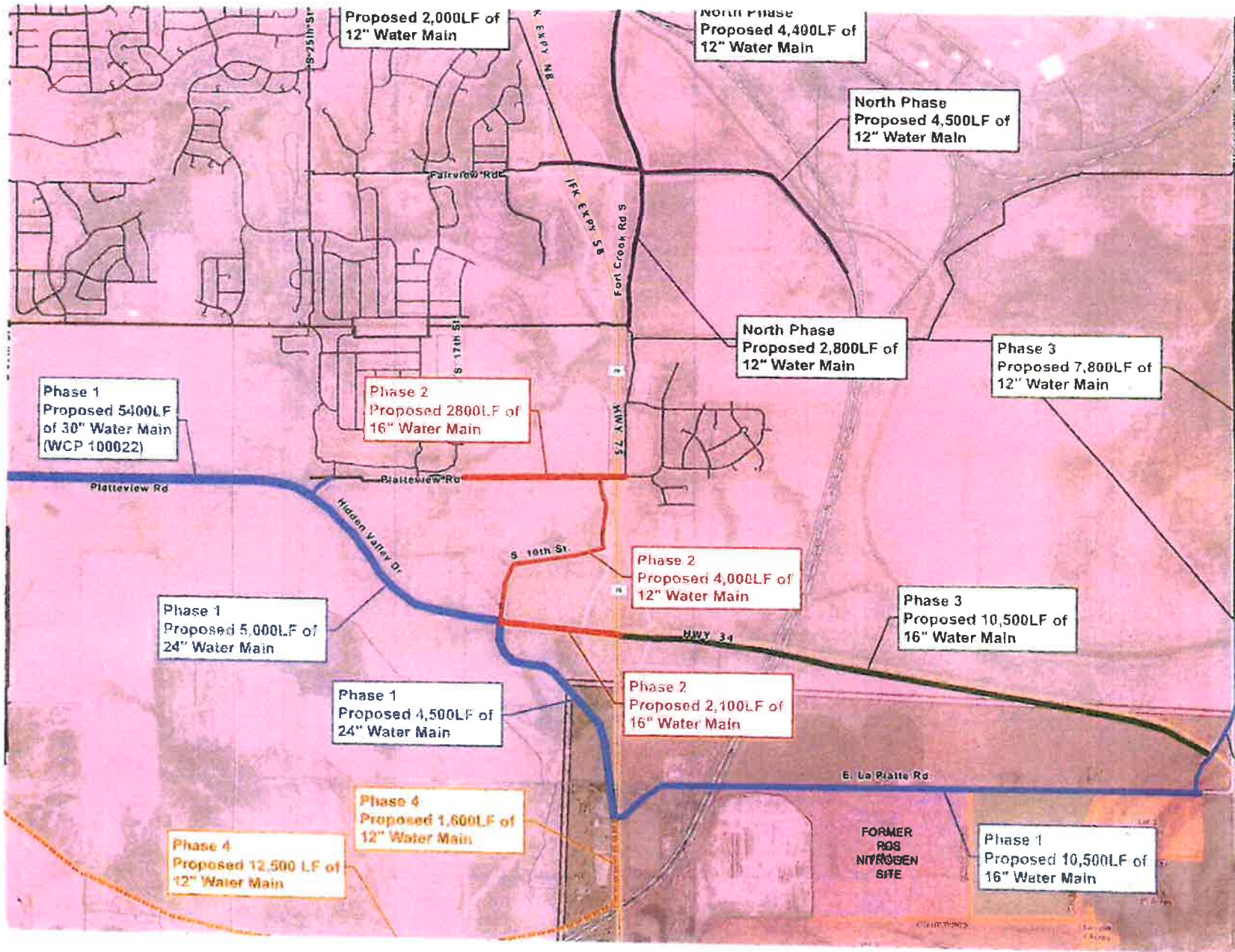
First of all thank you for meeting with myself and the City of Bellevue with your team. The discussion of bringing water to the southern end of Bellevue has been on going and something we would very much like to pursue. Per our meeting I am sending you this letter as a formal request to take steps at developing and implementing what you have described as "Phase 1" of the attached document that you supplied me with in June of 2020. I have also attached the map of the Sarpy County sewer project that is believed to begin in 2024. Please send me a draft of a MOU for our Legal Department to consider as we start this endeavor. If you need anything from the City to assist in getting this started please don't hesitate to reach out to myself.

Thank you for your consideration and attention to this critical piece of infrastructure that is necessary in further developing our city.

Sincerely,

Mark Elbert
Community Development Director
City of Bellevue

Cc: Jim Ristow



Mark Elbert

From: Bowman, Kyle <Kyle_Bowman@mudnebr.com>
Sent: Monday, June 15, 2020 11:46 AM
To: Mark Elbert; Jim Ristow; Rusty Hike
Subject: Bellevue LB840 Area Concept Master Water Main Extension Plan
Attachments: Concept Water Main Extension Plan - Bellevue Developments.6-12-2020.pdf

Good afternoon,

Attached is a concept map and below is an opinion of probable costs for the City of Bellevue to extend Pioneer Water Mains into its LB840 Area in order to encourage industrial development. There are no particular projects associated with this concept; the plan and estimate are only intended to provide insight into the magnitude of costs, timing, and potential phasing to expand water service in the area. MUD remains open to other phasing and extension plans as needed to accommodate development and best serve the area.

Under this concept, the City of Bellevue would be the "Pioneer Developer" of these mains and would be responsible for extension costs. The City would have the potential to recover costs through MUD's Pioneer Main Program as development occurs and new water users are added. Details of MUD Pioneer main policy can be found online at: <https://www.mudomaha.com/sites/default/files/2019-07/Water%20Rules%207-3-19.pdf> in Part 10 Section 5.

Opinion of Probable Costs:

- **North Phase** – these extensions will serve areas around the intersection of Ft. Crook Rd. and Fairview Rd. (approximately 2 years to design and construct from application)
 - 12" in Fairview Rd. from W. of JFK to Ft. Crook Rd.
 - 12" in Fairview Rd. /S. 5th St. from Ft. Crook Rd. to East
 - 12" in Fort Crook Rd. from Platteview Rd. to Fairview Rd.
 - 12" in Fort Crook Rd. from Fairview Rd. to North

Total North Phase Pioneer Main Extension Costs: \$2,300,000

Assuming typical industrial demands, this phase could be installed independently of the phases below. However, a heavy water user may require completion of parts of Phase 1 (Platteview Road Extensions).

- **Phase 1** – a backbone through the south area that would allow industrial development with heavy water users at the old PCS Nitrogen Site and development along Hidden Valley Rd. (approximately 3 years to design and construct from application)
 - 24" equivalent of 30" in Platteview Road, from 36th to 25th Streets (Note that MUD pays 25% of the cost of 30" mains, so the City effectively pays a cost "equivalent" to a 24" main, the total below reflects the City's estimated cost)
 - 24" main in Hidden Valley Dr. from Platteview Rd. to S.10th St.
 - 24" main in S. 10th St. from Hidden Valley Dr. to La Platte Rd
 - 16" main in LaPlatte Rd. from Hwy 75 to Harlan Lewis Rd.
 - 12" main in Harlan Lewis Rd. from La Platte Rd. to North (to Ex. 12" Main. WCCS385)

Total Phase 1 Pioneer Main Extension Costs: \$8,600,000

- **Phase 2** – serve the area NW of Hwy75 and Hidden Valley Dr. which has seen some interest. (This phase could be independent of Phase 1) (approximately 18 months to design and construct from application)
 - 16" main in Platteview Rd. from S. 17th St to Hwy 75

12" main in S. 10th St. from Hidden Valley Dr. to Platteview Rd.
 16" main in Hidden Valley Dr. from S. 10th St. to Hwy 75

Total Phase 2 Pioneer Main Extension Costs: \$1,700,000

- Phase 3 – serve properties along Hwy 34 east of Hwy 75 and provide water and redundancy to the large "Bellevue Industrial Site" south of Offutt AFB. (This is the site Toyota looked at a few years ago) (approximately 2 years to design and construct from application)

16" main in Hwy 34 from Hwy 75 to Harlan Lewis Rd.
 12" main in Harlan Lewis Rd. from Cunningham Rd to South (to Ex. 12" Main. WCCS385)

Total Phase 3 Pioneer Main Extension Costs: \$3,500,000

- Phase 4 – serve area along La Platte road extension and provide redundancy for the area. (very long-term plan for the system) (18 months to design and construct from application)

12" main in S. 10th St. from La Platte Rd. (S) to La Platte Rd (N.)
 12" main in La Platte Rd from 36th to Hwy 75

Total Phase 4 Pioneer Main Extension Costs: \$2,200,000

These estimated costs are all in 2020 dollars and are for the pioneer approach mains that serve the general area. Smaller distribution mains in dedicated rights-of-ways within or surrounding developed property may also need to be extended and would be an additional cost. The cost of the water service from the public mains would also be in addition to the water main cost above. When service is applied for, other applicable charges such as impact fees, tapping charges, etc. would be payable.

Please let me know if you have any questions or would like to have a follow-up call.

Regards,

Kyle M. Bowman
 Business Development Specialist
 Metropolitan Utilities District
 402.504.7185

MEMORANDUM OF UNDERSTANDING
FOR
WATER MAIN EXTENSION DESIGN SERVICES
MUD PROJECT WP1871

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of the date of the last signature below (the "Effective Date") by and between METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, a municipal corporation and political subdivision of the State of Nebraska ("MUD") and CITY OF BELLEVUE, a municipal corporation and city of the first class of the State of Nebraska ("the City") (MUD and the City are sometimes referred to collectively in this MOU as the "Parties").

RECITALS

- a. MUD operates a natural gas and drinking water utility in and around the City of Bellevue, Sarpy County, Nebraska;
- b. The City desires that MUD extend its existing water infrastructure, consisting of water main pipelines, pump stations, valves, hydrants and other such facilities, generally along Platteview Rd., Hidden Valley Drive, South 10th St., East LaPlatte Rd, and Harlan Lewis Rd. ("Proposed Water Main Extension") as shown on the attached "Exhibit A: WP1871 Proposed Main Extension Map."
- c. The City understands that as the areas surrounding the Proposed Water Main Extension develops, additional main extensions may be required in accordance with District's Water and/or Gas Rules and Regulations.
- d. The Proposed Water Main Extension will require significant up-front costs related to design work ("Design Services");
- e. HDR, Inc., an engineering and design firm based in Omaha, Nebraska, is currently designing a sewer and road project along the same corridor as the Proposed Water Main Extension for the City and has specialized knowledge of the area and the City's roadway and sewer needs;

NOW THEREFORE, in consideration of the above Recitals and mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are expressly acknowledged, MUD and the City set forth their mutual understanding and agreement as follows:

AGREEMENT

1. **Retention of Design Firm and Estimated Costs of the Design Services.** Based on the foregoing recitals, MUD shall enter into an agreement with HDR Inc., to provide for the design of the Proposed Water Main Extension ("Design Services"). Nothing in this MOU would imply or create a relationship between the City and HDR Inc. directly for the Design Services. The Design Services performed by HDR Inc. shall be at MUD's sole discretion. The City shall have the opportunity to review and provide input on the final design of the Proposed Water Main Extension prior to moving on to any construction or implementation phase for this project. However, MUD shall have sole discretion over the final design of the project. MUD's current estimate of the costs of the Design Services are \$1,100,000 which includes both fees payable to HDR Inc., and MUD's internal fees related to the design. The Parties acknowledge this is an estimate only and is subject to change.
2. **Design Services Reasonable and Necessary.** The City agrees that MUD has shared sufficient information with the City to enable the City to evaluate the necessity and reasonableness of the Design Services and the costs for the same. After evaluating the information and documents provided by MUD, the City agrees that the Design Services, and the costs MUD must pay for the same, are both reasonable and necessary.
3. **Reimbursement for Design Services.** The City hereby agrees to reimburse MUD for all actual costs incurred by MUD, including internal costs, for the Design Services for the Proposed Water Main Extension. MUD shall submit invoices to the City when Design Services are estimated to be ¼ complete, ½ complete, ¾ complete and when they are complete. The City shall submit payment to MUD within 30 days of receipt of an invoice.
4. **No Obligation to Extend.** Nothing in this MOU shall be construed to require MUD or the City to proceed with construction of the water main extension. Terms of any actual water main extension will be addressed in a separate Water Main Extension Agreement to be executed in the future between MUD and the City. The City will reimburse MUD for all Design Services regardless of whether or not an actual water main extension is agreed to.
5. **Entire Agreement.** This MOU constitutes the entire agreement of the Parties regarding the matters addressed herein. No amendment, alteration, modification or addition to this MOU will be valid or binding unless expressed in writing and signed by MUD and the City.
6. **Governing Law.** This License Agreement shall be governed in all respects by the laws of the State of Nebraska.
7. **Counterparts; Electronic Signatures.** For purposes of determining the enforceability of this MOU, facsimile signatures shall be deemed originals, and this License Agreement may be executed in any number of counterparts. This License Agreement may be executed by the use of DocuSign electronic signatures.

[Remainder of Page Left Intentionally Blank; Execution Page Follows.]

IN WITNESS WHEREOF, MUD and the City have caused this MOU to be executed as of the Effective Date.

**METROPOLITAN UTILITIES DISTRICT OF
OMAHA, NEBRASKA**

By: Mark E. Doyle

Name: Mark Doyle

Title: President

Date: 03/08/2022

Approved as to form:



Mark Mendenhall, Senior Vice President and General Counsel

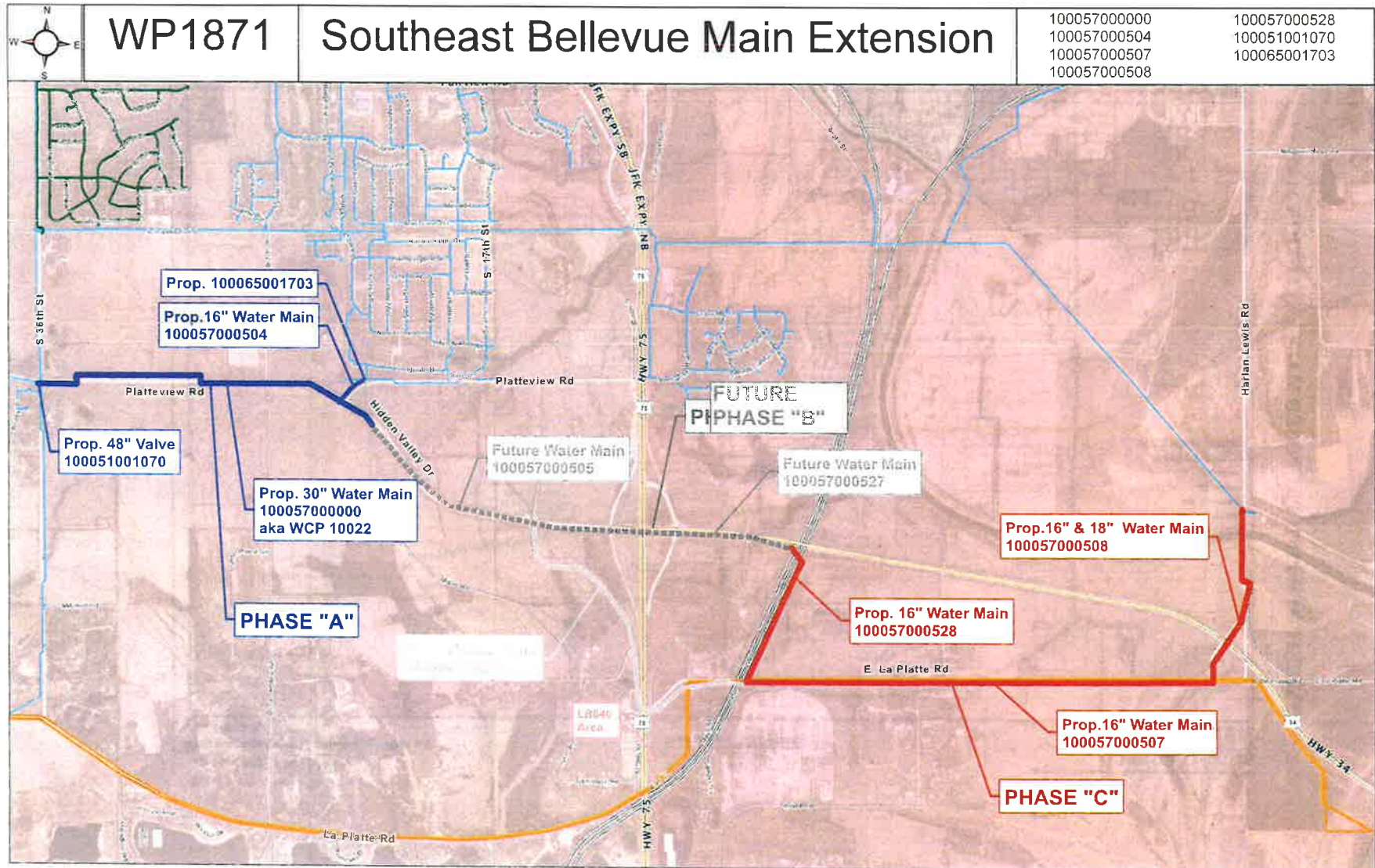
CITY OF BELLEVUE

By: 

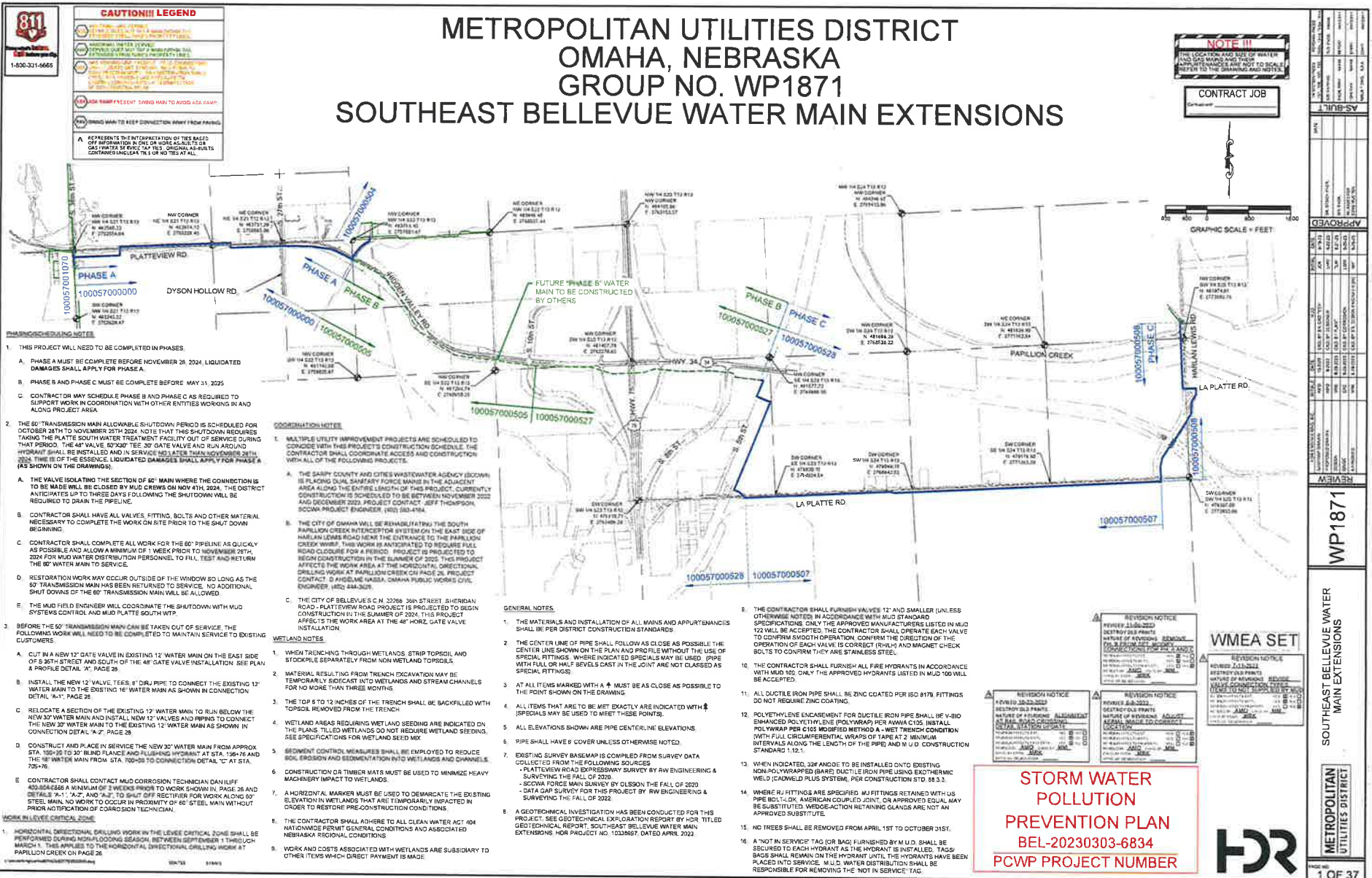
Name: RUSTY HIKE

Title: Mayor

Date: 2-1-22



METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA GROUP NO. WP1871 SOUTHEAST BELLEVUE WATER MAIN EXTENSIONS



- PHASING/SCHEDULING NOTES**
1. THIS PROJECT WILL NEED TO BE COMPLETED IN PHASES
 - A. PHASE A MUST BE COMPLETE BEFORE NOVEMBER 30, 2024. LIQUIDATED DAMAGES SHALL APPLY FOR PHASE A.
 - B. PHASE B AND PHASE C MUST BE COMPLETE BEFORE MAY 31, 2025.
 - C. CONTRACTOR MAY SCHEDULE PHASE B AND PHASE C AS REQUIRED TO SUPPORT WORK IN COORDINATION WITH OTHER ENTITIES WORKING IN AND ALONG PROJECT AREA.
 2. THE 60" TRANSMISSION MAIN ALLOWABLE SHUTDOWN PERIOD IS SCHEDULED FOR OCTOBER 20TH TO NOVEMBER 25TH 2024. NOTE THAT THIS SHUTDOWN REQUIRES TAKING THE PLATE SOUTH WATER TREATMENT FACILITY OUT OF SERVICE DURING THAT PERIOD. THE 48" VALVE, 50" PIPE, 30" GATE VALVE AND RUN AROUND HYDRANT SHALL BE INSTALLED AND IN SERVICE PRIOR TO THE NOVEMBER 25TH, 2024. TIME IS OF THE ESSENCE. LIQUIDATED DAMAGES SHALL APPLY FOR PHASE A AS SHOWN ON THE DRAWINGS.
 - A. THE VALVE ISOLATING THE SECTION OF 60" MAIN WHERE THE CONNECTION IS TO BE MADE WILL BE CLOSED BY MUD CREWS ON NOV 4TH, 2024. THE DISTRICT ANTICIPATES UP TO THREE DAYS FOLLOWING THE SHUTDOWN WILL BE REQUIRED TO DRAIN THE PIPELINE.
 - B. CONTRACTOR SHALL HAVE ALL VALVES, FITTINGS, BOLTS AND OTHER MATERIAL NECESSARY TO COMPLETE THE WORK ON SITE PRIOR TO THE SHUT DOWN BEGINNING.
 - C. CONTRACTOR SHALL COMPLETE ALL WORK FOR THE 60" PIPELINE AS QUICKLY AS POSSIBLE AND ALLOW A MINIMUM OF 1 WEEK PRIOR TO NOVEMBER 25TH, 2024 FOR MUD WATER DISTRIBUTION PERSONNEL TO FILL, TEST AND RETURN THE 60" WATER MAIN TO SERVICE.
 - D. RESTORATION WORK MAY OCCUR OUTSIDE OF THE WINDOW SO LONG AS THE 60" TRANSMISSION MAIN HAS BEEN RETURNED TO SERVICE. NO ADDITIONAL SHUT DOWNS OF THE 60" TRANSMISSION MAIN WILL BE ALLOWED.
 - E. THE MUD FIELD ENGINEER WILL COORDINATE THE SHUTDOWN WITH MUD SYSTEMS CONTROL AND MUD PLATTE SOUTH WTP.
 3. BEFORE THE 60" TRANSMISSION MAIN CAN BE TAKEN OUT OF SERVICE, THE FOLLOWING WORK WILL NEED TO BE COMPLETED TO MAINTAIN SERVICE TO EXISTING CUSTOMERS:
 - A. CUT IN A NEW 12" GATE VALVE IN EXISTING 12" WATER MAIN ON THE EAST SIDE OF S 36TH STREET AND SOUTH OF THE 48" GATE VALVE INSTALLATION. SEE PLAN & PROFILE DETAIL "A" PAGE 28.
 - B. INSTALL THE NEW 12" VALVE, 16" DRIP PIPE TO CONNECT THE EXISTING 12" WATER MAIN TO THE EXISTING 16" WATER MAIN AS SHOWN IN CONNECTION DETAIL "A1" PAGE 28.
 - C. RELOCATE A SECTION OF THE EXISTING 12" WATER MAIN TO RUN BELOW THE NEW 30" WATER MAIN AND INSTALL NEW 12" VALVES AND PIPES TO CONNECT THE NEW 30" WATER MAIN TO THE EXISTING 12" WATER MAIN AS SHOWN IN CONNECTION DETAIL "A2" PAGE 28.
 - D. CONSTRUCT AND PLACE IN SERVICE THE NEW 30" WATER MAIN FROM APPROX STA. 100+20 TO 30' BLIND FLANGE AND FILLING HYDRANT AT STA. 126+76 AND THE 16" WATER MAIN FROM STA. 100+50 TO CONNECTION DETAIL "C" AT STA. 75+76.
 - E. CONTRACTOR SHALL CONTACT MUD CORROSION TECHNICIAN DAN LUFF 402.824.6886 A MINIMUM OF 2 WEEKS PRIOR TO WORK SHOWN IN PAGE 28 AND DETAIL "A1", "A2", AND "A3". TO SIFT OFF RECEPTOR FOR WORK ALONG 50" STEEL MAIN, NO WORK TO OCCUR IN PROXIMITY OF 60" STEEL MAIN WITHOUT PRIOR NOTIFICATION OF CORROSION TECHNICIAN.

- COORDINATION NOTES**
- A. THE SARA COUNTY AND CITIES WASTEWATER AGENCY (SCWA) IS PLACING DUAL SANITARY FORCE MAINS IN THE ADJACENT AREA ALONG THE ENTIRE LENGTH OF THIS PROJECT. CURRENTLY CONSTRUCTION IS SCHEDULED TO BE BETWEEN NOVEMBER 2022 AND DECEMBER 2023. PROJECT CONTACT: JEFF THOMPSON, SCWA PROJECT ENGINEER, (402) 580-4184.
 - B. THE CITY OF OMAHA WILL BE REMEDIATING THE SOUTH PAPPILLION CREEK INTERCEPTOR SYSTEM ON THE EAST SIDE OF HAWLAN LEMER ROAD NEAR THE ENTRANCE TO THE PAPPILLION CREEK WWERF. THIS WORK IS ANTICIPATED TO REQUIRE FULL ROAD CLOSURE FOR A PERIOD. PROJECT IS PROJECTED TO BEGIN CONSTRUCTION IN THE SUMMER OF 2025. THIS PROJECT AFFECTS THE WORK AREA AT THE HORIZONTAL DIRECTIONAL DRILLING WORK AT PAPPILLION CREEK ON PAGE 28. PROJECT CONTACT: ANGELINE HANSA, OMAHA PUBLIC WORKS CIVIL ENGINEER, (402) 444-3025.
 - C. THE CITY OF BELLEVUE S.C.M. 22786 36th STREET, SHERIDAN ROAD, PLATTEVIEW ROAD PROJECT IS PROJECTED TO BEGIN CONSTRUCTION IN THE SUMMER OF 2024. THIS PROJECT AFFECTS THE WORK AREA AT THE 48" GATE VALVE INSTALLATION.

GENERAL NOTES

1. THE MATERIALS AND INSTALLATION OF ALL MAINS AND APPURTENANCES SHALL BE PER DISTRICT CONSTRUCTION STANDARDS.
2. THE CENTER LINE OF PIPE SHALL FOLLOW AS CLOSE AS POSSIBLE THE CENTER LINE SHOWN ON THE PLAN AND PROFILE WITHOUT THE USE OF SPECIAL FITTINGS. WHERE INDICATED SPECIALS MAY BE USED (PIPE WITH FULL OR HALF BEVELS CAST IN THE JOINT ARE NOT CLASSIFIED AS SPECIAL FITTINGS).
3. AT ALL ITEMS MARKED WITH A # MUST BE AS CLOSE AS POSSIBLE TO THE POINT SHOWN ON THE DRAWING.
4. ALL ITEMS THAT ARE TO BE MET EXACTLY ARE INDICATED WITH # (SPECIALS MAY BE USED TO MEET THESE POINTS).
5. ALL ELEVATIONS SHOWN ARE PIPE CENTERLINE ELEVATIONS.
6. PIPE SHALL HAVE 6" COVER UNLESS OTHERWISE NOTED.
7. EXISTING SURVEY BASEMAP IS COMPILED FROM SURVEY DATA COLLECTED FROM THE FOLLOWING SOURCES:
 - PLATTEVIEW ROAD EXPRESSWAY SURVEY BY RAN ENGINEERING & SURVEYING THE FALL OF 2020
 - SCOWA FORCE MAIN SURVEY BY OLSSON THE FALL OF 2020
 - DATA GAT SURVEY FOR THIS PROJECT BY RAN ENGINEERING & SURVEYING THE FALL OF 2022.
8. A GEOTECHNICAL INVESTIGATION HAS BEEN CONDUCTED FOR THIS PROJECT. SEE GEOTECHNICAL INVESTIGATION REPORT BY HDR TITLED "GEOTECHNICAL REPORT: SOUTHEAST BELLEVUE WATER MAIN EXTENSIONS, HDR PROJECT NO. 10338697, DATED APRIL 2023.
9. THE CONTRACTOR SHALL ADHERE TO ALL CLEAN WATER ACT 404 NEBASKA PERMIT CONDITIONS AND ASSOCIATED NEBRASKA REGIONAL CONDITIONS.
10. WORK AND COSTS ASSOCIATED WITH WETLANDS ARE SUBSIDIARY TO OTHER ITEMS WHICH DIRECT PAYMENT IS MADE.
11. ALL DUCTILE IRON PIPE SHALL BE ZINC COATED PER ISO 8178. FITTINGS DO NOT REQUIRE ZINC COATING.
12. POLYETHYLENE ENCASEMENT FOR DUCTILE IRON PIPE SHALL BE V-810 ENHANCED POLYETHYLENE POLYWRAP PER AWWA C105. INSTALL POLYWRAP PER C105 MODIFIED METHOD A - WET TRENCH CONDITION WITH FULL CIRCUMFERENTIAL WRAPS OF TAPE AT 2' MINIMUM INTERVALS ALONG THE LENGTH OF THE PIPE AND IN U.D. CONSTRUCTION STANDARD I 12.1.
13. WHEN INDICATED, 32P ANODE TO BE INSTALLED ONTO EXISTING NON-POLYWRAPPED (BAND) DUCTILE IRON PIPE USING EXOTHERMIC WELD (CANWELD PLUS SYSTEM, PER CONSTRUCTION STD. 8.3.3.
14. WHERE RJ FITTINGS ARE SPECIFIED, MJ FITTINGS RETAINED WITH US PIPE BODY OR AMERICAN COUPLED JOINT, OR APPROVED EQUAL MAY BE SUBSTITUTED. WEDGE-ACTION RETAINING GLANDS ARE NOT AN APPROVED SUBSTITUTE.
15. NO TREES SHALL BE REMOVED FROM APRIL 1ST TO OCTOBER 31ST.
16. A "NOT IN SERVICE" TAG (OR BAG) FURNISHED BY M.U.D. SHALL BE SECURED TO EACH HYDRANT AS THE HYDRANT IS INSTALLED. TAGS/BAGS SHALL REMAIN ON THE HYDRANT UNTIL THE HYDRANTS HAVE BEEN PLACED INTO SERVICE. M.U.D. WATER DISTRIBUTION SHALL BE RESPONSIBLE FOR REMOVING THE "NOT IN SERVICE" TAG.

- HORIZONTAL DIRECTIONAL DRILLING WORK IN THE LEVEE CRITICAL ZONE SHALL BE PERFORMED DURING NORMAL WORKING HOURS BETWEEN SEPTEMBER 1 THROUGH MARCH 4. THIS APPLIES TO THE HORIZONTAL DIRECTIONAL DRILLING WORK AT PAPPILLION CREEK ON PAGE 28.**

**STORM WATER
POLLUTION
PREVENTION PLAN
BEL-20230303-6834
PCWP PROJECT NUMBER**



NOTE!!!
THE LOCATION AND SIZE OF WATER MAINS AND APPURTENANCES ARE NOT TO SCALE. REFER TO THE DRAWING AND NOTES.

CONTRACT JOB

WP1871

SOUTHEAST BELLEVUE WATER MAIN EXTENSIONS

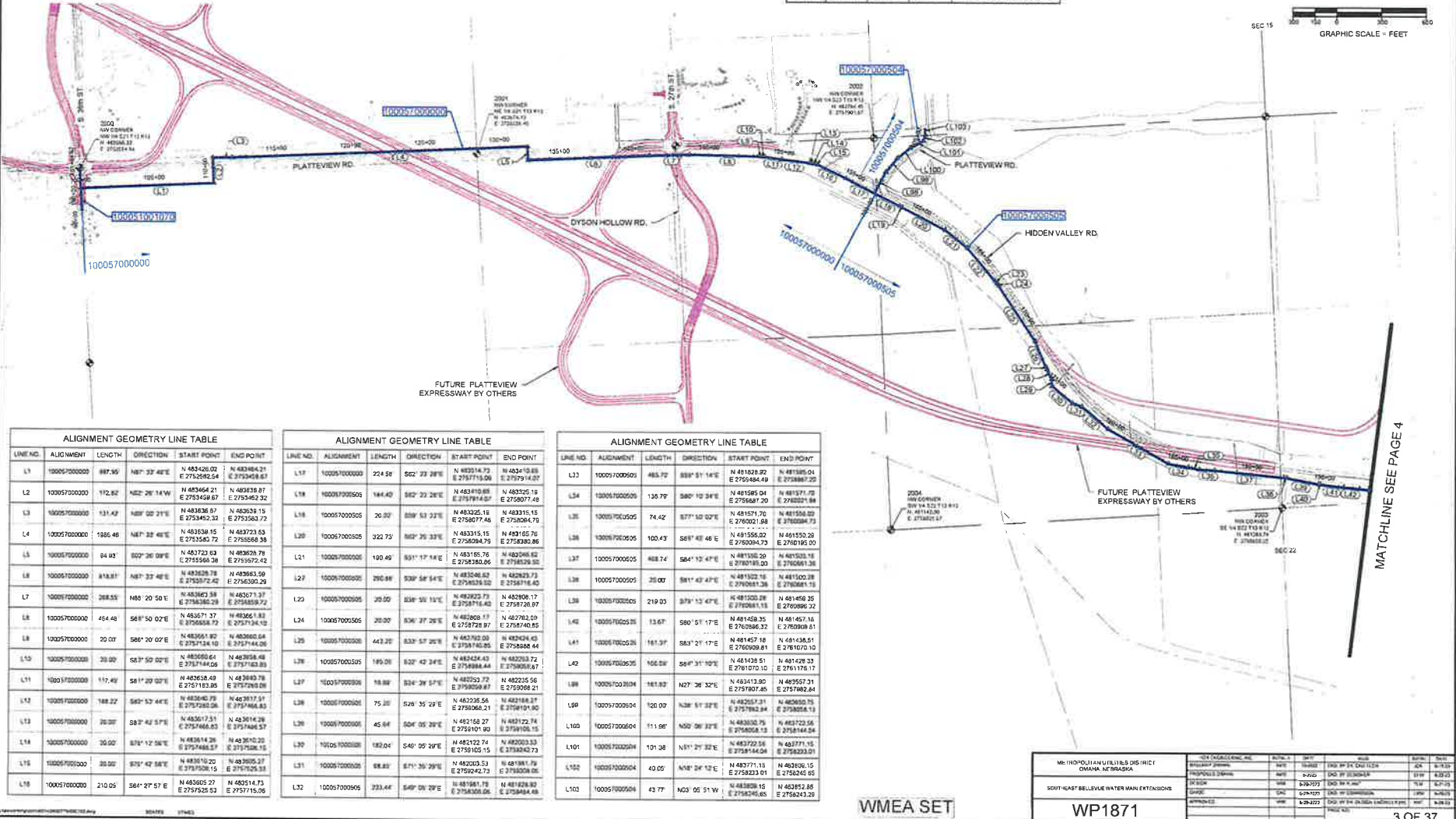
METROPOLITAN UTILITIES DISTRICT

1 OF 37



SURVEY CONTROL POINTS TABLE			
POINT NO.	NORTHING	EASTING	ELEVATION
2000	483560.33	275254.84	1147.70
2001	482674.13	275228.40	1150.37
2002	482788.45	275190.87	1054.38
2003	481268.74	275265.25	1131.43
2004	481142.05	275825.87	1122.84

BASELINE CONTROL
 BASELINE FOR THIS PROJECT IS ESTABLISHED ALONG THE CENTERLINE OF THE WATER MAIN HORIZONTAL ALIGNMENT.
 ALL COORDINATES SHOWN ON THESE PLANS ARE MODIFIED NEBRASKA STATE PLANE, NAD 83, VERT. DATUM IS NAVD 83. SCALE FACTOR IS 0.999997 (ABOUT 0.9 CIRCLED TO ZERO).



ALIGNMENT GEOMETRY LINE TABLE					
LINE NO.	ALIGNMENT	LENGTH	DIRECTION	START POINT	END POINT
L1	100057000000	897.95	N87°37'48"E	N 483420.02 E 275282.54	N 483484.21 E 275345.83
L2	100057000000	172.82	N82°26'14"W	N 483464.21 E 275345.83	N 483538.87 E 275353.72
L3	100057000000	131.42	N89°02'31"E	N 483538.87 E 275353.72	N 483538.87 E 275353.72
L4	100057000000	186.46	N87°32'48"E	N 483538.87 E 275353.72	N 483723.63 E 275568.38
L5	100057000000	64.93	S07°36'09"E	N 483723.63 E 275568.38	N 483639.79 E 275597.42
L6	100057000000	818.81	N87°32'48"E	N 483639.79 E 275597.42	N 483639.79 E 275597.42
L7	100057000000	268.55	N80°20'50"E	N 483639.79 E 275597.42	N 483639.79 E 275597.42
L8	100057000000	454.48	S81°50'02"E	N 483639.79 E 275597.42	N 483639.79 E 275597.42
L9	100057000000	20.00	S80°20'07"E	N 483639.79 E 275597.42	N 483639.79 E 275597.42
L10	100057000000	39.00	S83°50'00"E	N 483639.79 E 275597.42	N 483639.79 E 275597.42
L11	100057000000	117.40	S81°50'00"E	N 483639.79 E 275597.42	N 483639.79 E 275597.42
L12	100057000000	188.22	S49°53'48"E	N 483639.79 E 275597.42	N 483639.79 E 275597.42
L13	100057000000	30.00	S87°42'57"E	N 483639.79 E 275597.42	N 483639.79 E 275597.42
L14	100057000000	30.00	S74°12'56"E	N 483639.79 E 275597.42	N 483639.79 E 275597.42
L15	100057000000	30.00	S70°42'58"E	N 483639.79 E 275597.42	N 483639.79 E 275597.42
L16	100057000000	210.05	S84°27'57"E	N 483639.79 E 275597.42	N 483639.79 E 275597.42

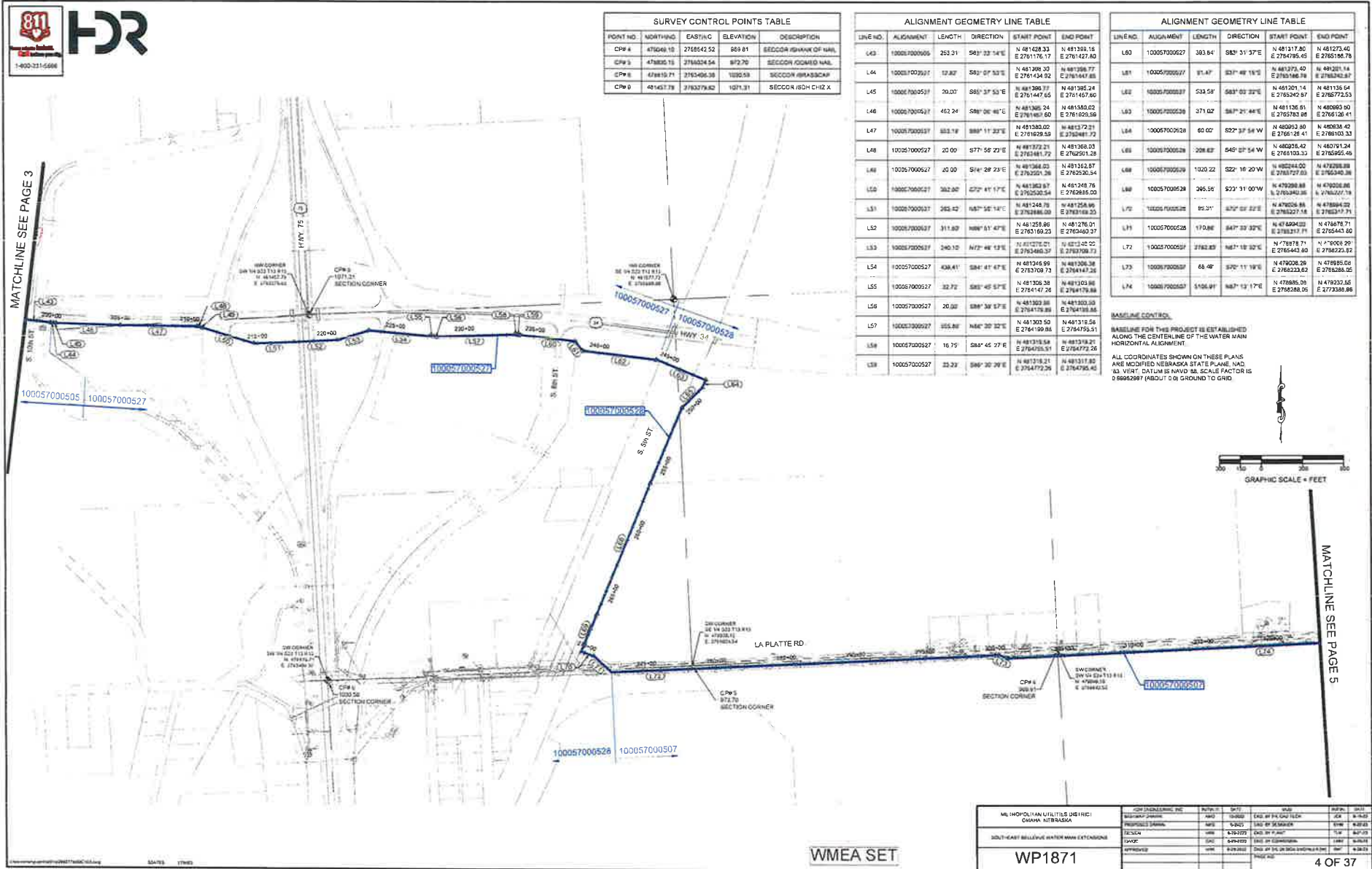
ALIGNMENT GEOMETRY LINE TABLE					
LINE NO.	ALIGNMENT	LENGTH	DIRECTION	START POINT	END POINT
L17	100057000000	224.58	S62°23'28"E	N 483514.72 E 275371.85	N 483410.88 E 275379.42
L18	100057000000	184.40	S62°23'28"E	N 483410.88 E 275379.42	N 483325.18 E 275380.77
L19	100057000000	20.00	S59°53'33"E	N 483325.18 E 275380.77	N 483315.15 E 275380.77
L20	100057000000	322.73	S62°25'33"E	N 483315.15 E 275380.77	N 483155.76 E 275380.86
L21	100057000000	100.46	S51°17'18"E	N 483155.76 E 275380.86	N 482986.63 E 275380.86
L22	100057000000	290.88	S39°58'54"E	N 482986.63 E 275380.86	N 482823.73 E 275381.62
L23	100057000000	30.00	S58°30'13"E	N 482823.73 E 275381.62	N 482768.07 E 275378.07
L24	100057000000	20.00	S36°27'20"E	N 482768.07 E 275378.07	N 482762.02 E 275374.85
L25	100057000000	443.20	S33°57'28"E	N 482762.02 E 275374.85	N 482424.43 E 275388.44
L26	100057000000	199.00	S32°43'24"E	N 482424.43 E 275388.44	N 482303.72 E 275390.67
L27	100057000000	19.88	S34°28'57"E	N 482303.72 E 275390.67	N 482235.55 E 275398.21
L28	100057000000	75.00	S28°55'29"E	N 482235.55 E 275398.21	N 482188.37 E 275401.90
L29	100057000000	45.81	S04°55'29"E	N 482188.37 E 275401.90	N 482168.27 E 275401.90
L30	100057000000	182.04	S49°05'29"E	N 482168.27 E 275401.90	N 482023.74 E 275393.73
L31	100057000000	88.83	S71°35'29"E	N 482023.74 E 275393.73	N 481981.78 E 275398.06
L32	100057000000	233.44	S49°05'29"E	N 481981.78 E 275398.06	N 481826.92 E 275384.88

ALIGNMENT GEOMETRY LINE TABLE					
LINE NO.	ALIGNMENT	LENGTH	DIRECTION	START POINT	END POINT
L33	100057000000	485.70	S88°51'14"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L34	100057000000	136.79	S80°10'34"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L35	100057000000	74.42	S77°10'02"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L36	100057000000	100.43	S84°48'46"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L37	100057000000	408.74	S84°12'47"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L38	100057000000	26.00	S81°43'47"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L39	100057000000	219.03	S78°13'47"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L40	100057000000	13.67	S80°51'17"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L41	100057000000	181.37	S83°21'17"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L42	100057000000	106.58	S84°31'10"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L43	100057000000	181.83	N27°38'32"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L44	100057000000	120.00	N38°51'32"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L45	100057000000	111.98	N02°58'32"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L46	100057000000	101.38	N11°21'32"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L47	100057000000	40.00	N48°24'12"E	N 481826.92 E 275384.88	N 481826.92 E 275384.88
L48	100057000000	43.77	N03°05'51"W	N 481826.92 E 275384.88	N 481826.92 E 275384.88

WMEA SET

MR. TROPOLI AND FILIBS DISTRICT		OMAHA, NEBRASKA	
PROJECT NO.	WP1871	DATE	08/20/2018
DRAWN BY	W. J. WILSON	CHECKED BY	W. J. WILSON
DATE	08/20/2018	SCALE	AS SHOWN
APPROVED BY	W. J. WILSON	DATE	08/20/2018

WP1871



POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
CPW 4	478049.10	278842.52	888.81	SECTION IRONWARK NAIL
CPW 5	478830.15	278824.54	872.70	SECTION IRONWARK NAIL
CPW 8	478810.71	2783456.38	1020.58	SECTION IRONWARK NAIL
CPW 9	481437.78	2783279.82	1071.31	SECTION IRONWARK NAIL

LINE NO.	ALIGNMENT	LENGTH	DIRECTION	START POINT	END POINT
L43	100057000505	253.21	S83° 33' 14"E	N 481428.33 E 276176.17	N 481739.15 E 276142.40
L44	100057000527	17.87	S61° 07' 53"E	N 481339.33 E 276143.92	N 481358.77 E 276147.85
L45	100057000531	20.07	S61° 37' 53"E	N 481386.77 E 276147.65	N 481395.24 E 276146.60
L46	100057000537	462.24	S89° 00' 48"E	N 481386.24 E 276146.60	N 481350.02 E 276100.58
L47	100057000537	853.18	S89° 11' 33"E	N 481386.02 E 276100.58	N 481372.31 E 276081.72
L48	100057000527	20.00	S77° 56' 23"E	N 481372.31 E 276081.72	N 481368.03 E 276050.34
L49	100057000527	20.00	S74° 28' 23"E	N 481368.03 E 276050.34	N 481363.87 E 276030.54
L50	100057000527	382.80	S72° 41' 17"E	N 481363.87 E 276030.54	N 481348.76 E 276288.00
L51	100057000537	263.42	N67° 30' 14"E	N 481348.76 E 276288.00	N 481258.86 E 2763168.00
L52	100057000537	311.80	N66° 51' 47"E	N 481258.86 E 2763168.00	N 481276.07 E 276240.37
L53	100057000537	240.10	N72° 48' 13"E	N 481276.07 E 276240.37	N 481342.00 E 2763708.73
L54	100057000527	436.41	S84° 41' 47"E	N 481342.00 E 2763708.73	N 481345.99 E 2763709.73
L55	100057000527	32.72	S80° 45' 57"E	N 481345.99 E 2763709.73	N 481306.38 E 2764147.26
L56	100057000527	20.00	S88° 38' 57"E	N 481306.38 E 2764147.26	N 481303.36 E 2764138.86
L57	100057000527	85.86	N64° 30' 32"E	N 481303.36 E 2764138.86	N 481303.50 E 2764755.51
L58	100057000527	16.79	S84° 45' 27"E	N 481303.50 E 2764755.51	N 481318.25 E 2764772.26
L59	100057000527	33.23	S86° 30' 28"E	N 481318.25 E 2764772.26	N 481317.83 E 2764795.45

LINE NO.	ALIGNMENT	LENGTH	DIRECTION	START POINT	END POINT
L60	100057000527	383.84	S83° 31' 37"E	N 481373.40 E 276378.45	N 481373.40 E 276378.45
L61	100057000527	31.47	S37° 48' 18"E	N 481373.40 E 276378.45	N 481373.40 E 276378.45
L62	100057000537	533.58	S83° 03' 32"E	N 481373.40 E 276378.45	N 481356.54 E 276572.53
L63	100057000528	271.02	S87° 21' 48"E	N 481356.54 E 276572.53	N 480983.90 E 276528.41
L64	100057000528	60.02	S27° 37' 54"W	N 480983.90 E 276528.41	N 480934.40 E 276510.33
L65	100057000528	208.83	S40° 07' 54"W	N 480934.40 E 276510.33	N 480791.24 E 276595.46
L66	100057000528	1020.22	S22° 16' 20"W	N 480791.24 E 276595.46	N 480244.00 E 276540.38
L67	100057000528	265.56	S22° 31' 00"W	N 480244.00 E 276540.38	N 479288.88 E 276540.38
L68	100057000528	95.31	S70° 03' 22"E	N 479288.88 E 276540.38	N 478884.02 E 276527.18
L69	100057000528	170.88	S47° 33' 32"E	N 478884.02 E 276527.18	N 478894.23 E 276511.71
L70	100057000528	2782.83	N67° 18' 32"E	N 478894.23 E 276511.71	N 478878.71 E 276543.40
L71	100057000528	45.48	S70° 11' 18"E	N 478878.71 E 276543.40	N 478878.71 E 276543.40
L72	100057000528	45.48	S70° 11' 18"E	N 478878.71 E 276543.40	N 478878.71 E 276543.40
L73	100057000528	45.48	S70° 11' 18"E	N 478878.71 E 276543.40	N 478878.71 E 276543.40
L74	100057000528	45.48	S70° 11' 18"E	N 478878.71 E 276543.40	N 478878.71 E 276543.40

BASELINE CONTROL
BASELINE FOR THIS PROJECT IS ESTABLISHED
ALONG THE CENTERLINE OF THE WATER MAIN
HORIZONTAL ALIGNMENT.

ALL COORDINATES SHOWN ON THESE PLANS
ARE MODIFIED NEBRASKA STATE PLANE, NAD
83. VERT. DATUM IS NAVD 83. SCALE FACTOR IS
0.99992897 (ABOUT 0.00 GROUND TO GRID).



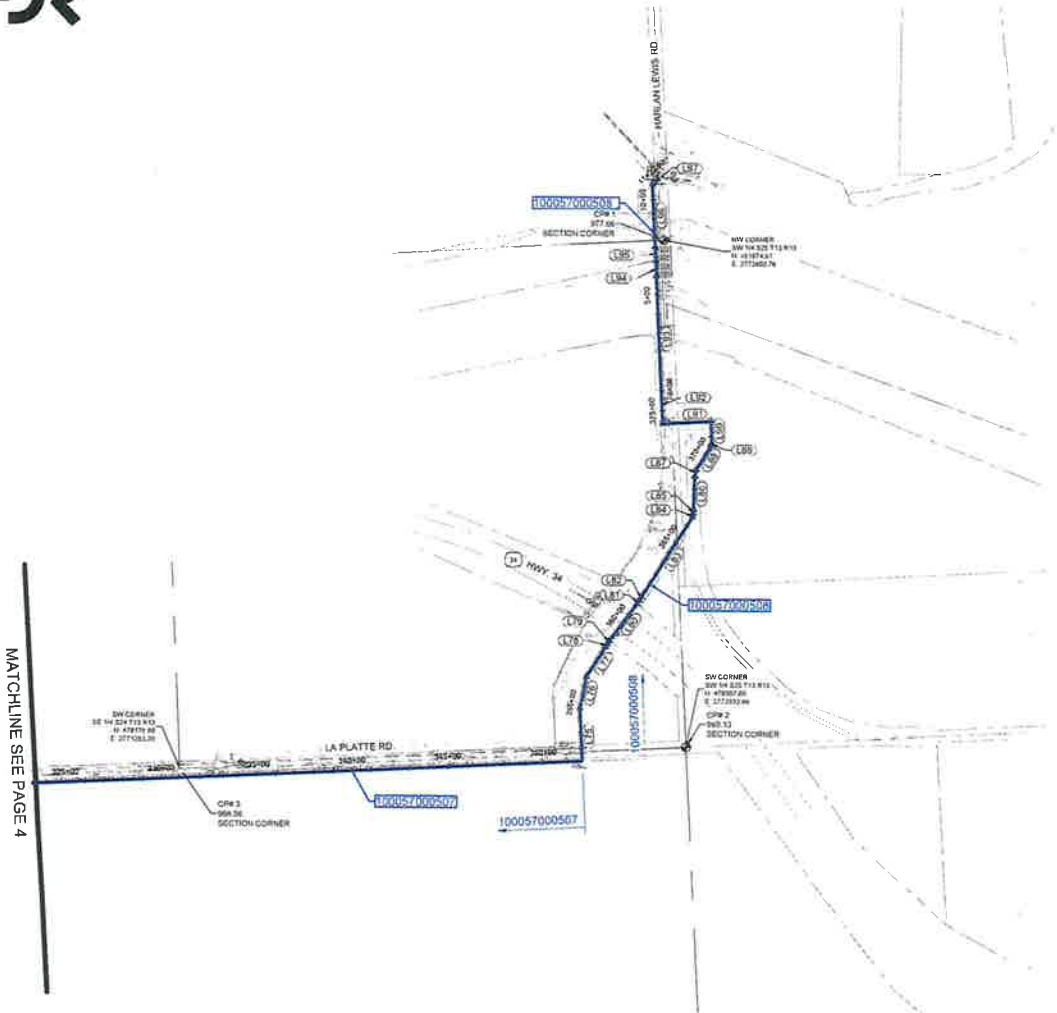
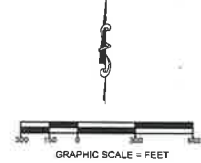
MILWAUKEE UTILITY DISTRICT OMAHA, NEBRASKA	PROJECT NO. 100057000528	SHEET NO. 4 OF 37	DATE 10/20/20	SCALE AS SHOWN
SOUTH-EAST BELLEVUE WATER MAIN EXTENSION	DATE 10/20/20	DESIGNED BY JAC	CHECKED BY JAC	DATE 10/20/20
PROJECT NO. 100057000528		SHEET NO. 4 OF 37		DATE 10/20/20

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BASILINE CONTROL
 BASELINE FOR THIS PROJECT IS ESTABLISHED ALONG THE CENTERLINE OF THE WATER MAIN HORIZONTAL ALIGNMENT.
 ALL COORDINATES SHOWN ON THESE PLANS ARE MEASURED NEBRASKA STATE PLANE, NAD 83. VERT. DATUM IS NAVD 83. SCALE FACTOR IS 0.99992897 (ABOUT 0.0) GROUND TO GRID.



SURVEY CONTROL POINTS TABLE

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
CPW 1	481874.81	2773652.73	977.66	SECCOR ICH2 X
CPW 2	479307.00	2773622.66	963.13	SECCOR ICH2M NAL
CPW 3	479176.60	2771283.32	968.88	SECCOR SHANK OF RAIL

ALIGNMENT GEOMETRY TABLE

LINE NO.	ALIGNMENT	LENGTH	DIRECTION	START POINT	END POINT
L75	100057000500	217.13	N02° 46' 02" W	N 478233.85 E 2773388.86	N 478528.45 E 2773375.58
L76	100057000500	169.49	S11° 01' 08" E	N 479508.45 E 2773235.58	N 479675.21 E 2773207.97
L77	100057000500	188.48	N32° 13' 28" E	N 478675.81 E 2773407.97	N 478835.25 E 2773568.47
L78	100057000500	18.70	N30° 38' 49" E	N 478835.25 E 2773568.47	N 478848.82 E 2773516.98
L79	100057000500	20.00	N33° 32' 38" E	N 478848.82 E 2773516.98	N 478858.28 E 2773528.03
L80	100057000500	243.84	N08° 26' 43" E	N 478858.28 E 2773528.03	N 488903.51 E 2772972.95
L81	100057000500	18.89	N33° 32' 57" E	N 488903.51 E 2773872.95	N 489078.15 E 2773884.00
L82	100057000500	20.00	N00° 30' 50" E	N 489078.15 E 2773884.00	N 489096.35 E 2773884.25
L83	100057000500	483.01	N02° 11' 28" E	N 489096.35 E 2773884.25	N 489515.25 E 2773961.92
L84	100057000500	20.00	N00° 41' 28" E	N 489515.25 E 2773961.92	N 489534.88 E 2773961.33
L85	100057000500	23.00	N08° 11' 37" E	N 489534.88 E 2773961.33	N 489554.89 E 2773963.49
L86	100057000500	175.15	N02° 00' 54" E	N 489554.89 E 2773963.49	N 490728.91 E 2773970.05
L87	100057000500	35.53	N11° 02' 59" E	N 490728.91 E 2773970.05	N 490764.78 E 2773878.88
L88	100057000500	147.80	N00° 57' 49" E	N 490764.78 E 2773878.88	N 490881.61 E 2774052.95
L89	100057000500	13.87	N18° 42' 49" E	N 490881.61 E 2774052.95	N 490954.23 E 2774057.48
L90	100057000500	118.84	N02° 47' 51" W	N 490954.23 E 2774057.48	N 491020.64 E 2774051.80
L91	100057000500	251.11	S81° 12' 49" W	N 491020.64 E 2774051.80	N 491098.73 E 2773800.89
L92	100057000500	176.30	N02° 48' 52" W	N 491098.73 E 2773800.89	N 491188.82 E 2773792.37
L93	100057000500	602.67	N02° 47' 54" W	N 491188.82 E 2773792.37	N 491284.82 E 2773783.04
L94	100057000500	80.00	N02° 47' 54" W	N 491284.82 E 2773783.04	N 491364.85 E 2773759.13
L95	100057000500	70.00	N02° 47' 54" W	N 491364.85 E 2773759.13	N 491594.98 E 2773758.13
L96	100057000500	329.80	N02° 47' 47" W	N 491594.98 E 2773758.13	N 492264.20 E 2773739.62
L97	100057000500	42.13	N40° 38' 49" E	N 492264.20 E 2773739.62	N 492292.40 E 2773770.82

MATCHLINE SEE PAGE 4

WMEA SET

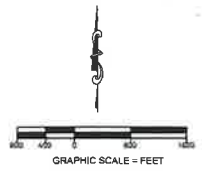
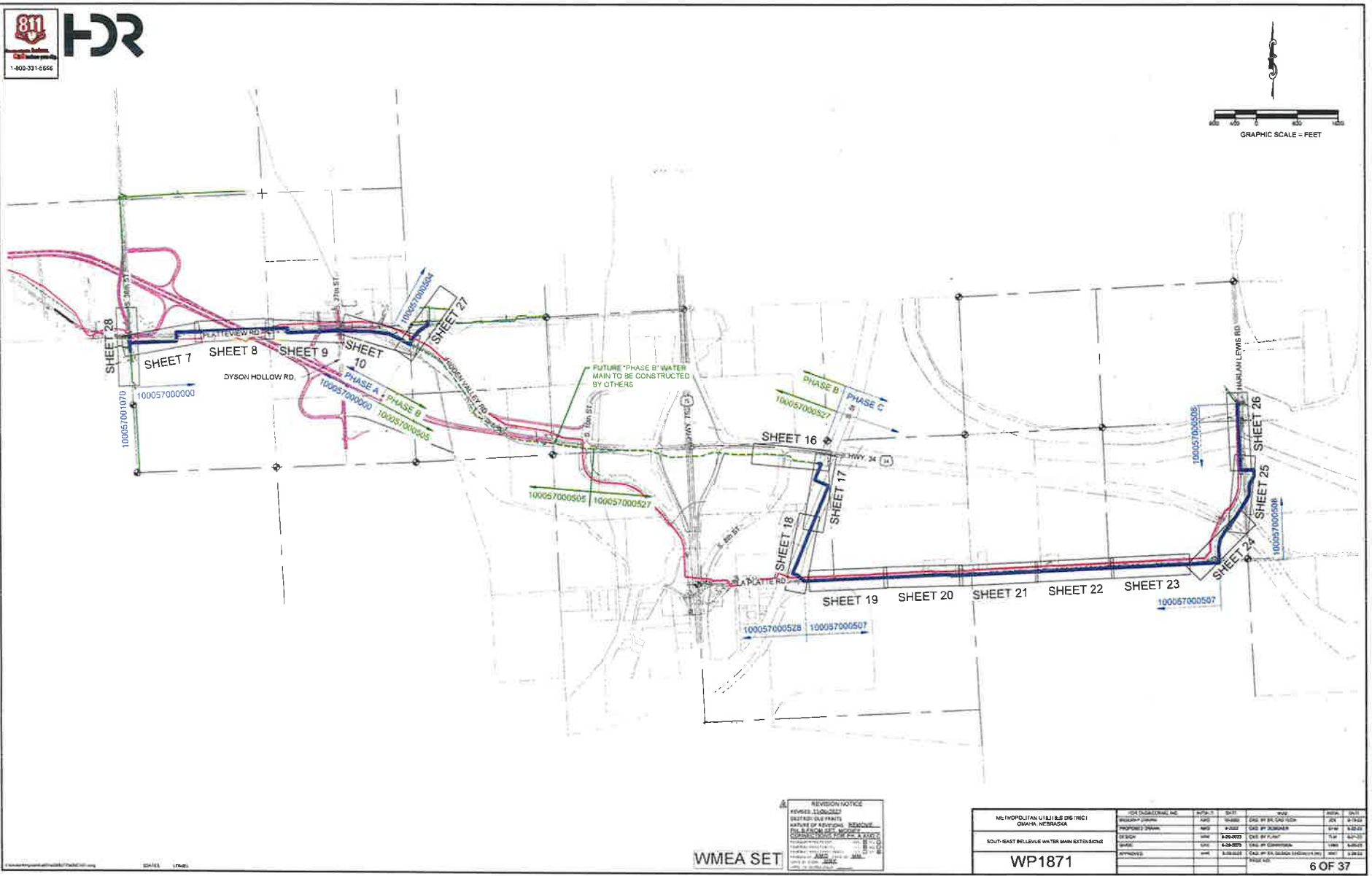
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1	02/22/22	DR	DR	DR	AS SHOWN	02/22/22
2	02/22/22	DR	DR	DR	AS SHOWN	02/22/22
3	02/22/22	DR	DR	DR	AS SHOWN	02/22/22
4	02/22/22	DR	DR	DR	AS SHOWN	02/22/22
5	02/22/22	DR	DR	DR	AS SHOWN	02/22/22

METROPOLITAN UTILITIES DISTRICT 1
 OMAHA, NEBRASKA

SOUTH-EAST BELLEVUE WATER MAIN EXTENSIONS

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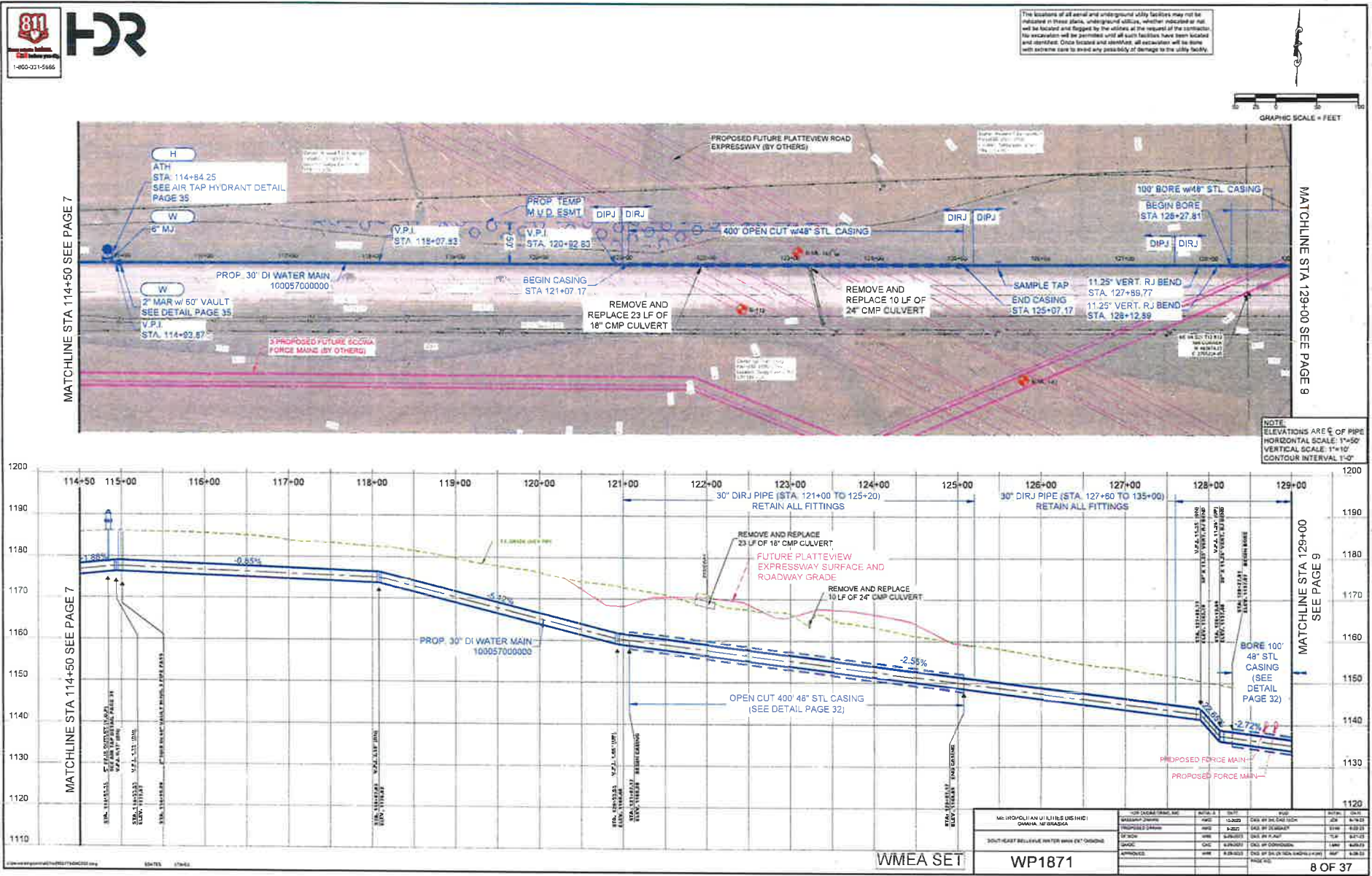
REVISION NOTICE	
NO. 1	REVISED 11/06/2023
NO. 2	REMOVED SHEET PARTS
NO. 3	NATURE OF REVISIONS
NO. 4	REVISIONS TO THE PLAN
NO. 5	REVISIONS TO THE NOTES
NO. 6	REVISIONS TO THE SPECIFICATIONS
NO. 7	REVISIONS TO THE SCHEDULE
NO. 8	REVISIONS TO THE GENERAL NOTES
NO. 9	REVISIONS TO THE CONTRACT DOCUMENTS
NO. 10	REVISIONS TO THE BIDDING DOCUMENTS
NO. 11	REVISIONS TO THE CONSTRUCTION DOCUMENTS
NO. 12	REVISIONS TO THE AS-BUILT DOCUMENTS

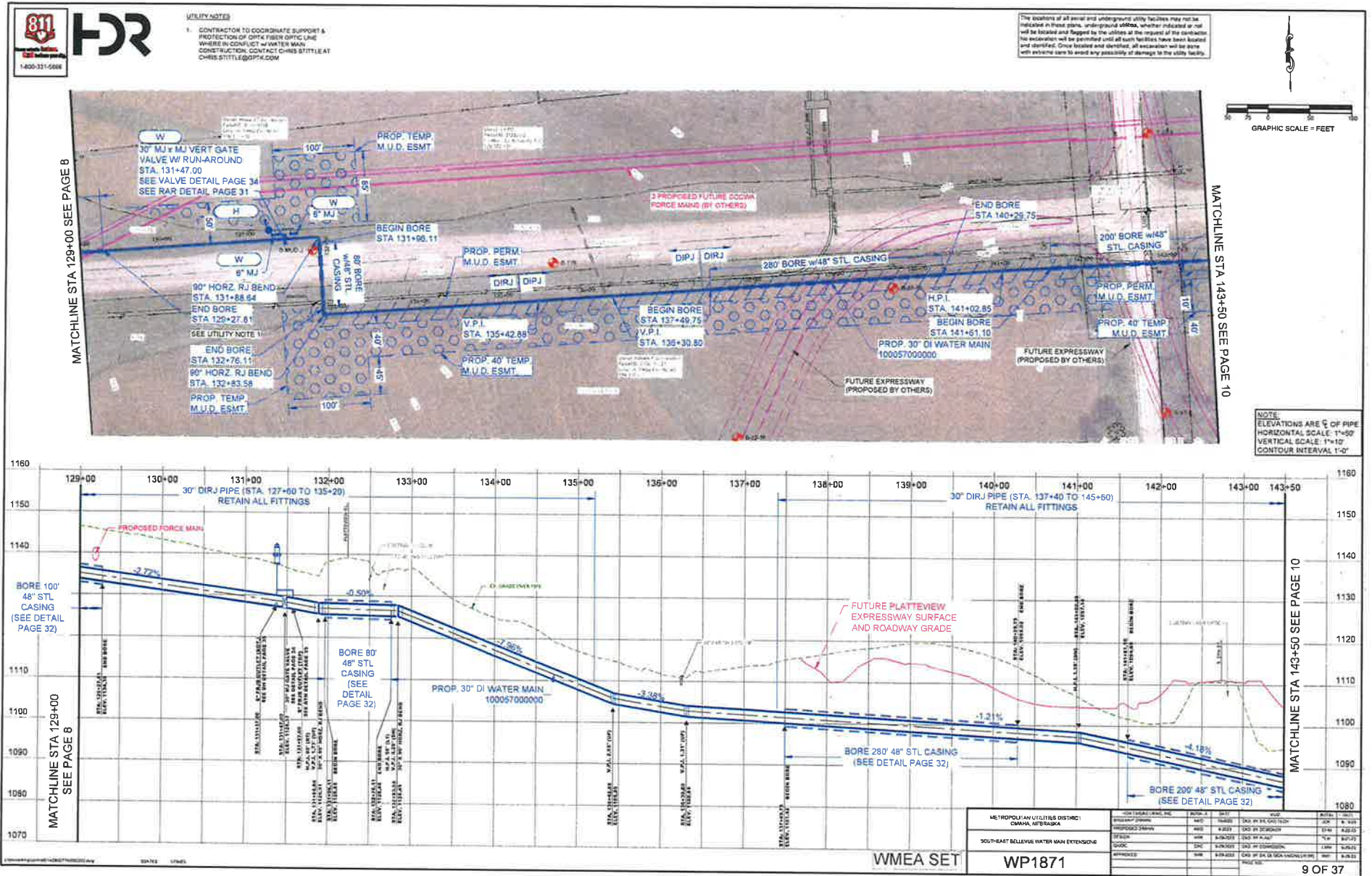
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3	DESIGN	06-20-23	WJ	WJ	WJ
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5	DESIGN	06-20-23	WJ	WJ	WJ
6	DESIGN	06-20-23	WJ	WJ	WJ
7	DESIGN	06-20-23	WJ	WJ	WJ
8	DESIGN	06-20-23	WJ	WJ	WJ
9	DESIGN	06-20-23	WJ	WJ	WJ
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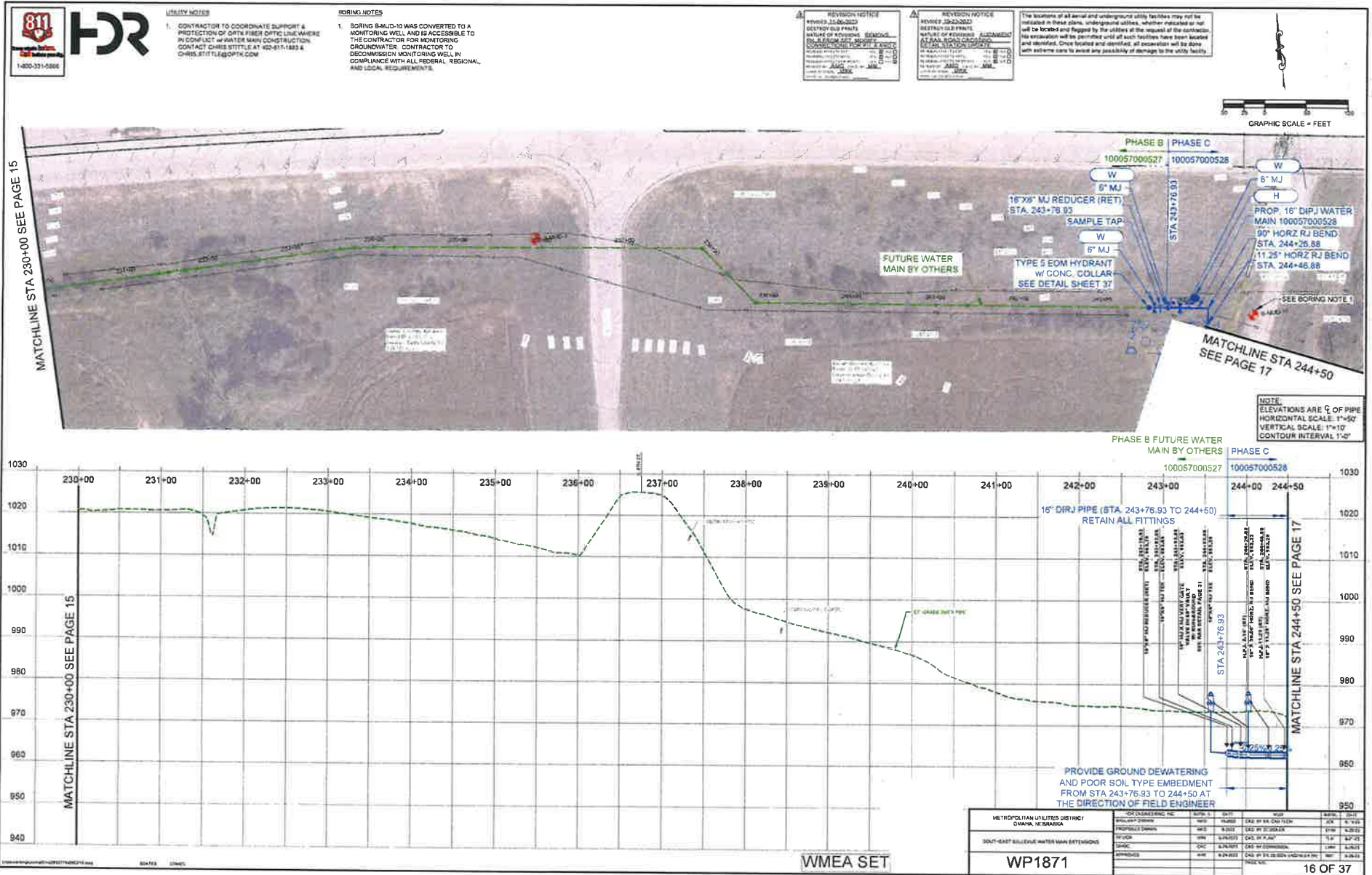
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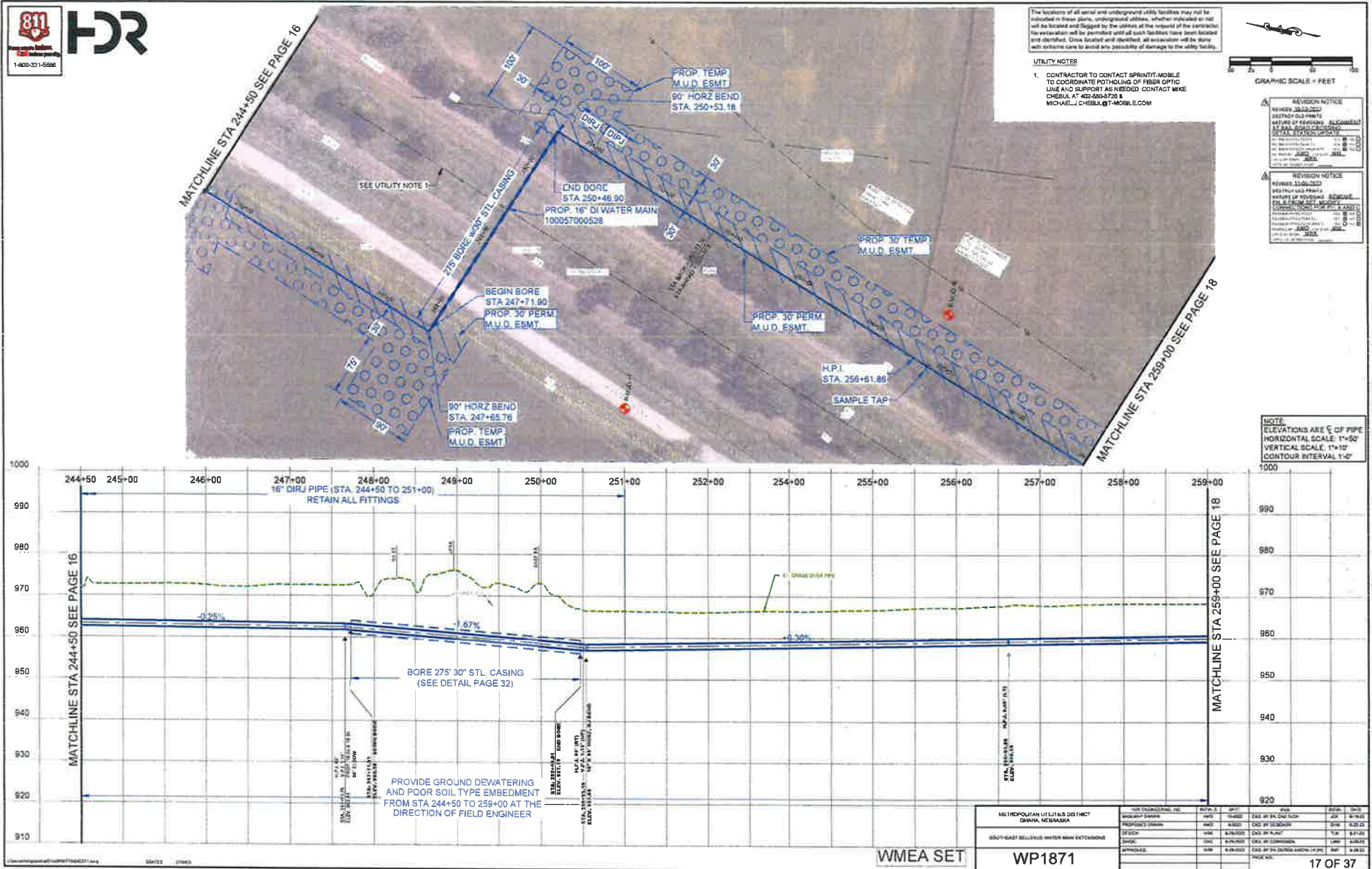
WP1871

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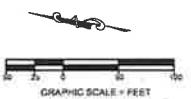




The locations of all aerial and underground utility facilities may not be indicated on these plans, underground utilities, whether indicated or not, will be located and flagged by the utility at the request of the contractor. No excavation will be permitted until all such facilities have been located and identified. Once located and identified, all excavation will be done with extreme care to avoid any possibility of damage to the utility facility.

UTILITY NOTES

- CONTRACTOR TO CONTACT SPRINT/MOBILE TO COORDINATE POT-HOLING OF FIBER OPTIC LINE AND SUPPORT AS NEEDED. CONTACT MIKE CHEBUL AT 402-680-4720 & MICHAEL.CHEBUL@T-MOBILE.COM



REVISION NOTICE

NO.	DATE	BY	DESCRIPTION
1	08/20/2013	WME	ISSUE FOR PERMITS
2	08/20/2013	WME	ISSUE FOR PERMITS

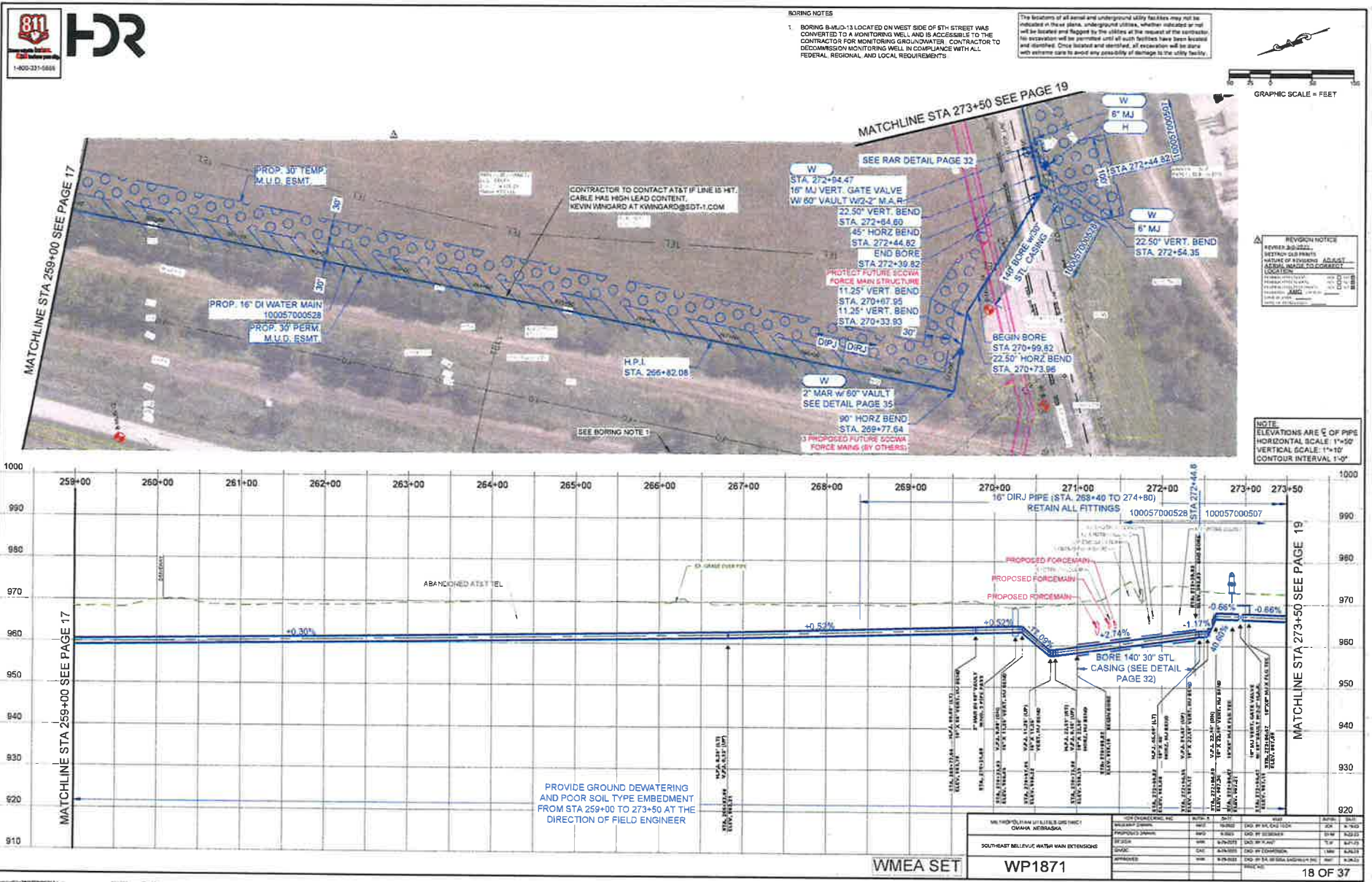
REVISION NOTICE

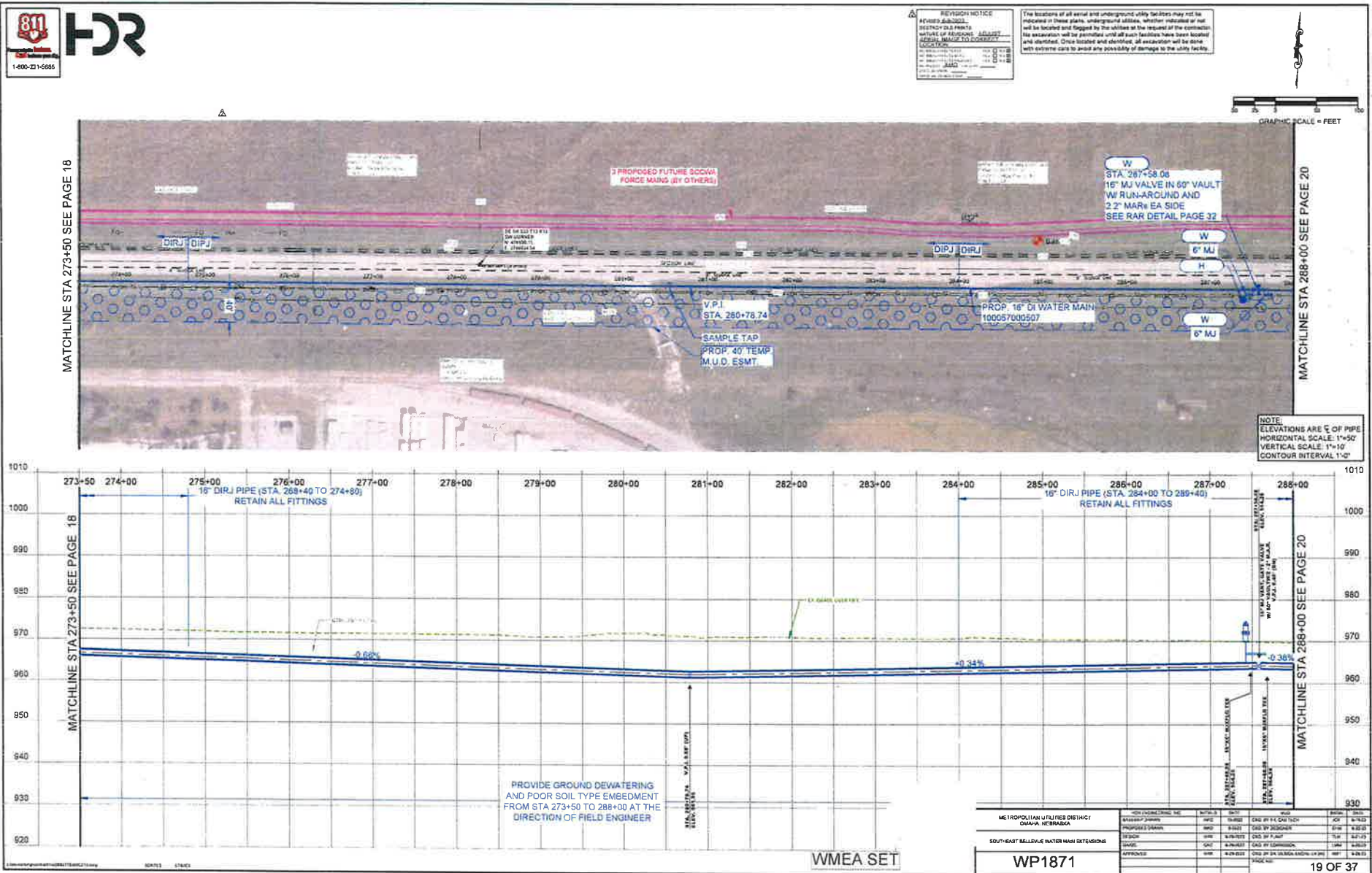
NO.	DATE	BY	DESCRIPTION
1	08/20/2013	WME	ISSUE FOR PERMITS
2	08/20/2013	WME	ISSUE FOR PERMITS

NOTE:
ELEVATIONS ARE C OF PIPE
HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=10'
CONTOUR INTERVAL: 1'0"

NO.	DATE	BY	DESCRIPTION
1	08/20/2013	WME	ISSUE FOR PERMITS
2	08/20/2013	WME	ISSUE FOR PERMITS

WMEA SET WP1871



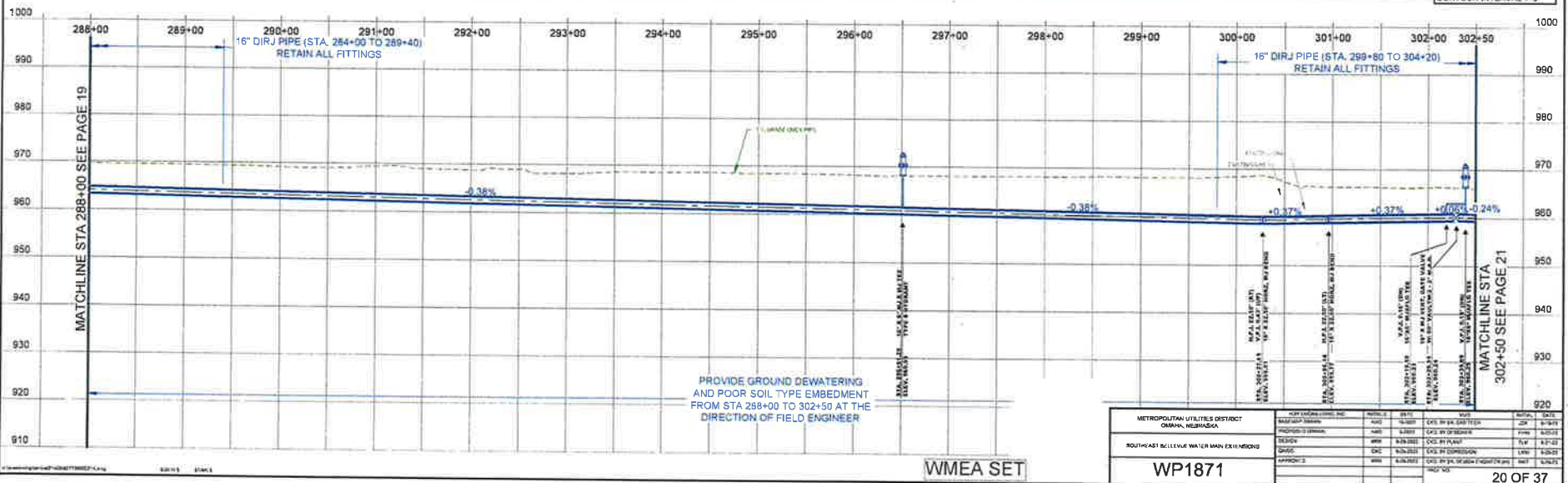




REVISION NOTICE

NO.	DATE	DESCRIPTION
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2	08.10.2011	REVISIONS TO PERMIT
3	08.10.2011	REVISIONS TO PERMIT
4	08.10.2011	REVISIONS TO PERMIT
5	08.10.2011	REVISIONS TO PERMIT
6	08.10.2011	REVISIONS TO PERMIT
7	08.10.2011	REVISIONS TO PERMIT
8	08.10.2011	REVISIONS TO PERMIT
9	08.10.2011	REVISIONS TO PERMIT
10	08.10.2011	REVISIONS TO PERMIT

The locations of all aerial and underground utility facilities may not be indicated in these plans. Underground utilities, whether marked or not, will be located and flagged by the utility at the request of the contractor. No excavation will be permitted until all such facilities have been located and marked. Once located and marked, an excavation will be done with extreme care to avoid any possibility of damage to the utility facility.



NO.	DATE	DESCRIPTION
1	07.20.2011	ISSUED FOR PERMIT
2	08.10.2011	REVISIONS TO PERMIT
3	08.10.2011	REVISIONS TO PERMIT
4	08.10.2011	REVISIONS TO PERMIT
5	08.10.2011	REVISIONS TO PERMIT
6	08.10.2011	REVISIONS TO PERMIT
7	08.10.2011	REVISIONS TO PERMIT
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10	08.10.2011	REVISIONS TO PERMIT

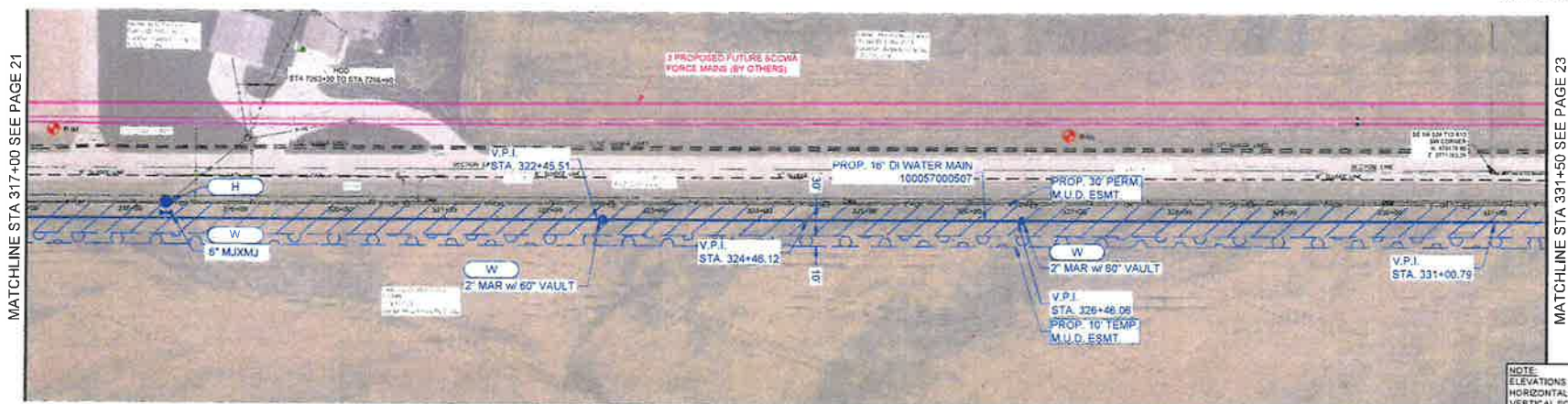
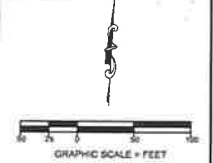
METROPOLITAN UTILITIES DISTRICT OMAHA, NEBRASKA	PROJECT NO. 1871	DATE OF PERMIT 08/10/11	DATE OF PERMIT 08/10/11
NORTHEAST BELLEVUE WATER MAIN EXTENSION	PROJECT NO. 1871	DATE OF PERMIT 08/10/11	DATE OF PERMIT 08/10/11
APPROVED:	DATE:	DATE:	DATE:

WMEA SET

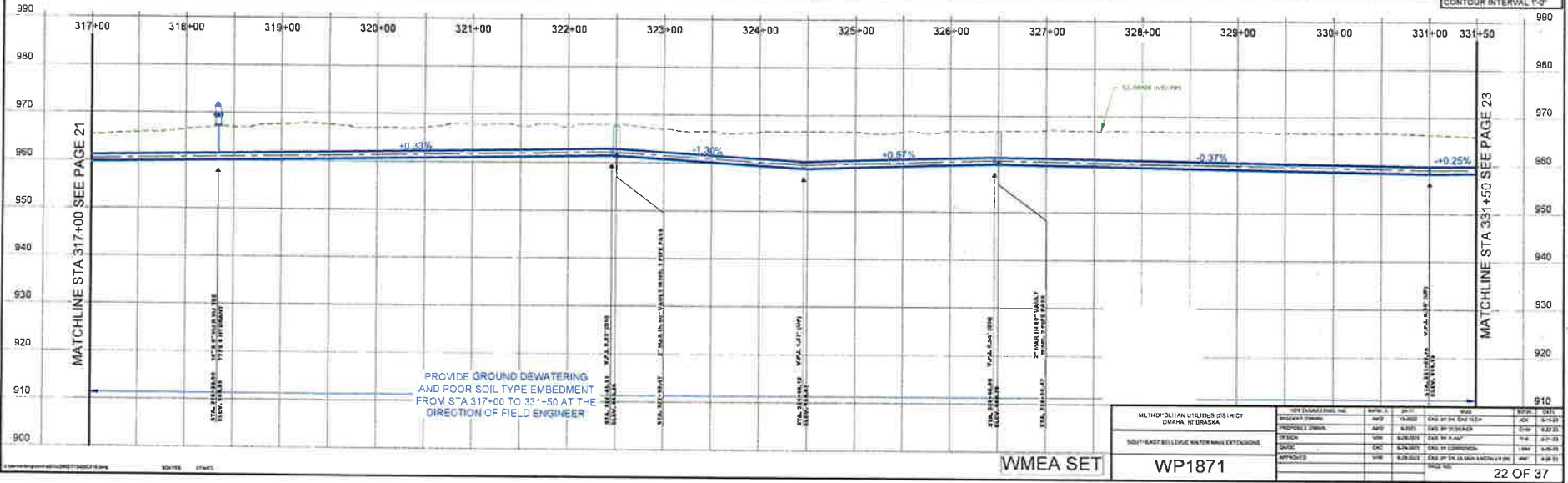
WP1871



The locations of all aerial and underground utility facilities may not be indicated on these plans, underground utilities, whether indicated or not, will be located and tagged by the utility at the request of the contractor. No excavation will be permitted until all such facilities have been located and identified. Once located and identified, all excavation will be done with extreme care to avoid any possibility of damage to the utility facility.



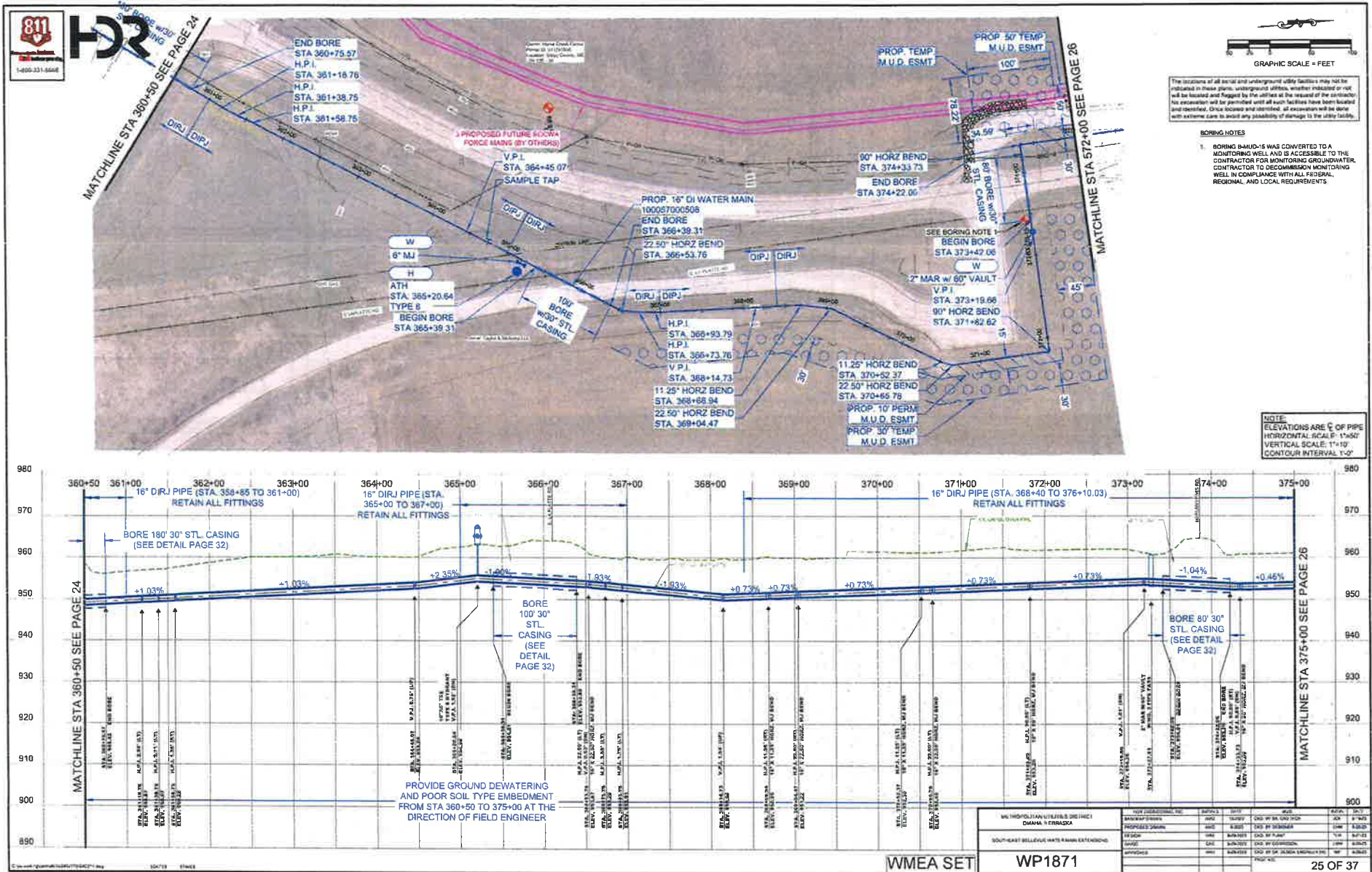
NOTE:
ELEVATIONS ARE C OF PIPE
HORIZONTAL SCALE: 1"=50'
VERTICAL SCALE: 1"=10'
CONTOUR INTERVAL: 1'-0"

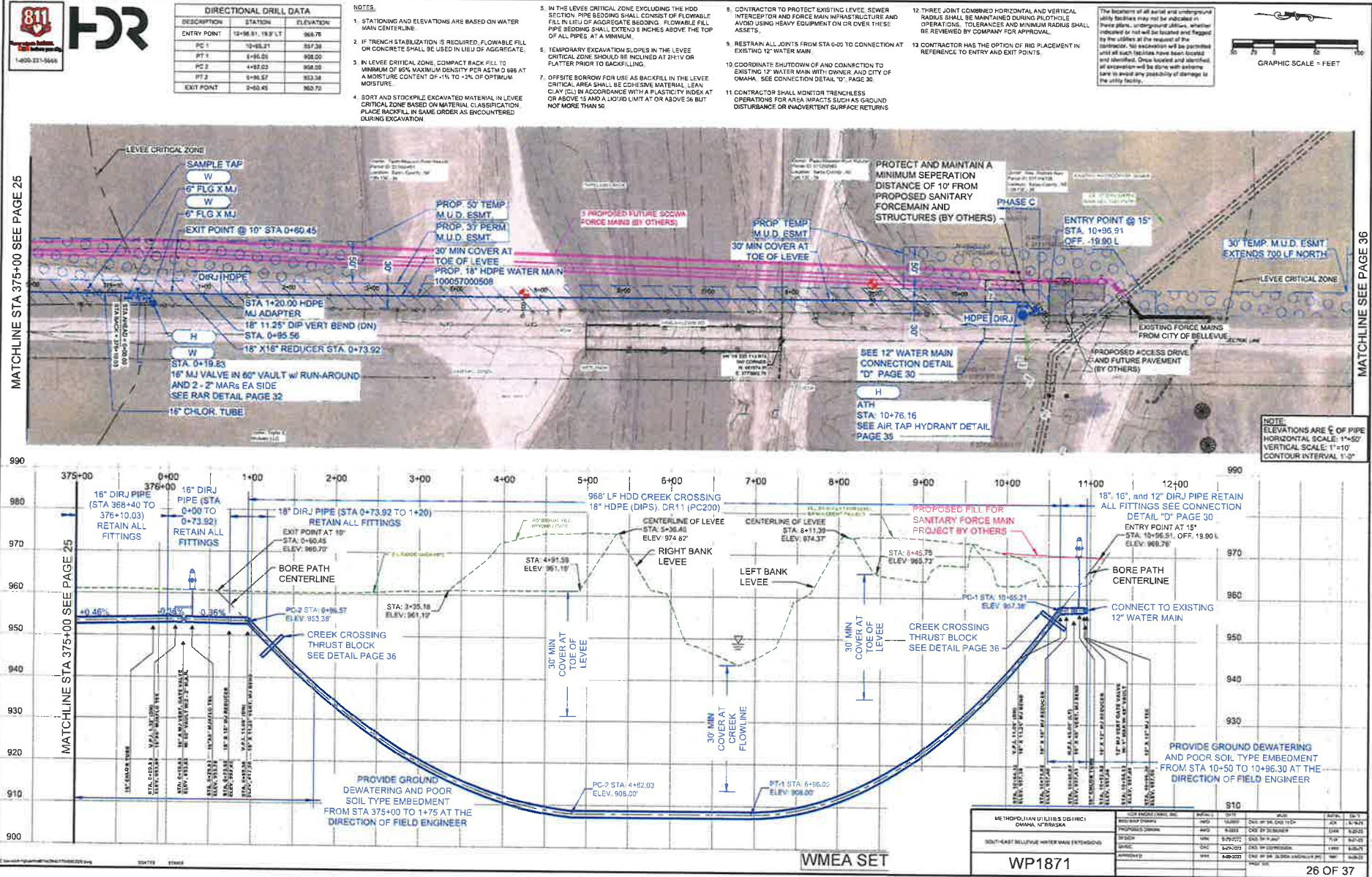


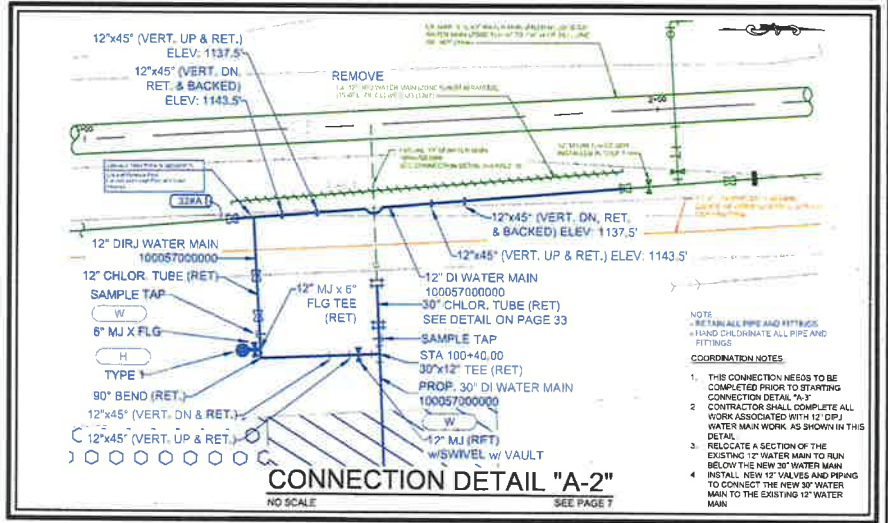
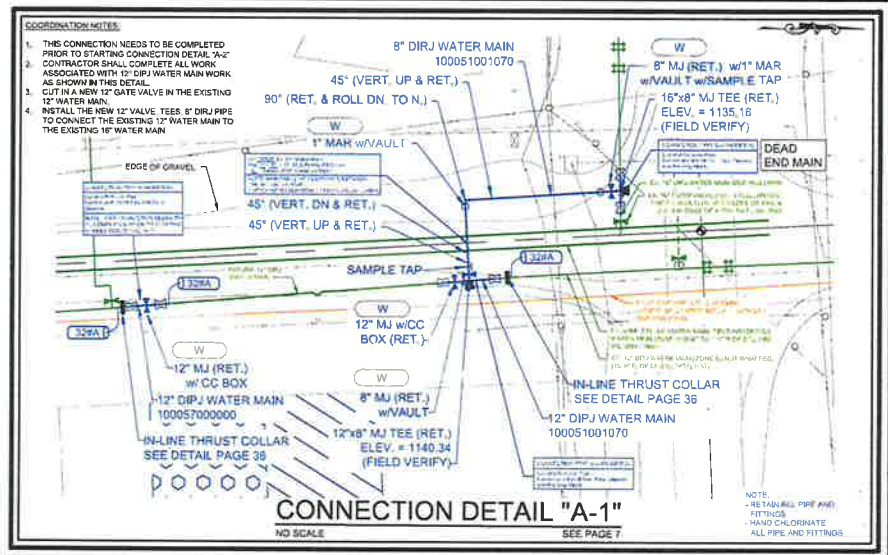
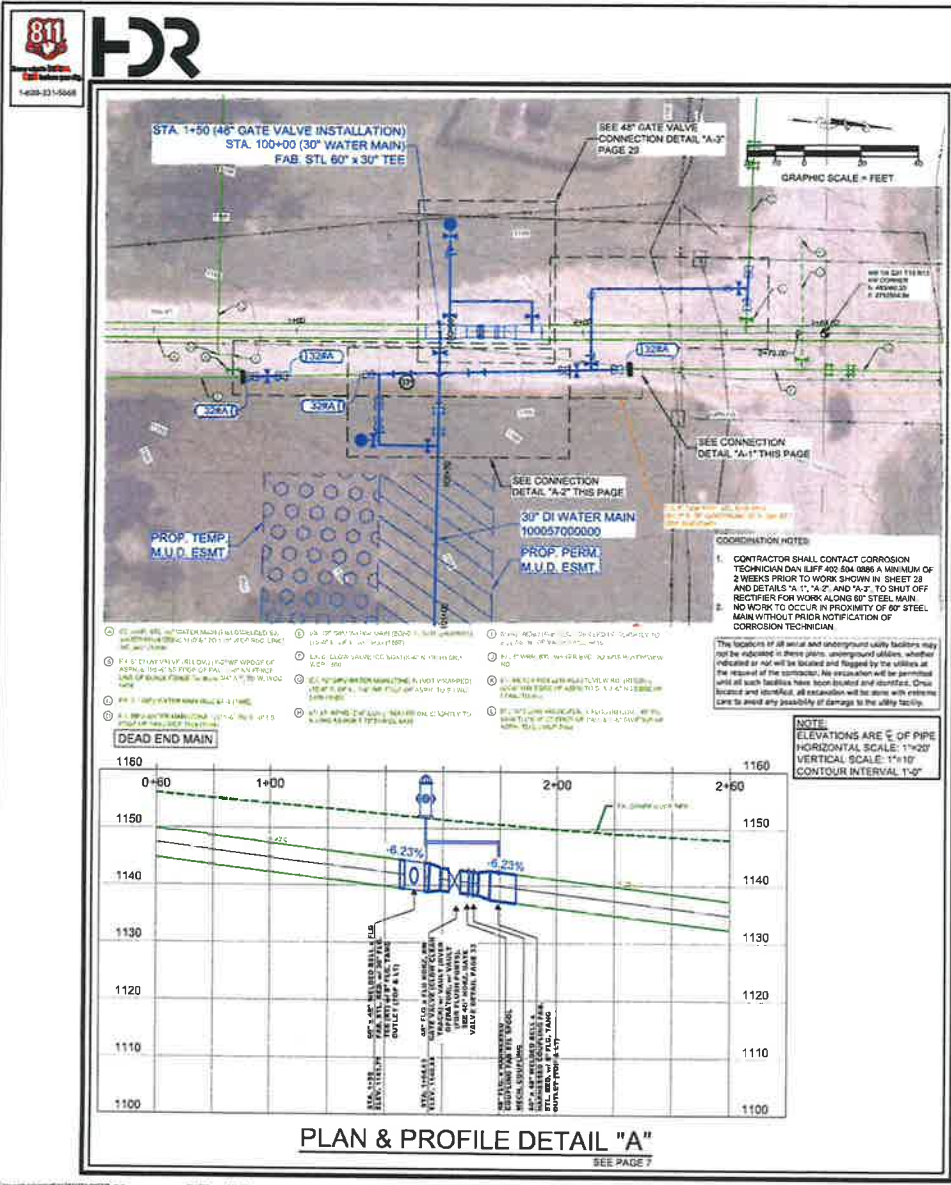
MELINDOLAN UTILITIES DISTRICT OMAHA, NEBRASKA		DATE: 10/20/17	BY: JCK	DATE: 10/20/17
PROJECT: 2016-17		DATE: 10/20/17	BY: JCK	DATE: 10/20/17
SHEET: 22 OF 37		DATE: 10/20/17	BY: JCK	DATE: 10/20/17
DRAWN: JCK		DATE: 10/20/17	BY: JCK	DATE: 10/20/17
APPROVED: JCK		DATE: 10/20/17	BY: JCK	DATE: 10/20/17

WMEA SET

WP1871







WMEA SET

MILWAUKEE UTILITIES DISTRICT		CITY OF MILWAUKEE		MILWAUKEE WATER MAIN	
PROJECT NO.	DATE	NO.	DATE	NO.	DATE
WP1871	11/11/11	1	11/11/11	1	11/11/11
REVISED	11/11/11	2	11/11/11	2	11/11/11
REVISED	11/11/11	3	11/11/11	3	11/11/11
REVISED	11/11/11	4	11/11/11	4	11/11/11
REVISED	11/11/11	5	11/11/11	5	11/11/11
REVISED	11/11/11	6	11/11/11	6	11/11/11
REVISED	11/11/11	7	11/11/11	7	11/11/11
REVISED	11/11/11	8	11/11/11	8	11/11/11
REVISED	11/11/11	9	11/11/11	9	11/11/11
REVISED	11/11/11	10	11/11/11	10	11/11/11

WP1871

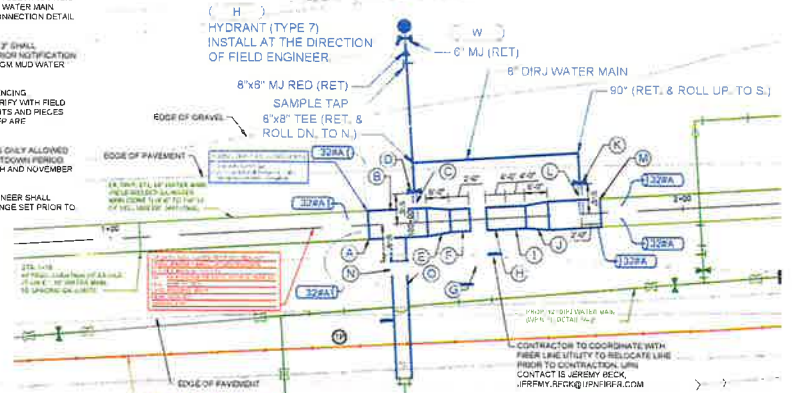
28 OF 37



PHASING SCHEDULING NOTES

PRIOR TO CONNECTION DETAIL A-3 AND AFTER COMPLETION OF CONNECTION DETAIL A-2, CONTRACTOR SHALL:

1. CONSTRUCT AND PLACE IN SERVICE THE NEW 30" WATER MAIN FROM APPROX. STA. 100+00 TO 34" CHOKING TUBE AT APPROX. STA. 157+28 AND THE 16" WATER MAIN FROM STA. 700+00 TO CONNECTION DETAIL "C" AT STA. 705+78.
2. NO WORK ON DETAIL "A-3" SHALL COMMENCE WITHOUT PRIOR NOTIFICATION AND AUTHORIZATION FROM MUD WATER SUPPLY ENGINEER.
3. PRIOR TO WORK COMMENCING, CONTRACTOR SHALL VERIFY WITH FIELD ENGINEER THAT ALL PARTS AND PIECES REQUIRED FOR THIS STEP ARE ACCOUNTED FOR.
4. WORK ON DETAIL "A-3" IS ONLY ALLOWED DURING APPROVED SCHEDULED PERIODS BETWEEN OCTOBER 08TH AND NOVEMBER 25TH 2024.
5. M.U.D. CORROSION ENGINEER SHALL VERIFY INSULATING FLANGE SET PRIOR TO BACKFILLING.

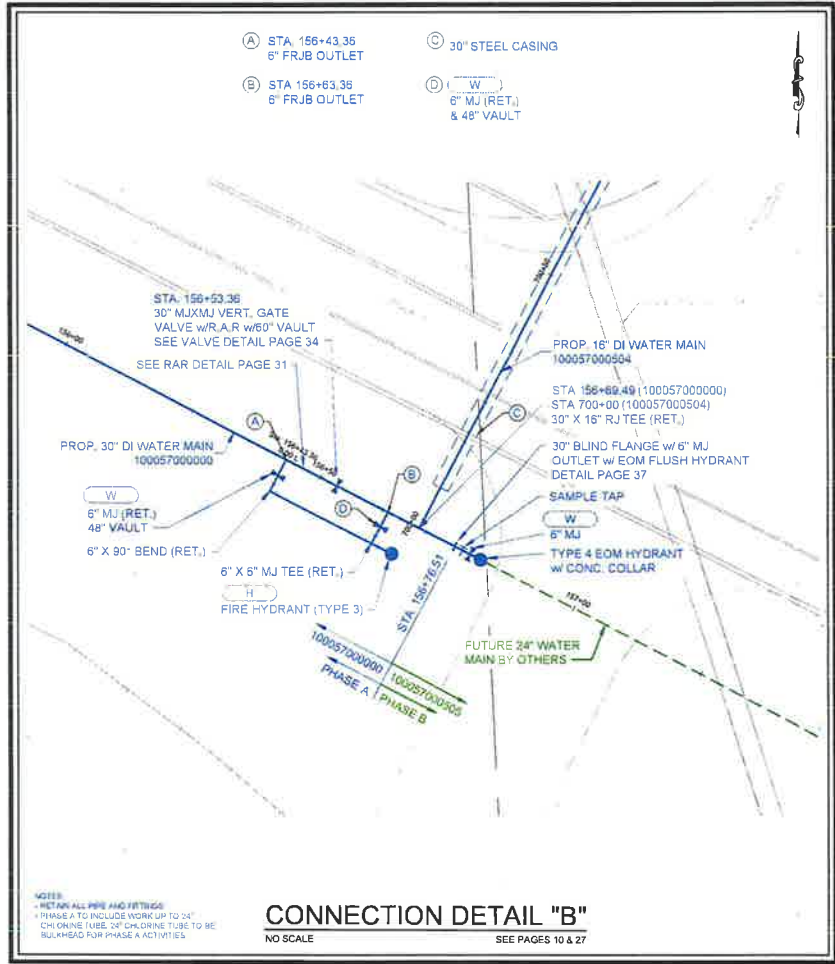


- TEST POST NOTES (TP)**
1. PROP. CP TEST POST (BLUE PLASTIC PIPELINE MARKER) PER C.S. 114.1 ATTACH TEST WIRE TO EX. 60" STEEL WATER MAIN.
 2. BRING UP STEEL MAIN TEST WIRE AND DI TRACE WIRE IN PVC PIPE FOR PROTECTION TO BASE OF TP. BRING UP TEST WIRE AND TRACE WIRE IN TP AND LABEL BOTH WIRES.
 3. PULL TP TIES AND SHOW ON AS BUILT DRAWING. INSTALL PROP. CP TEST POST FOR 60" STEEL MAIN E&C. COORDINATE WITH FIELD ENGINEERING.

- (A) STA. 1+45 BEGIN 48" GATE VALVE INSTALLATION SEE TYP. WELDED LAP JOINT DETAIL PAGE 37
- (B) STA. 1+50 (48" GATE VALVE INSTALLATION) = STA. 100+00 (30" WATER MAIN) FAB. STL. 60"x30" TEE
- (C) 8" TANG. FLG. OTL. (TOP)
- (D) 8" FLG x MJ VERT. GATE VALVE PER M.U.D. CONST. STD. 8.2.2 w/ 6" DBL. INSUL. FLG SET W/ VAULT
- (E) 60" WLD x 48" FLG FAB STL RED
- (F) INSTALL 2-# GAUGE WIRES, BONDED ACROSS DI VALVE FROM STEEL TO STEEL ON EITHER SIDE OF THE DI VALVE.
- (G) STA. 1+64.64 48" FLG x FLG HORZ. RW GATE VALVE (CLOW CLEAN TRACK) W/ VAULT (OVER OPERATOR) W/ VAULT (FOR FLUSH PORTS). SEE 48" HORZ. GATE VALVE DETAIL PAGE 33.
- (H) 48" FLG x HARNESSED MECH. COUPLED PE STL SPOOL
- (I) 48" STL PIPE HARNESSED MECH COUPLING WITH TYPE RR LUGS SEE DETAIL PAGE 37
- (J) 60" WLD x 48" FLG FAB STL RED
- (K) 8" FLG x MJ VERT. GATE VALVE w/ 6" DBL. INSUL. FLG SET PER M.U.D. CONST. STD. 8.2.2. wVAULT
- (L) 8" TANG. FLG OTL. (TOP)
- (M) WELDED LAP JOINT SEE TYP. WELDED LAP JOINT DETAIL PAGE 37
- (N) STA. 100+07.60 30" FLG x MJ VERT GATE VALVE (RET) wDBL. INS. FLG. KIT PER M.U.D. CONST. STD. 8.2.2. wVAULT SEE VALVE DETAIL PAGE 34
- (O) 30" R.J. SPIGOT x 30" C.G.E. SPIGOT AT VALVE. USE AMERICAN COUPLED JOINT OR APPROVED EQUIV.

CONNECTION DETAIL "A-3"
NO SCALE SEE PAGE 7

NOTE
- RETAIN ALL PIPE AND FITTINGS
- HANG DOWN COBES TO
- ALL PIPE AND FITTINGS



- (A) STA. 156+43.36 6" FRJB OUTLET
- (B) STA. 156+63.36 6" FRJB OUTLET
- (C) 30" STEEL CASING
- (D) 6" MJ (RET.) & 48" VAULT

NOTES:
- MET AND ALL PIPE AND FITTINGS
- PHASE A TO INCLUDE WORK UP TO 34" CHOKING TUBE OF CHOKING TUBE TO BE BULKHEAD FOR PHASE A ACTIVITIES

CONNECTION DETAIL "B"
NO SCALE SEE PAGES 10 & 27

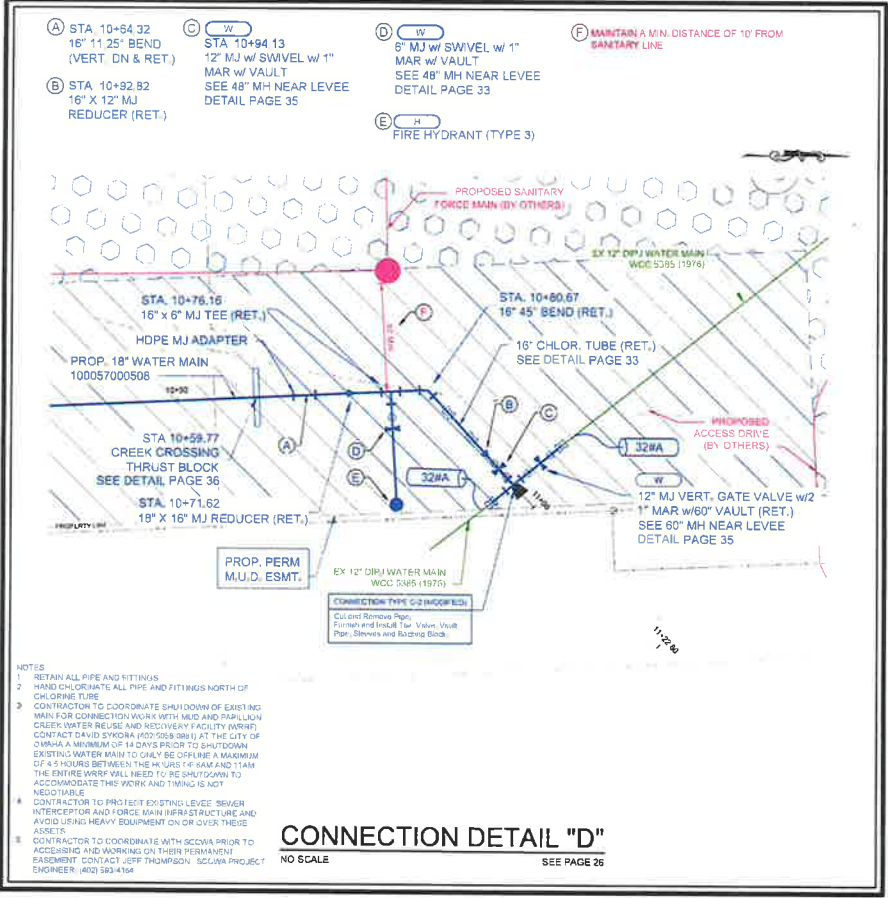
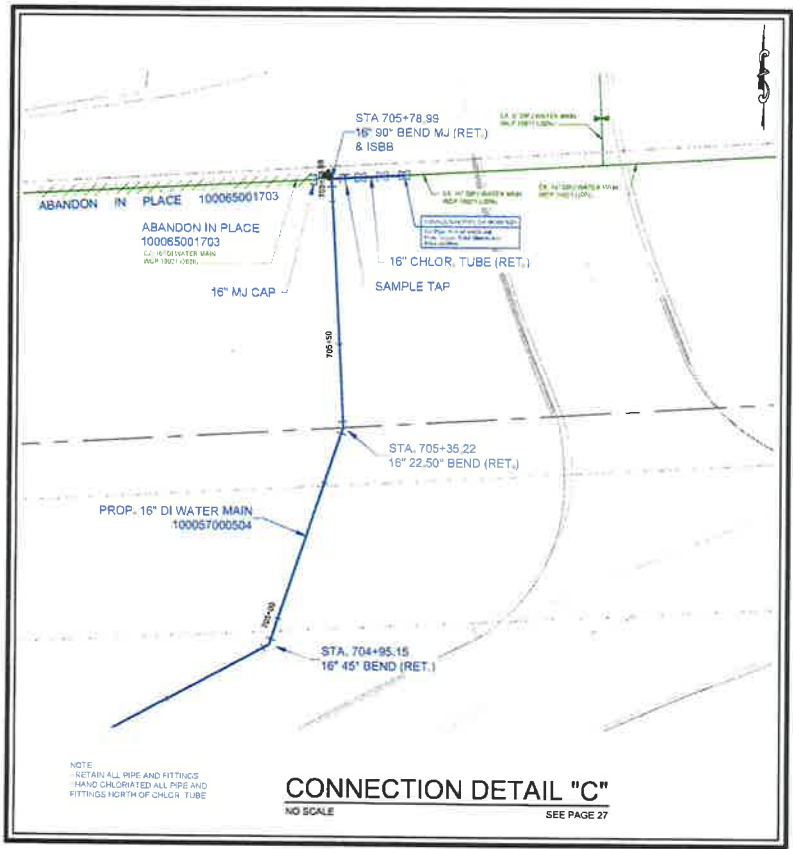
REVISION NOTICE

NO.	DATE	DESCRIPTION
1	11/20/24	ISSUED FOR PERMITS
2	11/20/24	FOR MUD WATER MAIN
3	11/20/24	FOR MUD WATER MAIN
4	11/20/24	FOR MUD WATER MAIN
5	11/20/24	FOR MUD WATER MAIN

NO.	DATE	DESCRIPTION	BY	CHKD.	APP'D.
1	11/20/24	ISSUED FOR PERMITS
2	11/20/24	FOR MUD WATER MAIN
3	11/20/24	FOR MUD WATER MAIN
4	11/20/24	FOR MUD WATER MAIN
5	11/20/24	FOR MUD WATER MAIN

WMEA SET

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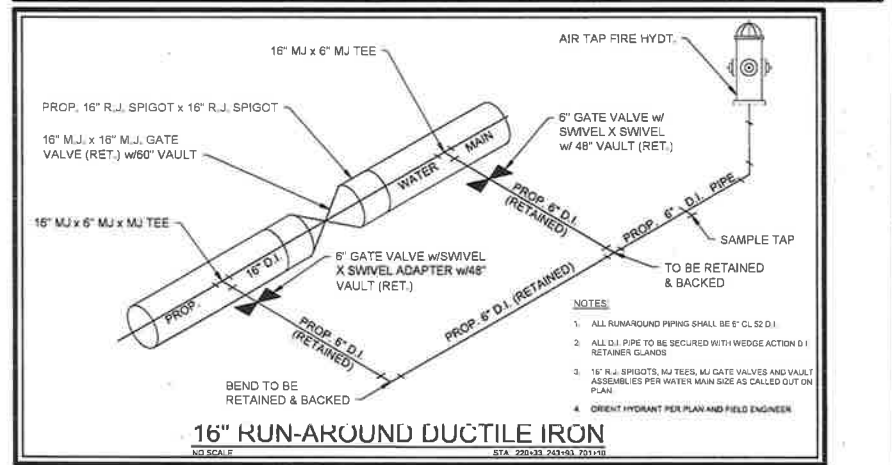
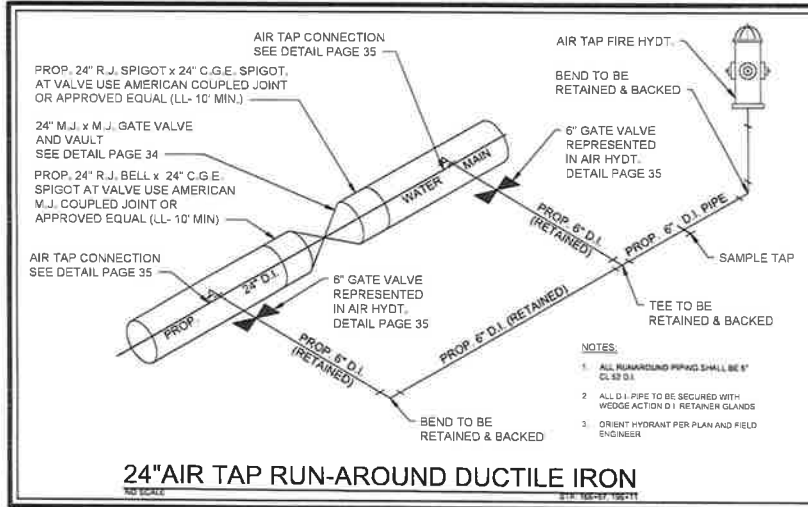
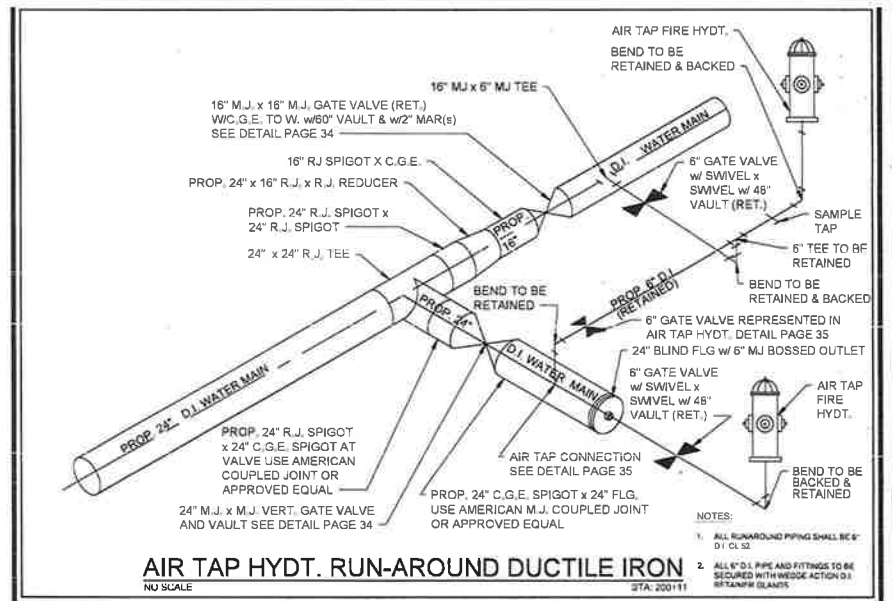
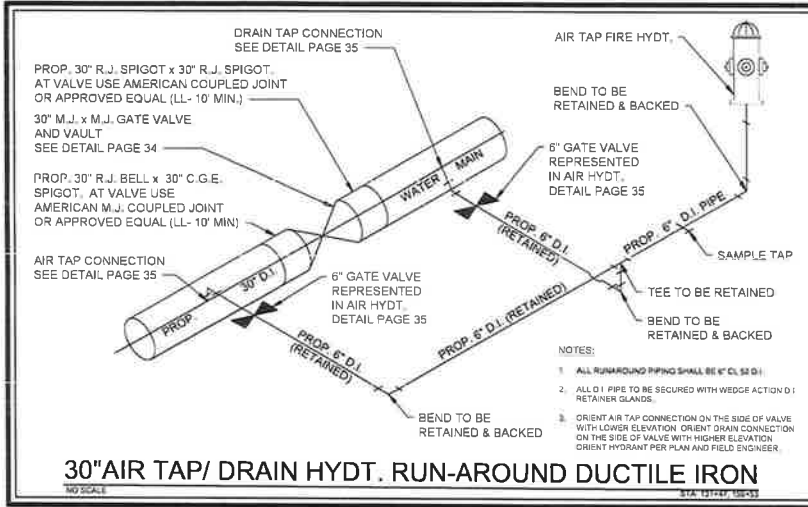


- NOTES**
1. RETAIN ALL PIPE AND FITTINGS
 2. HANG CHLORINATED ALL PIPE AND FITTINGS NORTH OF CHLORINE TUBE
 3. CONTRACTOR TO COORDINATE SHUTDOWN OF EXISTING MAIN FOR CONNECTION WORK WITH MUD AND PAVILION CREEK WATER REUSE AND RECOVERY FACILITY (WRRF). CONTACT DAVID SYMON (402) 528-8911 AT THE CITY OF OMMHA A MINIMUM OF 14 DAYS PRIOR TO SHUTDOWN. EXISTING WATER MAIN TO ONLY BE OFFLINE A MAXIMUM OF 4.5 HOURS BETWEEN THE HOURS 1:45 AM AND 11 AM. THE ENTIRE WRRF WILL NEED TO BE SHUTDOWN TO ACCOMMODATE THIS WORK AND TIMING IS NOT NEGOTIABLE.
 4. CONTRACTOR TO PROTECT EXISTING LEVELS, SEWER INTERCEPTOR AND FORCE MAIN INFRASTRUCTURE AND AVOID USING HEAVY EQUIPMENT ON OR OVER THESE ASSETS.
 5. CONTRACTOR TO COORDINATE WITH SCCWA PRIOR TO ACCESSING AND WORKING ON THEIR PERMANENT BASEMENT. CONTACT JEFF THOMPSON, SCCWA PROJECT ENGINEER, (402) 563-4154.

CONNECTION TYPE C-2 (M/G/GR/ID)
Cut and Remove Pipe, Fittings and Install New Valve, Vault, Pipe, Sleeves and Raising Block.

WMEA SET

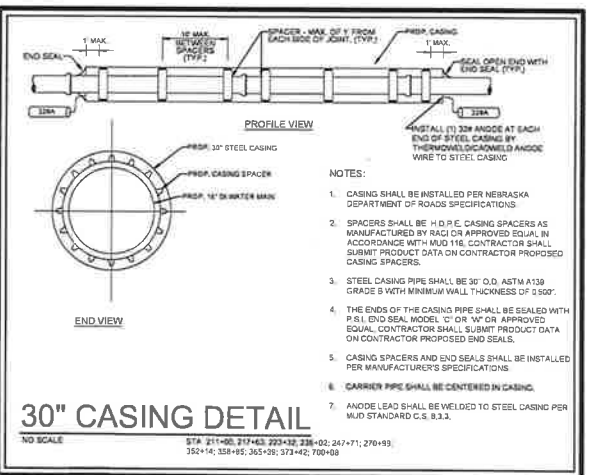
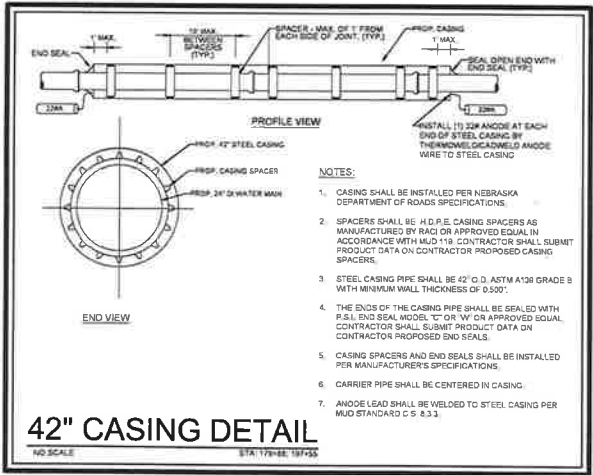
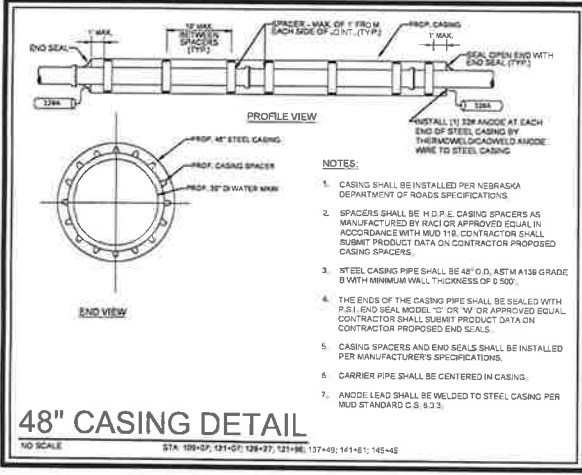
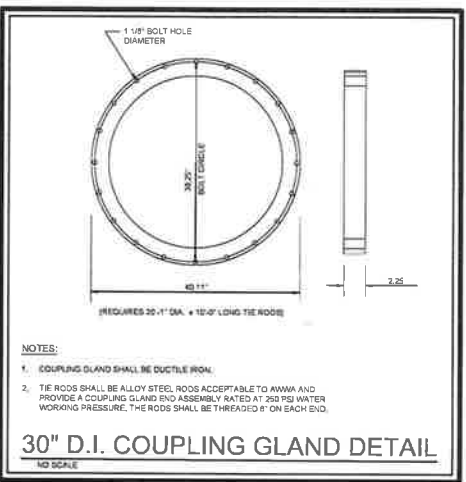
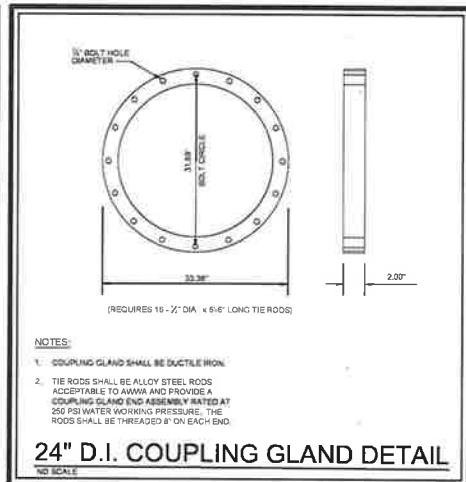
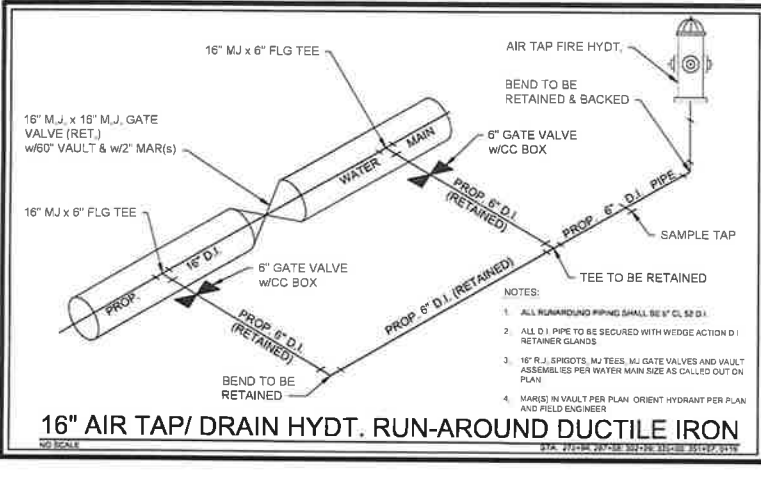
MICHIGAN UTILITIES DISTRICT OMMA, MICHIGAN		PROJECT NAME	DATE	SCALE	BY	CHECKED	DATE
SOUTH-EAST BELLEVUE WATER MAIN EXTENSIONS		WP1871	02/26/2021	1/8" = 1'-0"	JAC	JAC	02/26/21
APPROVED		DATE	SCALE	BY	CHECKED	DATE	



WMEA SET

WP1871

NO.	DATE	BY	CHKD.	APP'D.	DESCRIPTION
1	04/20/20	JDK	JDK		ISSUED FOR CONSTRUCTION
2	05/22/20	JDK	JDK		ISSUED FOR CONSTRUCTION
3	05/22/20	JDK	JDK		ISSUED FOR CONSTRUCTION
4	05/22/20	JDK	JDK		ISSUED FOR CONSTRUCTION
5	05/22/20	JDK	JDK		ISSUED FOR CONSTRUCTION
6	05/22/20	JDK	JDK		ISSUED FOR CONSTRUCTION
7	05/22/20	JDK	JDK		ISSUED FOR CONSTRUCTION
8	05/22/20	JDK	JDK		ISSUED FOR CONSTRUCTION
9	05/22/20	JDK	JDK		ISSUED FOR CONSTRUCTION
10	05/22/20	JDK	JDK		ISSUED FOR CONSTRUCTION



REVISION FACTS

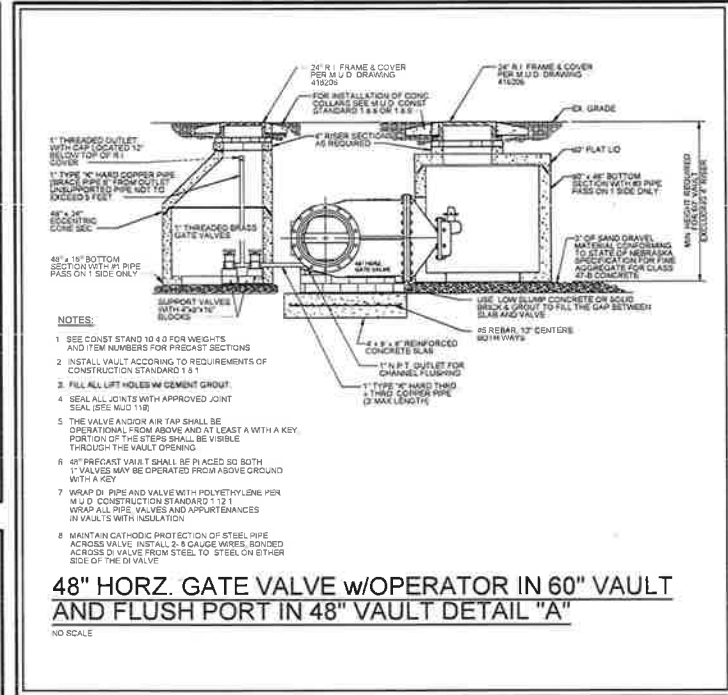
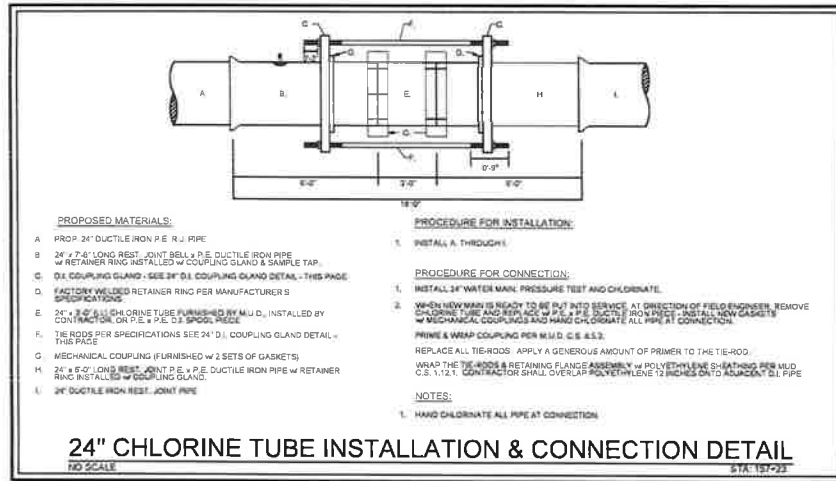
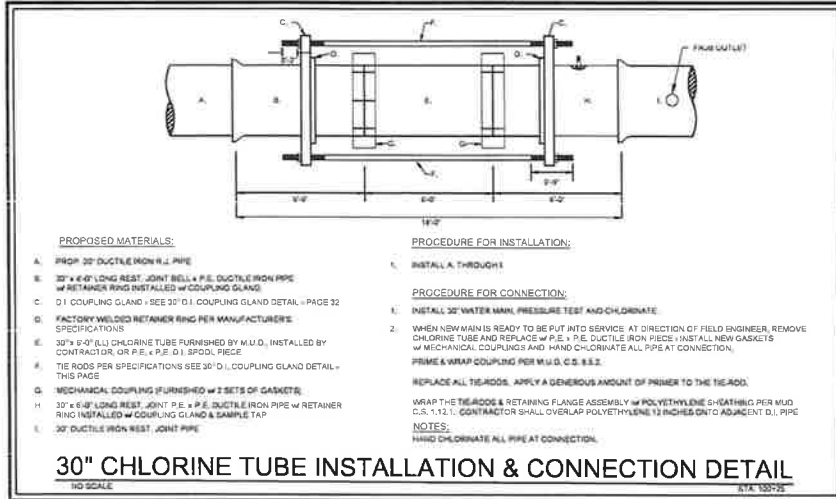
NO.	DATE	DESCRIPTION
1	10/15/18	ISSUED FOR PERMITS
2	10/15/18	REVISED PER COMMENTS
3	10/15/18	REVISED PER COMMENTS
4	10/15/18	REVISED PER COMMENTS
5	10/15/18	REVISED PER COMMENTS
6	10/15/18	REVISED PER COMMENTS
7	10/15/18	REVISED PER COMMENTS
8	10/15/18	REVISED PER COMMENTS
9	10/15/18	REVISED PER COMMENTS
10	10/15/18	REVISED PER COMMENTS

WMEA SET

MULTI-PHASE UTILITIES DISTRICT DIANA NE DAKOTA	NO. 5	REV. 5	DATE OF REV. DATE	BY	DATE
PROPOSED TRENCH	NO. 6	REV. 6	DATE OF REV. DATE	BY	DATE
SEWER	NO. 7	REV. 7	DATE OF REV. DATE	BY	DATE
WATER	NO. 8	REV. 8	DATE OF REV. DATE	BY	DATE
APPROVED	NO. 9	REV. 9	DATE OF REV. DATE	BY	DATE

WP1871

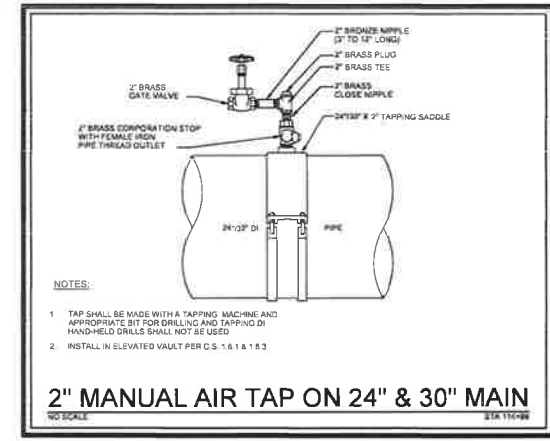
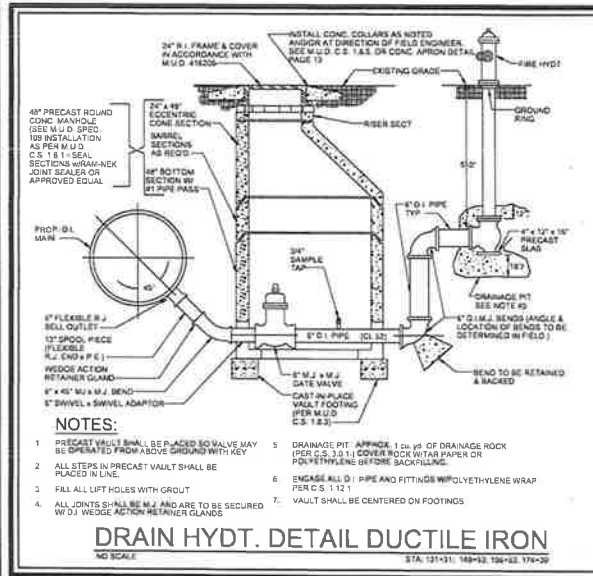
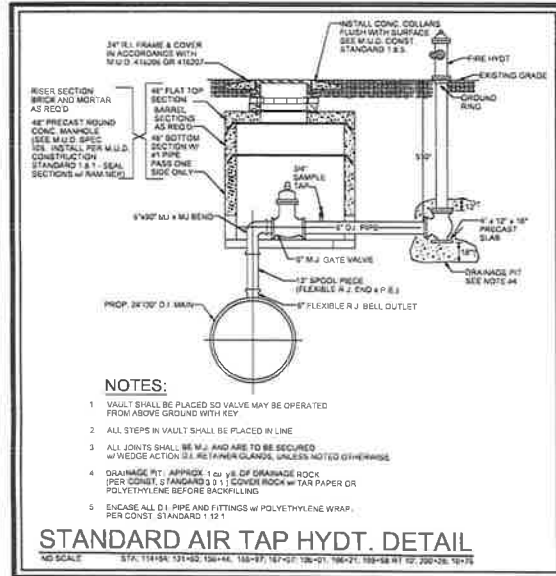
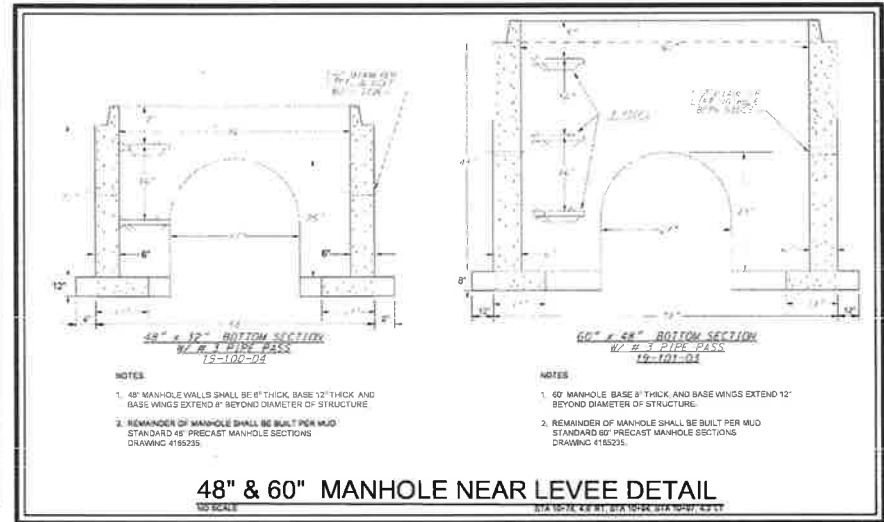
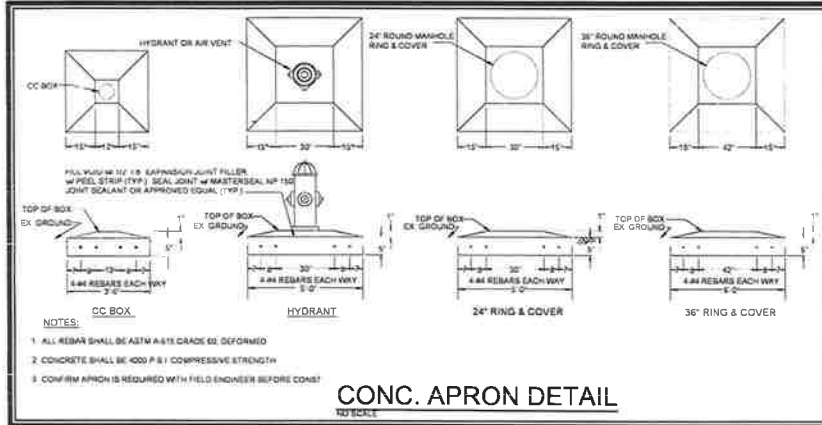
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WMEA SET

OFF ENGINEERING NO.	DATE	BY	CHKD.	DATE
DESIGNED BY	AWC	5-20-2020	SAW BY EX. COO. NEW	5-24-2020
DESIGNED BY	AWC	5-20-2020	SAW BY PLANET	5-24-2020
CHECKED BY	AWC	5-20-2020	SAW BY CONSTRUCTION	5-24-2020
APPROVED BY	AWC	5-20-2020	SAW BY EX. COO. DISTRICT ENG.	5-24-2020
DATE				33 OF 37

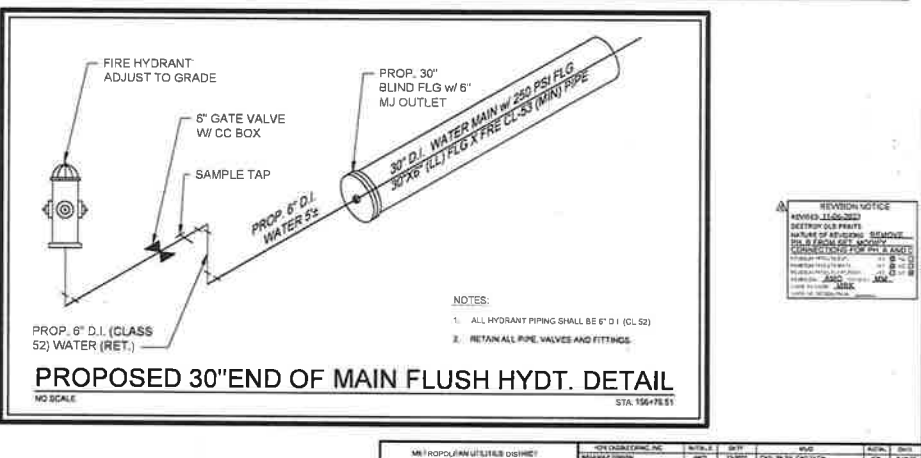
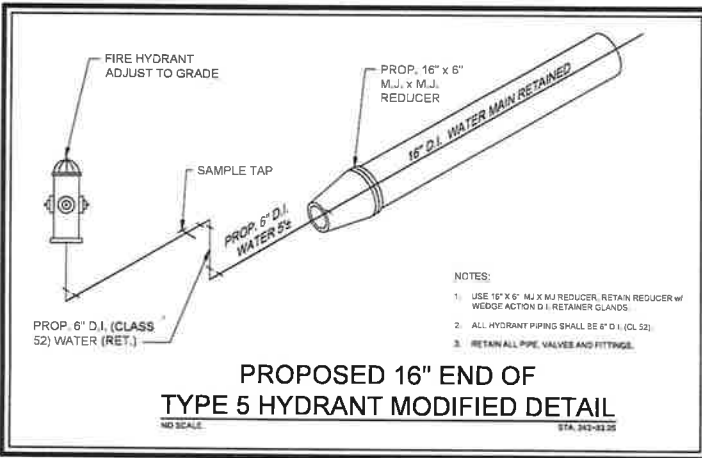
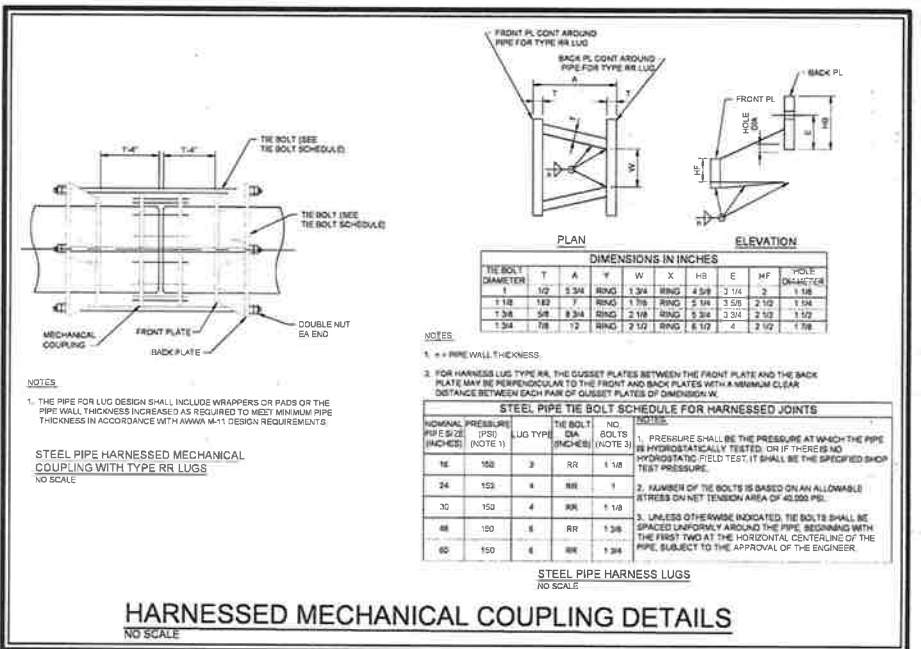
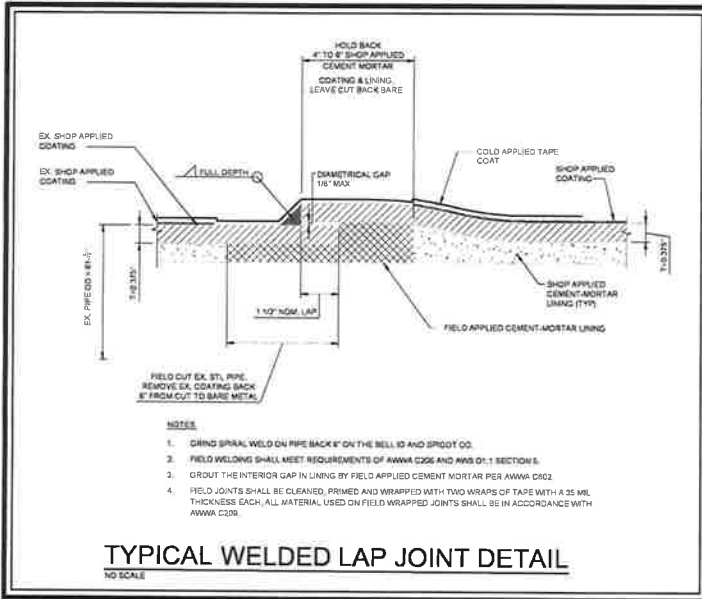
WP1871



REV	DATE	BY	CHK	APP	DESCRIPTION
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2	11/14/11	JL	JK	JK	ISSUE FOR CONSTRUCTION
3	11/14/11	JL	JK	JK	ISSUE FOR CONSTRUCTION
4	11/14/11	JL	JK	JK	ISSUE FOR CONSTRUCTION
5	11/14/11	JL	JK	JK	ISSUE FOR CONSTRUCTION
6	11/14/11	JL	JK	JK	ISSUE FOR CONSTRUCTION
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13	11/14/11	JL	JK	JK	ISSUE FOR CONSTRUCTION
14	11/14/11	JL	JK	JK	ISSUE FOR CONSTRUCTION
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WMEA SET

WP1871

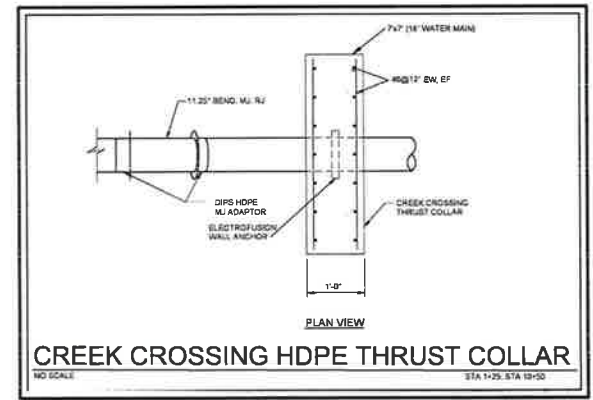
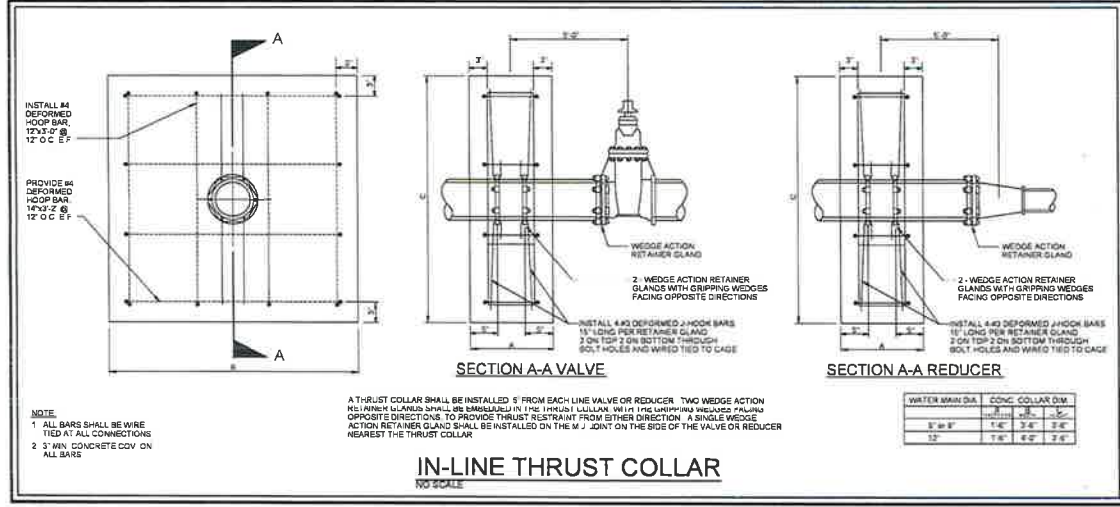
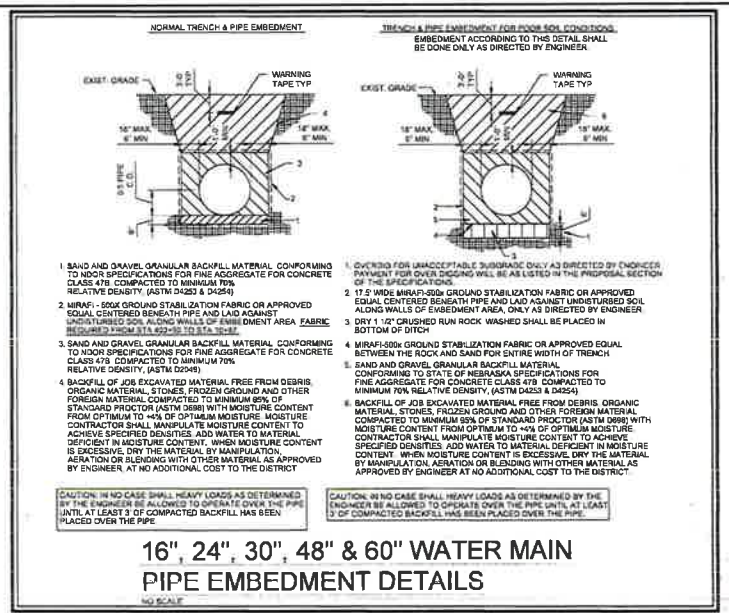
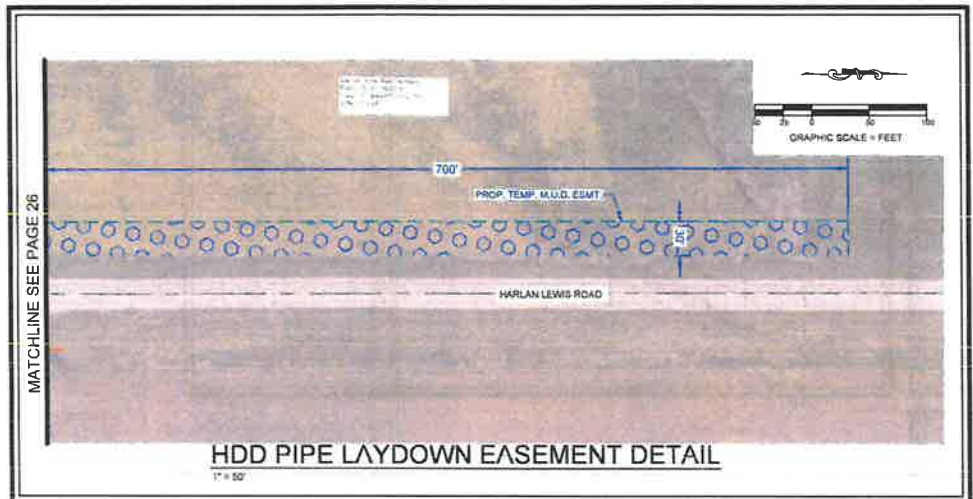


NO.	REVISION	DATE	BY	CHKD.
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2	REVISION	08/20/2023	JAC	JAC
3	REVISION	08/20/2023	JAC	JAC
4	REVISION	08/20/2023	JAC	JAC
5	REVISION	08/20/2023	JAC	JAC
6	REVISION	08/20/2023	JAC	JAC
7	REVISION	08/20/2023	JAC	JAC
8	REVISION	08/20/2023	JAC	JAC
9	REVISION	08/20/2023	JAC	JAC
10	REVISION	08/20/2023	JAC	JAC

NO.	DATE	BY	CHKD.	APP. BY
1	11/05/2023	JAC	JAC	JAC
2	08/20/2023	JAC	JAC	JAC
3	08/20/2023	JAC	JAC	JAC
4	08/20/2023	JAC	JAC	JAC
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7	08/20/2023	JAC	JAC	JAC
8	08/20/2023	JAC	JAC	JAC
9	08/20/2023	JAC	JAC	JAC
10	08/20/2023	JAC	JAC	JAC

WMEA SET

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WMEA SET

NO.	DATE	BY	CHKD BY	APP'D BY	REVISION
1	10/15/18	W.P.	W.P.	W.P.	ISSUED FOR PERMITS
2	10/22/18	W.P.	W.P.	W.P.	ISSUED FOR PERMITS
3	10/22/18	W.P.	W.P.	W.P.	ISSUED FOR PERMITS
4	10/22/18	W.P.	W.P.	W.P.	ISSUED FOR PERMITS
5	10/22/18	W.P.	W.P.	W.P.	ISSUED FOR PERMITS

METROPOLITAN UTILITIES DISTRICT
OMAHA, NEBRASKA

SOUTH-CAST BELLEVUE WATER MAIN EXTENSION

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