

## Bellevue City Council Meeting

Tuesday, December 3, 2024 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Steve Holdaway, Life Spring Church, 13904 South 36th Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on rear wall of the Council Chambers
5. Approval of Consent Agenda Items
  - a. \* Acknowledge receipt of November 13, 2024 Board of Health Minutes.
  - b. \* Approval of the November 19, 2024 City Council Minutes.
  - c. \* Acknowledge receipt of November 20, 2024 Bellevue Board of Adjustment Minutes.
  - d. \* Acknowledge receipt of the November 21, 2024 Planning Commission Minutes.
  - e. \* Acceptance of Election Certificates
6. Notice of Resignation - Kathy Welch (Ward 4)
7. Adjourn sine die - Take short break
8. Administering the Oath of Office for elected Bellevue City Council Members by Judge S. Colin Palm.  
  
City Council Members - Don Preister (Ward 5), Thomas Burns (Ward 1), and Kathy Welch (Ward 3)
9. Call to Order and Roll Call
10. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers.
11. 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**)
12. \* APPROVAL OF CLAIMS
13. SPECIAL PRESENTATIONS: None
14. ORGANIZATIONAL MATTERS:
  - a. \* Appoint Robert Joseph Riggs, Class A, License S-1359, as the employed street superintendent for the purpose of the 2025 calendar year Highway Incentive Program, from January 1, 2025 through December 31, 2025. (City Clerk)
  - b. Election of the City Council President for 2025. (Motion is needed to vote by secret ballot)
15. APPROVED CITIZEN COMMUNICATION: NONE
16. LIQUOR LICENSES:
  - a. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of an addition to the current Class "C" Liquor License for John James with Tightcuts Barber & Beauty LLC., dba "Tightcuts Barber & Beauty" at 1308 Fort Crook Road South. (City Clerk)
  - b. Recommend to the Nebraska Liquor Control (NLCC) the approval of an addition to the current Class "D" Liquor License for Bryan with A Y Industries LLC dba "Liquor Cabinet" at 1003 Galvin Road South. (City Clerk)
17. ORDINANCES FOR ADOPTION (3rd reading): None
18. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. Ordinance No. 4169: Amending Chapter 19 of the City Code by adding a new Article IX, Sections 19-108 to 19-120 regarding Vacant Property Registration. (Administration)
19. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4170: Request to rezone Lots 1 and 2, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, from RE-PS and RE to RE-PS and RE for the purpose of single-family residential development. Applicant: Jonathan Revis. General Location: 10711 Old 36th Street. (Planning Director)

b. Ordinance No. 4171: An ordinance to amend Chapter 19 of the Bellevue Municipal Code by Amending 19-23 and 19-42 regarding Request for Hearing for Nuisance Violations. (Administration)

c. Ordinance No. 4172: An ordinance to amend Chapter 29.5 of Bellevue Municipal Code by Amending Section 29.5-9, 29.5-10, and 29.5-28 regarding Request for Hearing for Nuisance Violations. (Administration)

20. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Approve the Event Application for Bellevue Community Foundation for Annual Christmas in Olde Towne on Saturday, December 14, 2024 from 4:00 p.m. - 8:00 p.m. in Olde Town on Mission Avenue and Franklin Street by Washington Park, and to waive the \$50.00 application fee. (City Clerk)

b. Public Hearing to obtain citizen input on the CDBG 2023-2024 Consolidated Annual Performance and Evaluation and Report (CAPER). (Finance Director/CDBG Program Specialist)

21. RESOLUTIONS:

a. Resolution No. 2024-34: Authorizing the submission of the Consolidated Annual Performance and Evaluation Report for the 2023-2024 Community Development Block Grant Program Year. (Finance Director/CDBG Program Specialist)

22. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the HUD Form 7015.15 - Request for Release of Funds and Certifications and submit to HUD. (Finance Director/CDBG Program Specialist)

b. Approve final payment application in the amount of \$71,266.35. Approve Final Change Order in the amount of \$85,600.80. Approve the project as substantially complete and accept final project quantities. Closing of 2024 Concrete Project with Swain Construction. (Public Works Director)

c. Approve final payment application in the amount of \$10,453.70. Approve the project as substantially complete and accept final project quantities. Closing of 2024 Restrooms at Stonecroft Park with Midwest DCM. (Public Works Director)

d. Approve final payment application in the amount of \$1,378.86. Approve the project as substantially complete and accept final project quantities. Closing of 2024 Restrooms at Washington Park with Midwest DCM. (Public Works Director)

e. Approve and authorize the Mayor to sign the Agreement with HDR Engineering Inc., for Professional Services for Twin Creek Siphon Stabilization, in an amount not to exceed \$46,450.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the agreement between the City of Bellevue and Pride Home Maintenance Services Inc., not exceed \$60,000.00 for the Haworth Park Ballfields Renovations. (Public Works Director)

g. Approve the purchase of a Miller PKG XMT 350 CC/CV MIGRUn Welder and accessories from Matheson Welding Supply not to exceed the amount of \$12,204.27. (Public Works Director)

h. Approve and authorize the Mayor to sign the Second Extension to the Real Estate Broker Services Agreement with CBRE Inc. (City Administrator)

23. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly Report is given at the first Council Meeting of each month - reports will be attached January 21, 2025 to the Council Packet.)**

24. CLOSED SESSION:

25. ADJOURNMENT

# MINUTE RECORD

## ***Bellevue Board of Health, November 13, 2024 Page 1***

A meeting of the Bellevue Board of Health was called to order by Mayor Rusty Hike in the City Council Chambers at the Bellevue City Hall at 2:00 p.m. on the 13<sup>th</sup> day of November, 2024. Board Members present were Mayor Hike, Chief of Police Ken Clary, Council President Paul Cook, Dr. Jeffrey Akerson, and Dr. Tony Yonkers. 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, posted and put on city website, 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.

### **Open Meetings Act**

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

### **Approval of the October 16, 2024 Board of Health Minutes**

**Motion** was made by Yonkers, seconded by Cook, to approve the October 16, 2024 Board of Health Minutes. Roll call vote on the motion was as follows: Hike, Cook, and Yonkers voted yes; voting no: none; abstain: Clary and Akerson; absent: none. Motion carried.

### **Appeal Decision of Nebraska Humane Society on Potentially Dangerous Dog Declaration**

Mayor Hike advised the Board of Health is meeting to hear and consider Mr. Cameron Bittick appeal on Potentially Dangerous Dog Declaration (PDD) by the Nebraska Humane Society (NHS). All documents were provided to Mr. Cameron Bittick by the City Clerk prior to today's hearing.

Mayor Hike requested Mr. Bittick to come forward to address the Board regarding the appeal request.

Mr. Cameron Bittick, 1901 Old Gaelic Circle, provided a description of the three videos presented from the camera on his property, the day of the incident. The video shows the victim dog along with his owner, and another dog, walking on the east side of his house. He explained Lotus ran across the street to the two dogs on leashes. An attack happened but it is hard to tell which dog is attacking. He thinks the neighbor's other dog may have bitten the victim dog. He stated the owner of the other dogs unleashed his dogs and told them to run home. The owner pinned Lotus down and tried to control the situation.

Mayor Hike confirmed the location of the attack was at the corner of Old Gaelic and Tregaron Drive. Mr. Bittick replied yes.

Mayor Hike mentioned the two dogs were restrained on leashes and questioned how Lotus was restrained. Mr. Bittick stated Lotus was in a fenced yard.

Mayor Hike questioned Mr. Bittick if he was home at the time of incident. Mr. Bittick stated he was home.

Mr. Bittick stated the other dogs had walked on the sidewalk many times and ran up to his fence numerous times. He stated he thinks this is a provoked situation. His dog has never shown aggression to these dogs when they have run up to his fence. He stated his dog has never had any issues with any dogs before.

Chief Clary clarified with Mr. Bittick that he is not disputing it was his dog that ran up to the other two dogs in the video. Mr. Bittick stated he is not disputing that.

Chief Clary questioned what the distance was from where the neighbor was walking the dogs to the fence where Lotus got out. Mr. Bittick replied less than 20 yards. Chief Clary mentioned the video indicates the neighbor is casually walking along when Lotus rapidly approaches them. He feels if the dog was provoked, he would have attacked the dog immediately.

Chief Clary mentioned in the neighbor's statement, he mentioned he was walking to the mailboxes. He questioned if that is the most direct route to the mailboxes from his house. Mr. Bittick stated it was not point A to point B. Chief Clary stated it is a community sidewalk, and he is allowed to have access to a public sidewalk.

Chief Clary questioned Mr. Bittick if it was his contention that the neighbor's other dog had bitten the victim dog. Mr. Bittick stated yes. He thinks the neighbor's dog in the scuffle bit the dog. He commented that when Lotus was pinned down, she may have bitten the other dog once. Conversation ensued.

Chief Clary stated the videos are very clear, Lotus is the aggressor.

Dr. Akerson questioned if Lotus had any injuries. Mr. Bittick replied no she didn't.

Councilman Cook stated he drove by Mr. Bittick's house. He agreed the victim's owner had to pass his house on his walk. He mentioned there is a lot of space between the fence and the grass, so the dogs

would have had to go in the grass. He stated the owner has no worries walking the dogs. He is very casually walking his dogs and Lotus ran up to these dogs. The ordinance clearly states you need to control your dog. Councilman Cook advised the ordinance clearly states a Potentially Dangerous Dog is any dog that chases or approaches a person upon a street or sidewalk, or public ground in a threatening way. This attack meets the elements outlined in the ordinance.

Chief Clary noted they have to believe what is a credible account of the incident, by the victim's owner, the accounts of the attack. There is no reason to dispute the account.

Mr. Steve Glandt, Vice-President of Field Operations for the NE Humane Society, 8929 Fort Street, Omaha, Nebraska, was present to give a summary of the events. He pointed out the video clearly shows Lotus as the aggressor, as he bolts across the street. The owner has a right to walk on a public sidewalk. He shouldn't have to worry that another dog owner isn't properly restraining their dog. The victim's owner specifically stated the injuries to his dog were from Lotus biting his dog. He restrained Lotus, as he went into protective mode. In addition to the injury portion of the ordinance, the ordinance states a Potentially Dangerous Dog (PDD) means any dog that, when unprovoked, chases or approaches a person who upon a street, sidewalk, or any other public area, in a menacing or threatening fashion or apparent attitude or attack. That part is clear in the video. The requirements Mr. Bittick would need to meet for the PDD would be to have the dog microchipped, proof of \$100,000 public liability insurance, take the two required classes at NHS, and make sure if the dog leaves the property it must be harnessed, muzzled, under the control of a person 19 or older, and on a leash no longer than 6 feet long. The requirements of the PDD are to set the owners and dogs up for future success. This also helps keep the community safe.

Councilman Cook mentioned in one of the pictures submitted in the packet of the fence, it looks like it was secured by a stake. He questioned if NHS does site visits to indicate areas a dog could get out. Mr. Glandt mentioned if they are able to, or they will document with photographs. NHS has suggested to homeowners to use a stake to help secure the fence.

Mr. Glandt added the best-behaved dog can be triggered. Lotus may be and is probably a good dog. His predecessor told him the only predictable things about dogs, is they are unpredictable. That's why it is on the owner to understand what triggers their dog. The classes are assigned to help with that.

Chief Clary questioned Mr. Glandt if he has any reason to question the credibility of the statement provided by the victim's owner. Mr. Glandt replied he does not, he believes his statement to be accurate and true.

Mrs. Trudy Bittick, 1901 Old Gaelic Circle, mentioned she wasn't home at the time of the incident. She pointed out in the report the neighbor mentions Lotus is Pitbull. She pointed out she is an American Bulldog. She stated the neighbors walk on the sidewalk all the time and the dogs communicate through the fence, like dogs do. They don't bark at each other. She believes Lotus got out of the yard and approached the dogs in excitement, not in aggression.

Chief Clary questioned if she is disputing it is Lotus in the video. Mrs. Bittick stated no. Discussion followed.

Mayor Hike stated any dog can be dangerous when triggered by different situations. He explained the dog is in violation of the ordinance.

Discussion occurred on the condition of Mr. Bittick's fence.

**Motion** was made by Akerson, seconded by Clary, to deny the appeal and to affirm the Decision of Nebraska Humane Society on Potentially Dangerous Dog Declaration.

Roll call vote on the motion was as follows: Hike, Clary, Cook, Akerson, and Yonkers voted yes; voting no: none; absent: none. Motion carried.

City Attorney Aimee Bataillon explained to Mr. Bittick the Board of Health has voted to affirm the decision of the N Nebraska Humane Society. She stated his appeal on Potentially Dangerous Dog Declaration has been denied. Lotus has been affirmed to be a Potentially Dangerous Dog (PDD). She explained to Mr. Bittick he is required to meet the requirements of the ordinance for a PDD. The requirements are included in the agenda packet he received. She questioned if he received it. He clarified he has the requirements. She explained he is required to comply with the sections of the ordinance in the time limit specified.

Mr. Bittick questioned what classes he needs to sign up for. Mr. Glandt explained he will have NHS contact him with the information. He explained the requirements and stated the PDD will fall off in 24 months, if there are no other issues.

Mayor Hike requested clarification from Mr. Bittick if he understands the requirements. Mr. Bittick replied yes.

## **ADJOURNMENT**

There being no further business to come before the Board at this time, on motion by Yonkers, seconded by

Cook, at 2:55 p.m., the meeting was adjourned.

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Susan Kluthe  
City Clerk

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Rusty Hike  
Mayor, Board of Health

# MINUTE RECORD

\*5b.  
12/3/2024

Bellevue City Council Meeting, November 19, 2024, 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 November 19, 2024 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: none.

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

Notice of this meeting was given in advance thereof by publication in the Omaha World Herald, posted and put on city website, 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 led in the Pledge of Allegiance. Pastor Chris Hemmelman, First City Church, 1908 Lloyd Street, 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** made by Burns, seconded by Casey, to approve the agenda.

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

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

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

Consent agenda included the following items: Acknowledge receipt of October 24, 2024 Planning Commission Minutes; Approval of November 6, 2024 City Council Minutes; Approval of Claims; recommend the appointment of Rob Klug as an Alternate to the Board of Adjustment to serve remaining term of Randall Lasenburg who resigned, with a term ending February 2025 and Approve the cancellation of the January 7, 2025 City Council Meeting and authorize staff to pay bills that cannot be held over until January 21, 2025 City Council Meeting.

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: NONE**

## **ORGANIZATIONAL MATTERS:**

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES: NONE**

## **ORDINANCES FOR ADOPTION: (Third Reading)**

**Ordinance No. 4167: Request to rezone Lot 1, Southeast Plaza, from ML to BG for the purpose of commercial development. Applicant: Marathon Equity, LLC. General Location: 909 Fort Crook Road North. (Planning Director)**

Ordinance No. 4167: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 909 Fort Crook Road North, more particularly described in Section 1 of the ordinance and to provide an effective date was read by for a third and final time.

**Motion** was made by Casey, seconded by Cook, to approve Ordinance No. 4167: Request to rezone Lot 1, Southeast Plaza, from ML to BG for the purpose of commercial development. Applicant: Marathon Equity, LLC. General Location: 909 Fort Crook Road North. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: Preister; absent: none. Motion carried.

**Ordinance No. 4168: Request to rezone Lots 1 and 2, Eastern Nebraska Community Action Partnership, being a platting of Tax lots, 15B1A1, 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2, 15B1A2A, AND 15B1A3A, all located in the Southwest ¼ of Section 25, T14N, R13E of**

# MINUTE RECORD

Bellevue City Council Meeting, November 19, 2024, Page 2

**the 6th P.M., Sarpy County, Nebraska, from RS-84 to BG and RS-84 for the purpose of a food bank and existing school facilities; and small subdivision plat Lots 1 and 2, Eastern Nebraska Community Action Partnership. Applicant: Eastern Nebraska Community Action Partnership. General Location: 1003 Lincoln Road. (Planning Director)**

Ordinance No. 4168: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 1003 Lincoln Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read by for a third and final time.

**Motion** was made by Welch, seconded by McCaw, to approve Ordinance No. 4168: Request to rezone Lots 1 and 2, Eastern Nebraska Community Action Partnership, being a platting of Tax lots, 15B1A1, 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2, 15B1A2A, AND 15B1A3A, all located in the Southwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-84 to BG and RS-84 for the purpose of a food bank and existing school facilities. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Request to small subdivision plat Lots 1 and 2, Eastern Nebraska Community Action Partnership.**

**Motion** was made by Welch, seconded by McCaw, to approve request to small subdivision plat Lots 1 and 2, Eastern Nebraska Community Action Partnership. 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. 4169: Amending Chapter 19 of the City Code by adding a new Article IX, Sections 19-108 to 19-120 regarding Vacant Property Registration. (Administration)**

Ordinance No. 4169: An ordinance to amend Chapter 19, of the Bellevue Municipal Code by adding a new Article IX, Sections 19-108 to 19-120 to require the registration of vacant properties; provide registration fees; provide penalties for failing to register vacant properties; to repeal conflicting ordinances and sections and to provide an effective date was read for the second time and a public hearing was held.

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

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

Mayor Hike declared the public hearing closed.

**Motion** was made by Casey, seconded by Welch, to continue the Public Hearing to December 3, 2024 to allow for revisions to the amendment. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Mayor Hike stated the third and final reading will be held on December 3, 2024 at 6:00 p.m.

## **ORDINANCES FOR INTRODUCTION (First Reading): NONE**

## **PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:**

**Show Cause Hearing on the Proposed Condemnation at 1010 Bea Circle, Bellevue 68005. (Chief Building Inspector)**

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

Mr. Mike Christensen, Chief Building Inspector, provided a video and detailed description of the issues with the property.

Mr. Christensen advised under 8-46 of city ordinance it states any building or structure which is unsafe or unfit for occupancy and use, or any building or structure which is liable to fall or collapse from inherent structural weakness, or as the result of fire, decay or otherwise, and which the owner refused to repair in accordance with the provisions of this Code, or any building or structure located within the jurisdictional area of the City which has deteriorated from any cause to the extent of 50 percent of the assessed value is hereby declared to be a public nuisance.

Councilwoman Welch questioned how long the property has been vacant. Mr. Christensen stated original contact with the property owner was in 2016. The owner was notified by certified mail and the letter was

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Bellevue City Council Meeting, November 19, 2024, Page 3

accepted by the homeowner. The homeowner responded that the repairs would be made to the structure. The only repair was a new roof in 2016.

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

Mayor Hike declared the public hearing closed.

## **Resolution No. 2024-32: Condemning the structure(s) located at 1010 Bea Circle, Bellevue 68005.**

**Motion** made by Welch, seconded by McCaw, to approve Resolution No. 2024-32: Condemning the structure(s) located at 1010 Bea Circle, Bellevue 68005.

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

## **Show Cause Hearing on the Proposed Condemnation at 3605 Harrison Street, Bellevue 68147.** (Chief Building Inspector)

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

Mr. Mike Christensen, Chief Building Inspector, provided a video and detailed description of the issues with the property. He explained this property was brought to the attention of the Permits Department in 2023. The owner was contacted and stated they would take out the permits to bring the structure into habitable conditions, explaining that has never happened.

Councilwoman Welch clarified this was brought to Mr. Christensen's attention in 2023 and nothing has been done. Mr. Christensen confirmed that is correct.

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

Mayor Hike declared the public hearing closed.

## **Resolution No. 2024-31: Condemning the structure(s) located at 3605 Harrison Street, Bellevue 68147.**

**Motion** made by Preister, seconded by Casey, to approve Resolution No. 2024-31: Condemning the structure(s) located at 3605 Harrison Street, Bellevue 68147.

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

## **Show Cause Hearing on the Proposed Condemnation at 1010 Bea Circle, Bellevue 68005.** (Chief

### **RESOLUTIONS:**

## **Resolution No. 2024-29: Request to amend the Redevelopment Plan for Lot 1, Southeast Plaza. Applicant: Marathon Equity, LLC. General Location: 909 Fort Crook Road North.** (Planning Director)

**Motion** made by Welch, seconded by McCaw, to approve Resolution No. 2024-29: Request to amend the Redevelopment Plan for Lot 1, Southeast Plaza. Applicant: Marathon Equity, LLC. General Location: 909 Fort Crook Road North.

Councilman Preister explained he will be voting no due to the TIF funding not being fair to the competing business next door and he doesn't feel good about it.

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

## **Resolution 2024-33: Request to approve the 2024 Comprehensive Plan and Long-Range Transportation Plan. Applicant: City of Bellevue. (Public Hearing Required)**

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

Ms. Vivian Fung, Project Manager and Lead Community Planner, Olsson Associates, 2111 South 67<sup>th</sup> Street Suite 200, Omaha, was present to speak regarding the Comprehensive Plan and Long-Range Transportation Plan. The plan involves the vision, values, goals, and strategies for the future of Bellevue's growth and development. The plan covers topics such as Land Use, Development, and place making Transportation. Going through the process involved discovery and understanding where the city has been and where it is today. Ms. Fung explained this encompassed an existing conditions analysis, economic and market study, site visits, photographic inventory, assessment of demographics, policy review, and an

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analysis of existing plans. There was also an extensive engagement and communication effort. This involved a stakeholder committee, a technical committee, and in person and virtual opportunities. Ms. Fung stated this process used community input, market study, and data analysis. She advised this plan has been looked at by city staff, the Planning Commission, and now the City Council.

Councilman Casey thanked Olsson and Associates and Mrs. Tammi Palm, Planning Director, for their commitment and work on the plan.

Councilwoman Welch questioned when the last time the Comprehensive Plan was approved. Mrs. Tammi Palm explained the plan was originally adopted in 1992. There was a complete overhaul in 2008, per City Code revisions have been done every couple of years.

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

Mayor Hike declared the public hearing closed.

**Motion** made by Casey, seconded by Preister, to approve Resolution 2024-33: Request to approve the 2024 Comprehensive Plan and Long-Range Transportation Plan. Applicant: City of Bellevue.

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

## **CURRENT BUSINESS:**

**Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$1,100,000.00 plus accrued interest, to offset TIF eligible expenses, for Heere, Theere & Everywhere, LLC Redevelopment Project located at 2302 Lincoln Road, Tax Lot 2, Heere & Theere Addition to the City of Bellevue, Sarpy County, Nebraska and authorize the Mayor to sign.** (City Clerk)

**Motion** made by Casey, seconded by Cook, to approve and authorize the Mayor to sign the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$1,100,000.00 plus accrued interest, to offset TIF eligible expenses, for Heere, Theere & Everywhere, LLC Redevelopment Project located at 2302 Lincoln Road, Tax Lot 2, Heere & Theere Addition to the City of Bellevue, Sarpy County, Nebraska.

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 HGM Associates for design engineering for the Everett Park Pickleball Court, in an amount not to exceed \$27,700.00.** (Public Works Director)

**Motion** made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the agreement with HGM Associates for design engineering for the Everett Park Pickleball Court, in an amount not to exceed \$27,700.00.

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

**Recommend approval of the purchase of a new and upgraded Cablecast/Carousel System for the Cable TV Department, in an amount not to exceed \$60,267.00.** (Community Relations)

**Motion** made by Preister, seconded by McCaw, to recommend approval of the purchase of a new and upgraded Cablecast/Carousel System for the Cable TV Department, in an amount not to exceed \$60,267.00. 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.

**ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports.**  
**(November report will be attached to the December 3<sup>rd</sup> Council Packet)**

**CLOSED SESSION: NONE**

## **ADJOURNMENT:**

There being no further business to come before the Council at this time, on motion by Cook, seconded by Casey, the meeting adjourned at 6:35 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, November 19, 2024, Page 5

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 November 19, 2024; 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.

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Susan Kluthe, City Clerk

# MINUTE RECORD

Bellevue Board of Adjustment, November 20, 2024, Page 1

The Bellevue Board of Adjustment held a regular meeting on Wednesday, November 20, 2024, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Board Members Petersen, Crompton, Anderson, Conte, and Hankins. Also present was Tammi Palm, Planning Director.

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

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

Motion was made by Conte, seconded by Crompton, to approve the minutes of the August 16, 2023, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Anderson asked staff if there were any updates. Palm stated there were no updates.

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

Anderson explained the public hearing procedures.

PUBLIC HEARING was held on a request for a variance of Section 5.09.05, City of Bellevue Zoning Ordinance, regarding the minimum 35-foot front yard setback for Lot 13, Hillcrest Addition. The applicant is requesting the minimum 35-foot yard setback be reduced to 9 feet for a covered porch. Applicant: Noemi Gonzalez Morales. Location: 101 Caldor Drive. Case #: BOA-2410-01.

Noemi Gonzalez Morales, 101 Caldor Dr., Bellevue, NE, distributed a packet she had prepared for the Board members. She stated two months ago an inspector for the City of Bellevue came to do an inspection on the roof and he noticed the new structure on the front of the house. The inspector issued a stop work order on the project for work without benefit of a permit and the proximity to the front property line. Morales said the house was built in 1931 on a unique shaped lot. She stated the zoning district requires a 35-foot setback from the property line but the house itself does not meet that setback. Morales stated the existing overhang on the house is approximately two feet and the new front porch structure would only increase that by approximately three feet closer to the front property line. She said the porch addition was added to prevent water from getting to the foundation because the elevation of the street is higher than the elevation of the house. Morales stated since living in the house for six years they have experienced water in the basement several times. She said the porch will have gutters and downspouts to redirect the water away from the house. Morales stated no other lots in the neighborhood have the same shape. She said in the packet is a petition of acceptance signed by the neighbors. Morales stated this porch will increase the curb appeal and the overall value of the home.

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

Palm stated staff took pictures of the site which are attached to the report and those pictures were taken from the right-of-way.

Conte stated that Ms. Gonzales had answered several of the questions she originally had.

Petersen questioned if the street was existing when the house was built in 1931. Palm stated she assumed Caldor Drive existed. Anderson stated it existed but was probably gravel at the time the home was constructed. Palm stated in 1955 the pictures from Sarpy County GIS show the Caldor Drive is existing and that it was gravel. Anderson stated it also could have changed elevation due to it going from gravel to concrete. Palm stated based on GIS contours the elevation is 1139 at the property line and 1138 at the northwest corner of the house and 1138 at the front porch addition.

Crompton questioned if there was a previous variance for this house because it does not meet the existing 35-foot setback. Palm stated zoning did not exist at the time the house was built. She said the zoning ordinance was adopted in 1965 so any house that is older than that is likely not going to meet setbacks so it would be considered legal non-conforming. Palm stated legal non-conforming means that if any additions or improvements are made, they must conform to the current zoning ordinance and cannot increase the non-conformity of the existing structure. Petersen questioned if a permit was issued for the front porch. Palm stated no permit was issued. Palm stated Ms. Gonzalez

# MINUTE RECORD

Board of Adjustment Meeting, November 20, 2024 Page 2

was issued a stop work order on September 11, 2024, which was for several issues. She stated the property owner came into the office and obtained permits for all the work except for the front porch because it did not meet the setbacks required for that district.

Hankins questioned if there was electrical installed in the front porch. Gonzalez stated there was no electrical installed in the porch.

Discussion ensued regarding previous cases brought before the Board with legal non-conforming structures requesting variances and the results of those cases.

Anderson stated the reason the front setback is regulated is so when neighborhoods are constructed there is some openness to the neighborhood. He said if we were to approve this case and allow the 9-foot setback then we would have to allow that setback for all.

Conte stated this is not something that was done by caprice because as described it is improving the water issues in the basement which is almost a necessity to improve the structure. Petersen stated changes to the elevation of the soil against the foundation would redirect the water from the foundation, and indicated the porch cover is not keeping water away from the foundation.

Crompton questioned if the applicant had an engineer's report that would say constructing this porch would stop the water intrusion in the basement. Gonzalez stated she did not have an engineer's report.

Discussion ensued regarding what would need to be done to stop the water issues in the basement.

Hankins questioned if previous decisions of the Board would increase requests for variances in front yard setbacks. Palm stated yes, this Board sets precedence. If the Board approves this item, it has a direct impact as to how construction permits such as these are reviewed and approved by staff.

Petersen questioned how decisions on zoning were made when the first zoning ordinance was done in 1965. Palm stated if the city is taking over land that had prior zoning from Sarpy County, then the most comparable City of Bellevue zoning to its previous County zoning is applied. Discussion ensued regarding legal non-conforming structures.

MOTION was made by Petersen, seconded by Crompton to recommend APPROVAL of a request for a variance of Section 5.09.05, City of Bellevue Zoning Ordinance, regarding the minimum 35-foot front yard setback for Lot 13, Hillcrest Addition. Approval to allow the minimum 35-foot yard setback be reduced to 9 feet for a covered porch. Applicant: Noemi Gonzalez Morales. Location: 101 Caldor Drive. Case #: BOA-2410-01. Upon roll call, Crompton, Conte, and Hankins voted yes. Petersen, and Anderson voted no. MOTION failed and variance denied.

There was discussion regarding the election of officers.

Brad Anderson was elected to Chair by acclamation.

Nick Petersen was elected to Vice Chair by acclamation.

Meeting adjourned at 6:39 p.m.



Dianna Van Horn  
Planning Secretary

## MINUTE RECORD

Bellevue Planning Commission Meeting, November 21, 2024, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, November 21, 2024, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners, Sims, Taylor-Jones, Hankins, Ackley, Lasenburg, Bennett, and Perrin. Absent was Commissioner Aerni. Also present was Tammi Palm, Planning Director and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Taylor-Jones, seconded by Ackley, to approve the minutes of the October 24, 2024, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Hankins asked if there were any updates or additions to staff reports. Palm advised there were no updates.

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

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, all located in the Northwest ¼ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RE-PS and RE to RE-PS and RE with site plan approval, for the purpose of single-family residential development; and small subdivision plat Lots 1 and 2, Perez Addition Replat Two. Applicant: Jonathan Revis. General location: 10711 Old 36th Street. Case #'s: Z-2410-11, S-2410-17.

Hankins asked staff for updates. Palm stated there were no updates and gave a brief summary of the request.

Palm stated this applicant was before the Commission earlier this year for a small subdivision plat and rezoning of this property. She said the applicant desires to construct a single-family residence on the property. Palm stated this property is in the APZ II (Accident Potential Zone II) of Offutt Air Force Base and because of that a site plan approval was done and approved by Offutt AFB and the City Council. Palm stated since the original application was approved the applicant has decided to move the location of the proposed home and needed to rezone and replat again. She said this replat includes a portion of his cousin's property to facilitate the construction of the home. Palm stated staff is recommending approval of the request and Offutt AFB has no issue with the new proposal because the home is located outside of the APZ II.

Jonathan Revis, 10707 Old 36<sup>th</sup> Street, Bellevue, NE, stated the previous proposed site plan for the home was on the west side, the lowest area of the land, and because of drainage issues not an ideal location for the home. He said the other location on the east side ran too close to the OPPD (Omaha Public Power District) access clearance area. Revis said the new proposal will take a portion of his cousin's land and allow more room for the home, the best location to build on the property, and also remains out of the APZ II zone.

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

MOTION was made by Taylor-Jones, seconded by Lasenburg to recommend APPROVAL a request to rezone Lots 1 and 2, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, all located in the Northwest ¼ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RE-PS and RE to RE-PS and RE with site plan approval, for the purpose of single-family residential development; and small subdivision plat Lots 1 and 2, Perez Addition Replat Two. Applicant: Jonathan Revis. General location: 10711 Old 36th Street. Case #'s: Z-2410-11, S-2410-17. APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, and lack of perceived negative impact upon the surround area. Upon roll call, all present voted yes. MOTION carried unanimously.

# MINUTE RECORD

Bellevue Planning Commission Meeting, November 21, 2024, Page 2

**This item will proceed to City Council for PUBLIC HEARING on December 17, 2024.**

Meeting adjourned at 6:10 p.m.

A handwritten signature in blue ink that reads "Dianna Van Horn". The signature is written in a cursive style.

Dianna Van Horn  
Planning Secretary

# State of Nebraska

## County of Sarpy


To: Susan Kluthe, City of Bellevue

I, the undersigned, being the Election Commissioner of Sarpy County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 5, 2024, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

Position	Candidates	Votes Cast
City Council	Thomas Burns	1,989
Ward 1	Herb Evers	1,971
	Scatterings	27

Witness my hand and official seal this 27<sup>th</sup> day of November, 2024.



/s/   
Emily A. Ethington  
Sarpy County Election Commissioner

# State of Nebraska

## County of Sarpy

To: Susan Kluthe, City of Bellevue

I, the undersigned, being the Election Commissioner of Sarpy County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 5, 2024, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

Position	Candidates	Votes Cast
City Council	Kathy Welch	2,651
Ward 3	Kyle Rhone	1,660
	Scatterings	57

Witness my hand and official seal this 27<sup>th</sup> day of November, 2024.



/s/ Emily A. Ethington  
Emily A. Ethington  
Sarpy County Election Commissioner

# State of Nebraska

## County of Sarpy

To: Susan Kluthe, City of Bellevue

I, the undersigned, being the Election Commissioner of Sarpy County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held November 5, 2024, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

Position	Candidates	Votes Cast
City Council	Don Preister	3,179
Ward 5	Scatterings	113

Witness my hand and official seal this 27<sup>th</sup> day of November, 2024.



/s/ Emily A. Ethington  
Emily A. Ethington  
Sarpy County Election Commissioner

NOTICE OF RESIGNATION OF  
COUNCIL MEMBER REPRESENTING  
WARD 4

This shall serve as notice that Council member Kathy Welch, currently representing Ward 4 of the City of Bellevue, is resigning from this position to represent and serve Ward 3.

Dated December 3, 2024

\_\_\_\_\_  
Kathy Welch

# MINUTE RECORD

\*12.  
12/3/2024

## CLAIMS FOR 2024/12/03 COUNCIL MEETING

PAGE 1

### CITY ADMINISTRATOR

BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	42.38
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	26.39
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	367.24
		<u>367.24</u>
		\$ 436.01

### LEGAL

BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	7.48
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	4.66
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	64.81
TRAVELERS	PAID LOSS RECOVERY AS OF 2024/10/31	2,360.00
		<u>2,360.00</u>
		\$ 2,436.95

### CABLE ADVISORY

BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	37.39
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	23.28
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	324.04
		<u>324.04</u>
		\$ 384.71

### CITY CLERK

BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	64.82
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	40.35
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	561.66
		<u>561.66</u>
		\$ 666.83

### FINANCE/RISK MANAGEMENT

BELLEVUE PRINTING COMPANY	ENVELOPES PRINTING	483.20
BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	54.84
HANEY SHOE STORE	SAFETY SHOES-7 EMP	945.96
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	34.15
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	475.25
QUADIENT FINANCE USA, INC	2024/10/22 REFILL	1,000.00
		<u>1,000.00</u>
		\$ 2,993.40

### LIBRARY

BIBLIOTHECA, LLC	RFID TAGS	944.30
BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	41.40
CAPITAL BUSINESS SYSTEMS, INC	2024/10/10-11/09 COPIER EXPENSE	338.69
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	93.48
COX BUSINESS SERVICES	2024/11/09-12/08 MONTHLY SERVICE	410.00
DEMCO	STUDENT DESKS (2)	1,115.09
FONTENELLE FOREST	2024/12/31-2025/12/31 LIBRARY MEMBERSHIP PROGRAM	300.00
		<u>1,343.39</u>
INGRAM LIBRARY SERVICES	BOOKS	92.69
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	92.69
QUADIENT FINANCE USA, INC	2024/10/31M LIBRARY NEOSHIPS	464.31
RUFF WATERS	2024/10/31M AQUARIUM MAINTENANCE	135.99
THREE RIVERS LIBRARY SYSTEM	WORKSHOP-L MISCHKE, BARNARD, SHELEY	15.00
TRED-MARK COMMUNICATIONS	INSTALLATION FAX CABLES FOR LIBRARY	1,465.19
		<u>1,465.19</u>
		\$ 6,759.53

### ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	42.38
IDEAL PURE WATER COMPANY	BOTTLED WATER	76.25
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	26.39
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	367.24
PRECISE MRM LLC	2024/10/31M FLAT DATA PLAN	69.00
		<u>69.00</u>
		\$ 581.26

# MINUTE RECORD

## CLAIMS FOR 2024/12/03 COUNCIL MEETING

PAGE 2

### CODE ENFORCEMENT

BELLEVUE PRINTING COMPANY	NV FORMS, ENVELOPES	964.47
BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	2.43
CAPITAL BUSINESS SYSTEMS, INC	2024/10/10-11/09 COPIER EXPENSE	134.66
CLAYTON GRUHN	TREE REMOVAL (DEADWOODING) -7312 S 25TH ST	1,895.00
CLAYTON GRUHN	TREE REMOVAL OF A SILVER MAPLE- 4937 BERNADETTE AVE	2,495.00
CROW LAWN CARE LLC	2024/10/24-11/7 MOWING, CODE CLEANUP	1,700.00
GREAT PLAINS UNIFORMS	SAFETY BOOTS-M GREGURICH	249.50
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	9.38
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	139.76
TRAVELERS	PAID LOSS RECOVERY AS OF 2024/10/31	5,747.00
		<b>\$ 13,337.20</b>

### PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER INSTALLATION	7,410.53
BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	4.09
CORNHUSKER AUTO WASH	2024/10/31M CAR WASHES	15.89
DAVE GOEDEKEN	REIMB MILEAGE FOR CONFERENCE	120.60
JEO CONSULTING GROUP, INC	BPW-230510 PCSMP REVIEWS THRU 2024/10/25	2,829.75
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	15.75
NEBRASKA IOWA SUPPLY COMPANY,	DIESEL FUEL FOR TANKS	4,051.38
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	234.71
PRECISE MRM LLC	2024/10/31M FLAT DATA PLAN	69.00
SARPY COUNTY CLERK-REGISTER OF	FILING FEES	28.00
		<b>\$ 14,779.70</b>

### PARKS

A-RELIEF SERVICES	2024/10/13-11/09 PORTABLE RESTROOMS-CITY	312.00
BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	108.69
CAPITAL BUSINESS SYSTEMS, INC	2024/09/18-10/17 COPIER EXPENSE	22.60
GP ARCHITECTURE, LLC	BPW-240105 STONECROFT PARK THRU 2024/09/25	2,000.00
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	391.30
HUGHES MULCH PRODUCTS	SEMI LOAD OF ENGINEERED MULCH-SO SHOP, GOLDENROD, SORENSEN, GILDER, LAKEWOOD	11,000.00
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	1,311.79
METROPOLITAN UTILITIES DIST	2024/10/05-11/04 MONTHLY SERVICE	59.46
METROPOLITAN UTILITIES DIST	2024/10/10-11/06 MONTHLY SERVICE	240.34
MIDWEST DCM, INC	BPW-240105 STONECROFT PK RESTROOM THRU 2024/09/30	39,940.00
PRECISE MRM LLC	2024/10/31M FLAT DATA PLAN	299.00
		<b>\$ 55,685.18</b>

### RECREATION

CAPITAL BUSINESS SYSTEMS, INC	2024/10/11-11/10 COPIER EXPENSE	24.60
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	0.07
METROPOLITAN UTILITIES DIST	2024/10/03-11/01 MONTHLY SERVICE	166.31
METROPOLITAN UTILITIES DIST	2024/10/03-11/01 MONTHLY SERVICE-FIRE HYDRANT	11.68
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	699.37
METROPOLITAN UTILITIES DIST	2024/10/05-11/04 MONTHLY SERVICE	856.25
MIDWEST IMPRESSIONS	PRINT LOGO ON TRACK SHIRTS	588.00
PRECISE MRM LLC	2024/10/31M FLAT DATA PLAN	92.00
WESTLAKE ACE HARDWARE	LOPPER BYPASS METAL	24.99
		<b>\$ 2,463.27</b>

### FACILITY MAINTENANCE

BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	422.82
CARPENTER PAPER CO	JANITORIAL SUPPLIES	1,008.72
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHER INSPECTION-SR CENTER, SERVICE CALL	524.50
GP ARCHITECTURE, LLC	BPW-240112 WASHINGTON PK SHELTER THRU 2024/09/25	1,500.00
HOTSY EQUIPMENT CO	SERVICE MAINTENANCE	707.40

# MINUTE RECORD

## CLAIMS FOR 2024/12/03 COUNCIL MEETING

PAGE 3

### FACILITY MAINTENANCE (cont'd)

INTERSTATE POWER SYSTEMS, INC	ANNUAL SERVICE GENERATOR POLICE DEPT	1,634.15
INTERSTATE POWER SYSTEMS, INC	PD FUEL TRANSFER PUMP/BATTERY FAILED	3,727.04
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	143.84
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	249.90
METROPOLITAN UTILITIES DIST	2024/10/05-11/01 MONTHLY SERVICE	54.98
MIDWEST DCM, INC	BPW-240112 WASHINGTON PARK SHELTER THRU 2024/09/30	29,990.00
PRECISE MRM LLC	2024/10/31M FLAT DATA PLAN	161.00
STANDARD HEATING & A/C	SERVICE AGREEMENT-GOLDENROD	387.77
TRICO MECHANICAL SERVICES	HVAC SERVICE-BAE BLDG	106.25
		<b>\$ 40,618.37</b>

### CEMETERY

BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	75.62
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	115.78
METROPOLITAN UTILITIES DIST	2024/10/05-11/01 MONTHLY SERVICE	20.06
PULVERENTE MONUMENT COMPANY,	MAUS DOORS	150.00
		<b>\$ 361.46</b>

### STREETS

ALFRED BENESCH & COMPANY	BPW-240103 OVERLAY PROJECTS 2024/10/21-11/17	945.75
AVERY RENTS	PROPANE FOR ASPHALT TACK	61.17
BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	162.00
CAPITAL BUSINESS SYSTEMS, INC	2024/10/12-11/11 COPIER EXPENSE	136.53
FELSBURG HOLT & ULLEVIG, INC	BPW-240601 36TH ST CORRIDOR STUDY 2024/09/30M	8,792.56
FELSBURG HOLT & ULLEVIG, INC	BPW-240110 FT & FAIRVIEW STUDY 2024/08/01- 09/30	4,140.00
FINISHED EDGE, INC	REPAIR VEHICLE DAMAGED BY CITY	2,109.30
HGM ASSOCIATES INC	BPW-240102 CONCRETE REPAIRS PROJECTS THRU 2024/10/31	13,726.07
HGM ASSOCIATES INC	BPW-240604 CULVERT WINGWALL REPAIR THRU 2024/10/31	2,033.48
IMSA	2023/12/31-2024/12/31 MEMBERSHIP-COSTELLO	90.00
INDEPENDENT SALT CO	SALT/ICE CONTROL	1,703.55
JACK MELING	REIMB MILEAGE FOR CDL TRAINING	338.63
JACOBS ENGINEERING GROUP, INC	BPW-240121 COLLEGE HTS STORMWATER 2024/09/28-10/25	8,094.08
JACOBS ENGINEERING GROUP, INC	BPW-240124 WHITTED CREEK 2024/09/28-10/25	20,480.04
MARTIN ASPHALT	BULK ASPHALT TACK	796.00
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	257.44
METROPOLITAN UTILITIES DIST	2024/10/05-11/01 MONTHLY SERVICE	90.25
METROPOLITAN UTILITIES DIST	2024/10/05-11/04 MONTHLY SERVICE	94.46
METROPOLITAN UTILITIES DIST	2024/10/08-11/04 MONTHLY SERVICE	170.21
METROPOLITAN UTILITIES DIST	2024/10/10-11/06 MONTHLY SERVICE	51.96
MICHAEL TODD INDUSTRIAL SUPPLY	U-CHANNEL POSTS	4,000.00
MIDWEST STORAGE SOLUTIONS	PROGRESS INV-FURNITURE FOR ODORANT BLDG	9,204.95
OMAHA PUBLIC POWER DISTRICT	2024/10/02-10/31 MONTHLY SERVICE	166.38
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	34.83
OMNI ENGINEERING	ASPHALT	5,906.51
PRECISE MRM LLC	2024/10/31M FLAT DATA PLAN	1,219.00
READY MIXED CONCRETE COMPANY	CONCRETE	5,680.18
SARPY COUNTY TREASURER-DMV	VEHICLE REGISTRATIONS	28.00
SMITH FERTILIZER & GRAIN CO, INC	BEET 55 FOR ICE CONTROL	25,617.74
SWAIN CONSTRUCTION	BPW-240102 CONCRETE PROJECT	71,266.35
TRED-MARK COMMUNICATIONS	BPW-230105 WATERPROOF CONNECTION TO ODORANT BUILDING	287.75
TRED-MARK COMMUNICATIONS	DATA CABLING INSTALLATION-NO ST SHOP	1,850.00
		<b>\$ 189,535.17</b>

# MINUTE RECORD

## CLAIMS FOR 2024/12/03 COUNCIL MEETING

PAGE 4

### FLEET MAINTENANCE

911 CUSTOM, LLC	HOWLER BRACKET, AMBER KIT MOUNT	4,406.30
ARNOLD MOTOR SUPPLY, LLC	MNI RELAY, FUEL STABILIZER	23.48
AUTOMOTIVE WAREHOUSE DIST, INC	PICO PARTS, BALDWIN PARTS, FORNEY PARTS, KURT PARTS, DAYCO PARTS, RAYBESTOS PARTS, TRICO	1,027.45
BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	59.20
FACTORY MOTOR PARTS CO	BLADE ASSEMBLY, THERMOSTAT ASSY, SEALS, SPARK PLUGS	231.02
GRAINGER	COATED GLOVES, INNER LENS, TEAR AWAY LENS	164.64
IDEAL PURE WATER COMPANY	BOTTLED WATER	82.50
INDOFF, INC	OFFICE SUPPLIES	257.48
JONES AUTOMOTIVE	SECURE IDLE-FORD SEDAN	199.00
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	125.25
NAPA AUTO PARTS	REDUCER SLEEVE, FILTERS, HOSE CLAMPS, OIL, DISC PADS, BRAKE ROTORS	1,049.72
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	SHROUD BODY, WASHERS, SELF DRILL SCREWS, SAW BLADES	155.62
UNITED RENTALS (NORTH AMERICA),	BUMPER RENTAL	63.94
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	540.72
		<b>\$ 8,386.32</b>

### SOLID WASTE

PAPILLION SANITATION	2024/09/17-09/24 GLASS RECYCLING	230.04
PAPILLION SANITATION	2024/10/15-22 GLASS RECYCLING	368.91
PAPILLION SANITATION	2024/10/03-10/08 GLASS RECYCLING	370.93
PAPILLION SANITATION	2024/10/31M TRASH HAULING FEES	359,493.49
		<b>\$ 360,463.37</b>

### PLANNING

BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	3.70
COLUMN SOFTWARE, PBC	LEGAL AD	8.73
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	14.25
OLSSON ASSOCIATES	COMP PLAN UPDATE & LONG RANGE THRU 2024/11/02	5,710.95
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	212.30
SARPY COUNTY CLERK-REGISTER OF	FILING FEES	16.00
TAMMI PALM	REIMB PER DIEM, TRAVEL, LODGING, INCIDENTALS FOR CONFERENCE	865.46
		<b>\$ 6,831.39</b>

### PERMITS & INSPECTIONS

ANTONIO BAHENA	REIMB FOR FUEL FOR CITY VEHICLES	180.00
BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	4.94
CAPITAL BUSINESS SYSTEMS, INC	2024/09/18-10/17 COPIER EXPENSE	312.19
CORNHUSKER AUTO WASH	2024/10/31M CAR WASHES	38.31
INTERNATIONAL ASSOCIATION OF ELECTRICAL INSPECTORS	CONFERENCE REGISTRATION-T WIEDUWILT	300.00
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	19.04
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	283.65
		<b>\$ 1,138.13</b>

### POLICE

AUTO BODY AUTHORITY	BODY REPAIRS & REPAINT - UNIT 626	3,646.00
AVERY L LOSCHEN	2024/12/31M RENT FOR K9 BUILDING	1,300.00
BELLEVUE ANIMAL HOSPITAL	VET VISIT - MAX	621.90
BENEFIT PLANS	2024/11/30M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BIG RED LOCKSMITHS	DUPLICATE KEYS	27.00
BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	87.51
CONNER PSYCHOLOGICAL SERVICES PC	2024/10/29 PRE EMPLOYMENT PSYCH EVALUATIONS	950.00
COX BUSINESS SERVICES	2024/11/02-12/01 MONTHLY SERVICE	285.00
DWS STORE	BOOTS	165.81
GREAT PLAINS UNIFORMS	UNIFORM ITEMS, BALLISTIC VESTS	6,291.64

# MINUTE RECORD

## CLAIMS FOR 2024/12/03 COUNCIL MEETING

PAGE 5

### POLICE (cont'd)

HITOUCH BUSINESS SERVICES	COPY PAPER	870.00
HY VEE	PRESCRIPTION FOR CHEQUE	94.38
HYUNDAI MOTOR FINANCE	2024/11/30M LEASE PYMT - HIDTA-DEA-SIMONES	720.01
IDEAL IMAGES, INC	SCREEN PRINTING ON UNIFORMS FOR SWAT	379.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	92.39
JORDAN SPENCER	REIMB TRAINING EXPENSES	1,143.62
KEYSTONE CARPET & TILE	CARPET TILES	1,204.80
KISHAN MANNING	REIMB TRAINING EXPENSES	331.95
MBF INDUSTRIES, INC	POLICE SHARE MOBILE COMMAND POST	238,619.00
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	337.43
MICHAELS	SCRAPBOOK MATERIALS	36.54
MODERN IMAGING SOLUTIONS, INC	NITRILE GLOVES-XL AND L	699.65
MOTOROLA SOLUTIONS, INC	RADIO BATTERIES (25), CARRY ACCESSORIES	5,002.50
MOTOROLA SOLUTIONS, INC	2024/02/10-2025/02/09 BODY CAMERA ANNUAL LICENSE	195.00
NEBRASKA FURNITURE MART	4 SAMSUNG 50IN TV'S	1,299.96
NEW YORK UNIVERSITY	2024/08/01-09/30 PROFESSIONAL SERVICES-SAJE	17,414.75
OMAHA PUBLIC POWER DISTRICT	2024/10/11-11/11 MONTHLY SERVICE	5,026.74
POWERS ELECTRIC LLC	INSTALL ELECTRICAL OUTLETS, SERVICE CALL	1,005.00
QUE-TEL CORPORATION	2024/12/21-2025/12/20 QUE TEL SOFTWARE	7,158.90
SARPY COUNTY FISCAL	DATA PROCESSING LRMS, RMS SOFTWARE	17,240.82
SARPY COUNTY TREASURER-DMV	VEHICLE REGISTRATIONS	66.00
SCOTT MILLER	REIMB PER DIEM FOR TRAINING	147.50
THE DEHNER CO	PATROL BOOTS-C KENNY	1,053.00
THOMSON REUTERS - WEST	2024/10/31M ONLINE SOFTWARE SUBSRIPTION	220.00
TRAVELERS	PAID LOSS RECOVERY AS OF 2024/10/31	2,622.00
U.S. CELLULAR	2024/11/04-12/03 MONTHLY SERVICE	44.48
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	2,396.00
VERIZON WIRELESS	2024/10/24-11/23 MONTHLY SERVICE	508.45
WORK FIT OCCUPATIONAL HEALTH	MEDICAL TESTING	101.00
ZERO9 HOLSTERS	BODY CAMERA MOLLE MOUNTS	1,163.70
		<b>\$ 329,386.99</b>

### FIRE & RESCUE

BLACK HILLS ENERGY	2024/10/01-11/01 MONTHLY SERVICE	121.85
COX BUSINESS SERVICES	2024/11/01-30 MONTHLY SERVICE	115.00
KEITH A SANDERS	2024/10/31M PENSION-KS	2,849.47
MBF INDUSTRIES, INC	FIRE SHARE OF MOBILE COMMAND POST	238,619.00
METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	706.12
METROPOLITAN UTILITIES DIST	2024/10/05-11/04 MONTHLY SERVICE	1,304.79
METROPOLITAN UTILITIES DIST	2024/10/09-11/04 MONTHLY SERVICE	143.22
METROPOLITAN UTILITIES DIST	2024/10/09-11/06 MONTHLY SERVICE	265.19
GP ARCHITECTURE, LLC	BPW-240107 WINDOW REPLACEMENT-DIST 3 THRU 2024/09/25	2,600.00
		<b>\$ 246,724.64</b>

### NON-DEPARTMENTAL/CONTRACTS

NE-DEPARTMENT OF REVENUE	2024/10/31M SALES AND USE TAX	37.69
PM AM CORPORATION	2024/10/31M - ALARM FEES	2,511.00
CENTURY LINK	2024/10/04-11/03 MONTHLY SERVICE	407.23
CENTURY LINK	2024/11/01-30 MONTHLY SERVICE	520.00
CHUBB COMMERCIAL INSURANCE	2024/10/01-2025/09/30 FIDUCIARY 000082436393	12,252.00
CHUBB COMMERCIAL INSURANCE	2024/10/01-2025/09/30 CYBER ERM 000D94853102	41,118.00
FORVIS MAZARS LLP	PROGRESS BILLING #1 FOR FYE 2024/09/30	15,250.00
HDR ENGINEERING, INC	BPW-240501 PRAIRIE HILL DEVP 2024/09/29-11/02	4,576.99
OLSSON ASSOCIATES	BPW-240802 WATERPARK CITY INFRASTRUCTURE THRU 2024/11/02	117,475.86
SARPY COUNTY COURT HOUSE	2024/12/31M ANIMAL CONTROL	17,535.00
TRAVELERS CL REMITTANCE CENTER	2024/12/31Q 1ST INSTALLMENT 2024/2025	144,291.75
TRISTAR	2024/10/24-12/24 CLAIMS ADMIN FEES	3,881.25
		<b>\$ 359,856.77</b>

# MINUTE RECORD

## CLAIMS FOR 2024/12/03 COUNCIL MEETING

PAGE 6

### 2206 LONGO DR

LEO A DALY COMPANY	BPW-210311 LIBRARY PROFESSIONAL SERVICES THRU 2024/10/25	588.78
METAL LOGOS	CUSTOM INTERIOR WALL DISPLAYS	6,341.45
		<u>\$ 6,930.23</u>

### BELLEVUE BAY INDOOR WATERPARK

HOLLAND BASHAM ARCHITECTS, INC	DESIGN & ENGINEERING FOR BELLEVUE WATERPARK	2,266,290.00
		<u>\$ 2,266,290.00</u>

### WASTEWATER

ARMOR EQUIPMENT	TUBE CLAMPS	471.51
BIG RED LOCKSMITHS	KEYS FOR EQUINOX VEHICLE	300.00
BIG RED LOCKSMITHS	DUPLICATE KEYS	65.00
CAPITAL BUSINESS SYSTEMS, INC	2024/09/09-10/08 COPIER EXPENSE	54.20
CENTURY LINK	2024/11/04-12/03 MONTHLY SERVICE	64.12
CITY OF OMAHA	2024/07/31M SEWER FEES	663,937.97
COX BUSINESS SERVICES	2024/11/04-12/03 MONTHLY SERVICE	220.00
ELECTRIC PUMP, LLC	INSTALL NEW CAPACITOR-22ND ST LIFT STATION	1,335.15
EMBRIS GROUP LLC	BPW-230611 OLD TOWNE REHAB 2024/05/01-10/31	2,950.00
HANEY SHOE STORE	SAFETY SHOES- 4 EMP	722.99
HDR ENGINEERING, INC	BPW-240603 SCWWA CONNECTION EVAL	26,966.42
HDR ENGINEERING, INC	BPW-201109 SO LIFT STATION 2024/08/25-11/02	1,238.48
HOA OPTIMIZATION & AUTOMATION	ELECTRIC OVERLOAD RELAY, CONTACTOR	1,999.48
METROPOLITAN COMMUNITY COLLEGE	2024/09/03-11/18 TUITION, FEE-K CLINGERMAN	337.50
METROPOLITAN UTILITIES DIST	2024/10/05-11/04 MONTHLY SERVICE	61.23
METROPOLITAN UTILITIES DIST	2024/10/08-11/04 MONTHLY SERVICE	177.25
MICHAEL TODD INDUSTRIAL SUPPLY	SURVEY GREEN PAINT	256.24
NMC GROUP, INC	EMERGENCY BYPASS PUMP REPAIR	3,685.00
PRECISE MRM LLC	2024/09/30M FLAT DATA PLAN	46.00
READY MIXED CONCRETE COMPANY	CONCRETE	788.28
RJN GROUP INC	GIS UPDATE PROFESSIONAL SERVICES THRU 2024/11/01	34,625.00
TRITON HYDROTOOLS	JET NOZZLES, FREIGHT	1,460.00
		<u>\$ 741,761.82</u>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT EXPENSES	5,512.50
		<u>\$ 5,512.50</u>

### FEDERAL FORFEITURES

VERIZON WIRELESS	2024/10/22-11/21 MONTHLY SERVICE	654.86
		<u>\$ 654.86</u>

### BCMBC

METROPOLITAN UTILITIES DIST	2024/10/04-11/01 MONTHLY SERVICE	111.14
		<u>\$ 111.14</u>

**TOTAL CLAIMS FOR 2024/12/03 COUNCIL MEETING** \$ 4,665,087.20

**TOTAL PAYROLL FOR 2024/11/22** \$ 1,879,643.77

**CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET**

16a.  
12/3/2024

COUNCIL MEETING DATE: 12/3/2024		SUBMITTED BY: City Clerk	
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:**

Application for addition to current Class "C" Liquor License for John James with Tightcuts Barber & Beauty LLC., dba "Tightcuts Barber & Beauty" at 1308 Fort Crook Road South.

**SYNOPSIS/BACKGROUND:**

Application for addition to current Liquor License for John James with Tightcuts Barber & Beauty LLC., dba "Tightcuts Barber & Beauty" at 1308 Fort Crook Road South. Applications are turned directly into the Nebraska Liquor Control Commission (NLCC) by the applicant. The NLCC forwards to application to the City Clerk's office of the local governing body. City Clerk sends the application to the Police Department for review. The application is then submitted to City Council for review and recommendation to the NLCC. The recommendation from the City Council is then sent to the NLCC.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

Recommend approval of an addition to the current Class "C" Liquor License for John James with Tightcuts Barber & Beauty LLC., dba "Tightcuts Barber & Beauty" at 1308 Fort Crook Road South.

**ATTACHMENTS:**

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

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_



APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: December 3, 2024 Due to City Clerk: November 20, 2024

Applicant: Tightcuts Barber & Beauty

Location/Address: 1308 Fort Crook Road South

Requested Action:

Recommend approval of an addition to licensed area on current Class "C" Liquor License for John James with Tightcuts Barber & Beauty LLC dba "Tightcuts Barber & Beauty" located at 1308 Fort Crook Road South.

There is no need for a background check on individual. Just note if you have any concerns with the addition.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	_____	_____
2.	_____	_____

Comments:

*No comments or concerns from Police.*

Signature of Reviewer: *Capt. K. Stricker #171*

Date: 11-12-24

**NOTICE OF PUBLIC HEARING ON APPLICATION  
FOR ADDITION TO LICENSED AREA TO CURRENT LIQUOR  
LICENSE**

Notice is hereby given that Bryan with a Y Industries LLC dba "Tightcuts Barber & Beauty LLC" has filed an application for addition to licensed area at 1308 Fort Crook Road South, Bellevue, Nebraska.

A public hearing on the application will be held at the City Council meeting on December 3, 2024, at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

Susan Kluthe  
City Clerk



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Application Copy

File Number: 22701

AMENDMENT TYPE

Addition to Licensed Area

APPLICATION DATE RECEIVED

2024-10-23

PREMISES TYPE

Converted

PREMISES NAME

TIGHTCUTS BARBER & BEAUTY

OPERATOR

TIGHTCUTS BARBER & BEAUTY  
LLC

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

1308 FORT CROOK RD S  
BELLEVUE, NE 68005-2995

MAILING ADDRESS

7505 N 108TH AVE  
OMAHA, NE 68142

CONTACT NAME

John James

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

ALTERNATE PHONE

FAX

EMAIL

johnjames1308@gmail.com

PREMISES MANAGER

JOHN T JAMES

PREMISES MANAGER EMAIL

JOHNJAMES1308@GMAIL.COM

## QUESTIONS

### **Class C Spirits, Wine, Beer On a**

1. Current Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15)  
L150,W75
2. New Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15)  
L150,W75
3. What is being added, deleted or changed? Explain the type of addition/deletion/reconstruction, i.e. beer garden, adding to the building, storage area being removed. Fencing is required for outdoor areas.  
Adding the Top floor
4. Is there an outdoor area?  
\*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.  
No
5. Will a basement be used for alcoholic storage or sale?  
No
6. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.  
2 floors.  
Upstairs will be used
7. Would the premises to be licensed be within 150 feet of a church, school, hospital, home for indigent persons or veterans, their wives and children?  
No

8. Would the premises to be licensed be within 300 feet of a college campus or university?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	20241018_121321.jpg	Lease
Lease / Deed / Purchase Agreement	20241018_121325.jpg	Lease
Premises Description & Diagram	20241023_151936.jpg	

APPLICANT

John James

DECLARATION

I (We) the applicant(s) agree and consent

I declare under penalty of perjury that I have read the contents of this amendment application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

# Commercial Lease Agreement

This Lease agreement is made on this 23rd day of September (Month), 2024 (Year) by and between  
TC&S, LLC (hereinafter "Landlord")

AND

TIGHT CUTS BARBER & BEAUTY (hereinafter "Tenant").

In consideration for the shared promises and agreements contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following stated property: 1308 BELLEVUE, NE 68110
2. The tenure of the Lease shall be for 60 MONTHS beginning 10/1/2024 and ending 9/30/2030.
3. The Tenant shall pay to Landlord as rent \$7200 per year in equal monthly installments of \$600 payable in advance MONTHLY (Time Period). Rental payment is due on the 1<sup>st</sup> of the month and considered late after the 3<sup>rd</sup>. A late fee of \$50 will be assessed if payment is received after the 3<sup>rd</sup>. A security deposit in the amount of N/A is due upon execution of this agreement.
4. Termination of lease agreement: The leaseholder is responsible for the entirety of the lease. A sixty day (60) written notice is required prior to the end of existing lease. If terminated early, the leaseholder is responsible for the remaining months/payments under the agreement.
5. Tenant shall always use and inhabit the building only as a storage for decorations company (Tenant Rental Status) subject to the approval of the Landlord.
6. The Tenant shall not make any amendments, additions, or improvements to the building without the prior written permission of the Landlord.
7. The property-owner, at his/her own cost, shall equip the following utilities or facilities for the benefit of the occupant. However, the tenant shall share in the cost, as outlined below:  
Pay N/A per month towards the cost of the monthly utilities for the rental space.
8. The leaseholder, at his/her own cost, shall provide the following:  
SIGNAGE, FURNITURE AND MATERIALS NEEDED FOR DAY TO DAY OPERATION OF BUSINESS.
9. The leaseholder shall purchase at his/her own cost public liability/renter's insurance in the amount of \_\_\_\_\_ as well as fire and exposure insurance in the amount of \_\_\_\_\_ for the property and shall provide satisfactory proof thereof to the property-owner and shall continue same in force and effect throughout the Lease period hereof.
10. The leaseholder shall not let or commit waste to the property.
11. The leaseholder shall meet the terms, policies, order codes and laws of all governmental establishments having authority over the property.
12. The Tenant shall not allow or engage in any activity that will affect an increase in the rate of insurance for the building in which the property is not contained. Nor shall the leaseholder allow or commit any annoyance thereon. They shall be responsible for the actions of all customers.

13. The lessee shall not sublet or allocate neither property nor consent to any other person or business to use or occupy the property without the earlier written approval of the Landlord, which permission may not be unduly withdrawn.


14. At the end of the period of this Lease, the lessee shall give in and deliver up the property in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, realistic wear and tear expelled. All personal property and/or belongs will need to be removed at the conclusion of this agreement. Prior consent from Landlord must be given before the removal of any additions/alterations. A final inspection is required.


15. Upon evasion in any term or condition of this Lease, the owner shall have the right to embark on any or all other remedies allowable by Law.

16. This Lease shall be binding upon, and inure to the benefit of, the parties, their beneficiaries, successors, and assigns.

17. The leaseholder, shall upon prior notification to the lessee, have permission to inspect the property at least twice per year and/or if reason to believe there is damage to said property or a violation of the agreement.

Signed on 23 day of 9 (Month) 2024 (Year)

  
\_\_\_\_\_  
Tenant

  
\_\_\_\_\_  
Landlord (TC&S LLC)

13. The lessee shall not sublet or allocate neither property nor consent to any other person or business to use or occupy the property without the earlier written approval of the Landlord, which permission may not be unduly withdrawn.

14. At the end of the period of this Lease, the lessee shall give in and deliver up the property in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, realistic wear and tear excepted. All personal property and/or belongings will need to be removed at the conclusion of this agreement. Prior consent from Landlord must be given before the removal of any additional/alterations. A final inspection is required.

15. Upon evasion in any term or condition of this Lease, the owner shall have the right to embark on any or all other remedies allowable by Law.

16. This Lease shall be binding upon, and inure to the benefit of, the parties, their beneficiaries, successors, and assigns.

17. The leaseholder, shall upon prior notification to the lessee, have permission to inspect the property at least twice per year and/or if reason to believe there is damage to said property or a violation of the agreement.

Signed on 23 day of 9 (Month) 2024 (Year)

Landlord (TC&S LLC)

# Commercial Lease Agreement

This Lease agreement is made on this 23rd day of September (Month), 2024 (Year) by and between TC&S, LLC (hereinafter "Landlord")

AND

TIGHT CUTS BARBER & BEAUTY (hereinafter "Tenant").

In consideration for the shared promises and agreements contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Landlord leases to the Tenant, and the Tenant rents from the Landlord the following stated property: 1308 BELLEVUE, NE 68110

2. The tenure of the Lease shall be for 60 MONTHS beginning 10/1/2024 and ending 9/30/2030

3. The Tenant shall pay to Landlord as rent \$7200 per year in equal monthly installments of \$600 payable in advance MONTHLY (Time Period). Rental payment is due on the 1<sup>st</sup> of the month and considered late after the 3<sup>rd</sup>. A late fee of \$50 will be assessed if payment is received after the 3<sup>rd</sup>. A security deposit in the amount of N/A is due upon execution of this agreement.

4. Termination of lease agreement: The leaseholder is responsible for the entirety of the lease. A sixty day (60) written notice is required prior to the end of existing lease. If terminated early, the leaseholder is responsible for the remaining months/payments under the agreement.

5. Tenant shall always use and inhabit the building only as a storage for decorations company, (Tenant Rental Status) subject to the approval of the Landlord.

6. The Tenant shall not make any amendments, additions, or improvements to the building without the prior written permission of the Landlord.

7. The property-owner, at his/her own cost, shall equip the following utilities or facilities for the benefit of the occupant. However, the tenant shall share in the cost, as outlined below:

Pay N/A per month towards the cost of the monthly utilities for the rental space.

8. The leaseholder, at his/her own cost, shall provide the following:

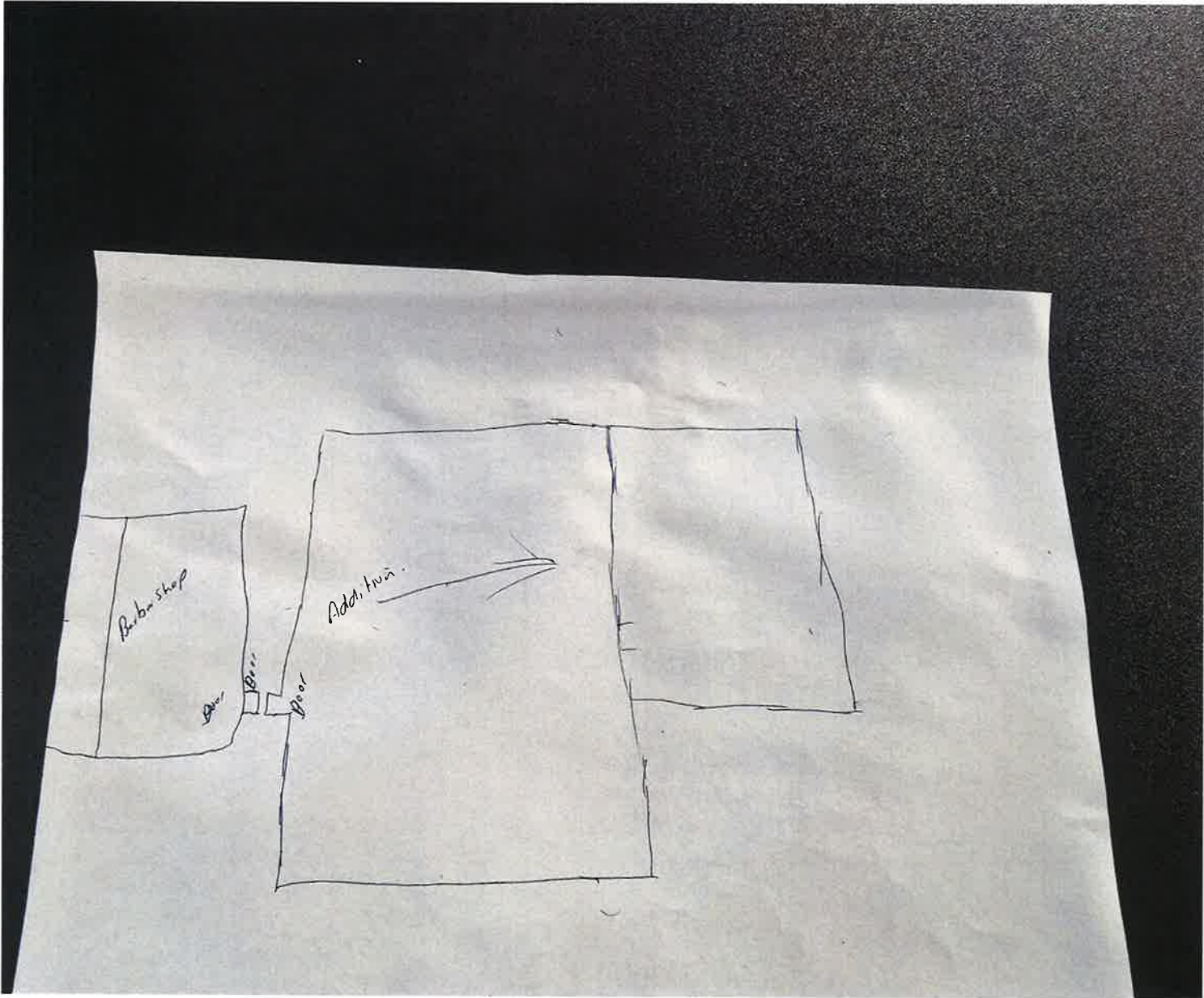
SIGNAGE, FURNITURE AND MATERIALS NEEDED FOR DAY TO DAY OPERATION OF BUSINESS.

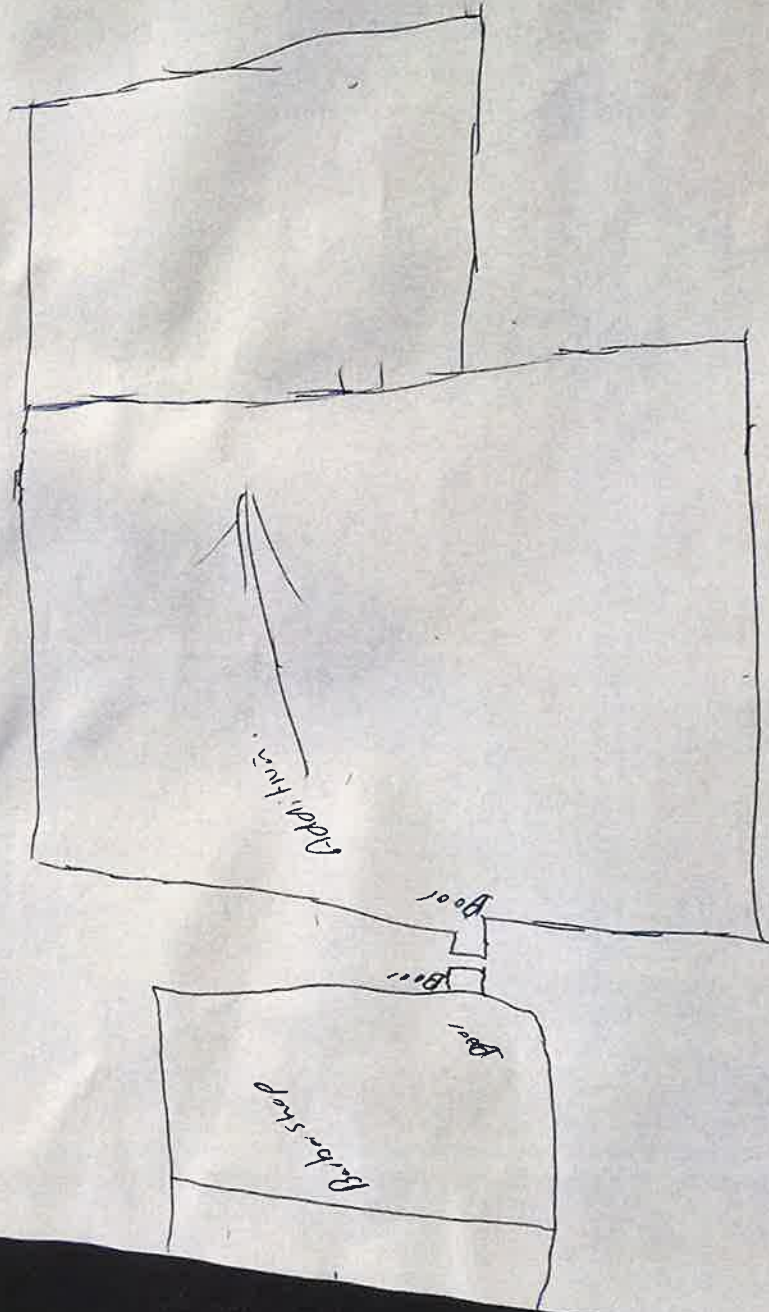
9. The leaseholder shall purchase at his/her own cost public liability/renter's insurance in the amount of \_\_\_\_\_ as well as fire and exposure insurance in the amount of \_\_\_\_\_ for the property and shall provide satisfactory proof thereof to the property-owner and shall continue same in force and effect throughout the Lease period hereof.

10. The leaseholder shall not let or commit waste to the property.

11. The leaseholder shall meet the terms, policies, order codes and laws of all governmental establishments having authority over the property.

12. The Tenant shall not allow or engage in any activity that will affect an increase in the rate of insurance for the building in which the property is not contained. Nor shall the leaseholder allow or commit any annoyance thereon. They shall be responsible for the actions of all customers.





**CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET**

16b.  
12/3/2024

COUNCIL MEETING DATE: 12/3/2024		SUBMITTED BY: City Clerk	
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:**

Application for addition to current Class "D" Liquor License for Bryan with A Y Industries LLC dba "Liquor Cabinet" at 1003 Galvin Road South.

**SYNOPSIS/BACKGROUND:**

Application for addition to current Liquor License for Bryan with A Y Industries LLC dba "Liquor Cabinet" at 1003 Galvin Road South. Applications are turned directly into the Nebraska Liquor Control Commission (NLCC) by the applicant. The NLCC forwards to application to the City Clerk's office of the local governing body. City Clerk sends the application to the Police Department for review. The application is then submitted to City Council for review and recommendation to the NLCC. The recommendation from the City Council is then sent to the NLCC.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

Recommend approval of an addition to the current Class "D" Liquor License for Bryan with A Y Industries LLC dba "Liquor Cabinet" at 1003 Galvin Road South.

**ATTACHMENTS:**

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

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_



**NOTICE OF PUBLIC HEARING ON APPLICATION  
FOR ADDITION TO LICENSED AREA TO CURRENT LIQUOR  
LICENSE**

Notice is hereby given that Bryan with a Y Industries LLC dba "Liquor Cabinet" has filed an application for addition to licensed area at 1003 Galvin Road S., Bellevue, Nebraska.

A public hearing on the application will be held at the City Council meeting on December 3, 2024, at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

Susan Kluthe  
City Clerk

APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: December 3, 2024 Due to City Clerk: November 20, 2024

Applicant: Bryan with A Y Industries dba "Liquor Cabinet"

Location/Address: 512 Galvin Road South

Requested Action:

Recommend approval of an addition to licensed area on current Class "D" Liquor License for Bryan with A Y Industries dba "Liquor Cabinet" located at 1003 Galvin Road South.

There is no need for a background check on individual. Just note if you have any concerns with the addition.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	_____	_____
2.	_____	_____

Comments:

*No comments or concerns from Police.*

Signature of Reviewer: Cpt. K. Stalder #171

Date: 11-12-24



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Application Copy

File Number: 49124

AMENDMENT TYPE

Addition to Licensed Area

APPLICATION DATE RECEIVED

2024-10-24

PREMISES TYPE

Liquor/Package Store

PREMISES NAME

LIQUOR CABINET

OPERATOR

BRYAN WITH A Y INDUSTRIES  
LLC

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2026-03-31

PHYSICAL ADDRESS

1003 Galvin Rd. S  
Bellelevue, NE 68005

MAILING ADDRESS

1007 GALVIN RD S  
BELLEVUE, NE 68005-3056

CONTACT NAME

ZABAWA, BRYAN D

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 669-0784

ALTERNATE PHONE

FAX

EMAIL

BDZABAWA@GMAIL.COM

PREMISES MANAGER

BRYAN D ZABAWA

PREMISES MANAGER EMAIL

BDZABAWA@GMAIL.COM

## QUESTIONS

### **Class D Beer, Wine, Spirits Off S**

1. Current Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) \*Not square feet\*

(L82'1", W23'8")

2. New Building Dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) \*Not square feet\*

Main Space (L43'4", W27'9")

Back Room (11'8", W12")

3. What is being added, deleted or changed? Explain the type of addition/deletion/reconstruction, i.e. beer garden, adding to the building, storage area being removed. Fencing is required for outdoor areas.

The addition is the space that I currently lease 1003 Galvin Rd. S. next door to our current retail space 1007 Galvin Rd. S. The property manager has approved constructing a doorway between the two spaces, which is written in the contract.

4. Is there an outdoor area?

\*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

No

5. Will a basement be used for alcoholic storage or sale?

No

6. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

One floor.

7. Would the premises to be licensed be within 150 feet of a church, school, hospital, home for indigent persons or veterans, their wives and children?

No

8. Would the premises to be licensed be within 300 feet of a college campus or university?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	1003 Contract Pg. 1.pdf	Pg 1
Lease / Deed / Purchase Agreement	1003 Contract Pg. 2.pdf	Pg 2
Lease / Deed / Purchase Agreement	1003 Contract Pg. 3.pdf	Pg 3
Lease / Deed / Purchase Agreement	1003 Contract Pg. 4.pdf	Pg 4
Lease / Deed / Purchase Agreement	1003 Contract Pg. 5.pdf	Pg 5
Lease / Deed / Purchase Agreement	1003 Contract Pg. 6.pdf	Pg 6
Lease / Deed / Purchase Agreement	1003 Contract Pg. 7.pdf	Pg 7
Lease / Deed / Purchase Agreement	1003 Contract Pg. 8.pdf	Pg 8
Lease / Deed / Purchase Agreement	1003 Contract Pg. 9.pdf	Pg 9
Lease / Deed / Purchase Agreement	1003 Contract Pg. 10.pdf	Pg 10
Lease / Deed / Purchase Agreement	1003 Contract Pg. 11.pdf	Pg 11
Premises Description & Diagram	Floor Plan 1003.pdf	Floor Plan

APPLICANT

Bryan Zabawa

DECLARATION

I (We) the applicant(s) agree and consent

I declare under penalty of perjury that I have read the contents of this amendment application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.



## Additional Information Requested

File Number: 49124

AMENDMENT TYPE

APPLICATION DATE RECEIVED

Addition to Licensed Area

2024-11-04

### ADDITIONAL INFORMATION REQUESTED

You will need to correct the lease. It states that the use of the premises is exclusively for an office or storage and nothing else. Please correct and have the landlord sign off on the correction. Then resubmit the lease using this one time link. If you have any questions please contact me. Hannah Yates 402.471.2735 or [hannah.yates@nebraska.gov](mailto:hannah.yates@nebraska.gov)

### ADDITIONAL INFORMATION PROVIDED

The attached amendment specifies that the premises at 1003 Galvin Rd. S in Bellevue, NE can now be utilized for the purposes of a retail liquor store, storage, and office space. This amendment replaces the previous page 1 of the Lease Agreement. Thank you.

### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	1003 Contract Pg. 1.pdf	Pg 1
Lease / Deed / Purchase Agreement	1003 Contract Pg. 2.pdf	Pg 2
Lease / Deed / Purchase Agreement	1003 Contract Pg. 3.pdf	Pg 3
Lease / Deed / Purchase Agreement	1003 Contract Pg. 4.pdf	Pg 4
Lease / Deed / Purchase Agreement	1003 Contract Pg. 5.pdf	Pg 5
Lease / Deed / Purchase Agreement	1003 Contract Pg. 6.pdf	Pg 6
Lease / Deed / Purchase	1003 Contract Pg. 7.pdf	Pg 7

**Agreement**

**Lease / Deed / Purchase Agreement**

**1003 Contract Pg. 8.pdf**

**Pg 8**

**Lease / Deed / Purchase Agreement**

**1003 Contract Pg. 9.pdf**

**Pg 9**

**Lease / Deed / Purchase Agreement**

**1003 Contract Pg. 10.pdf**

**Pg 10**

**Lease / Deed / Purchase Agreement**

**1003 Contract Pg. 11.pdf**

**Pg 11**

**Premises Description & Diagram**

**Floor Plan 1003.pdf**

**Floor Plan**

**APPLICANT**

**Bryan Zabawa**

**AMENDMENT TO LEASE AGREEMENT**

**THIS AMENDMENT TO LEASE AGREEMENT** (this "Amendment") is entered into as of the 28th day of October, 2024 (the "Effective Date") by and between FREEMAN CO., INC., a Nebraska Corporation ("Landlord") and BRYAN WITH A Y INDUSTRIES, L.L.C. (Bryan Zabawa) dba THE LIQUOR CABINET ("Tenant") (collectively the "Parties").

**WHEREAS**, Landlord and Tenant are parties to that certain Lease dated June 9, 2023, and may have been amended from time to time (the "Lease"), for approximately 1,144 rentable square feet of the space (the "Premises") at the property located at 1003 Galvin Road South, Bellevue, NE 68005 (the "property").


**WHEREAS**, the current term of the Lease is set to expire on March 31, 2026.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Use of Premises:** The Premises are leased to Tenant, and are to be used by Tenant, for the purpose of retail liquor store, storage, office and for no other purpose. Tenant agrees to use the Premises in such manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulation in connection with its use of the Premises, including without limitation all environmental laws, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.
2. **ENTIRE AGREEMENT:** This Amendment sets forth the entire agreement between the Landlord and Tenant with respect to the matters set forth herein. There have been no additional verbal or written representations or agreements. As amended herein, the Lease shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed on the day and year first above written.

**LANDLORD:**

  
FREEMAN CO., INC.

BY: Susan Dennis, President

**TENANT:**

  
BRYAN WITH A Y INDUSTRIES, L.L.C.

BY: Bryan Zabawa, Owner

Total Sq Ft = 1351.6

Front  
Door

Main Floor

L = 43' 4"

W = 27' 9"

Bathroom



Back Room

L = 11' 8"

W = 12

Outside  
Not included  
on Addendum

**FREEMAN COMPANY BUSINESS PROPERTY LEASE**

THIS LEASE is entered into this 9<sup>th</sup> day of June, 2023, between Freeman Co., Inc., Landlord, and Bryan With A Y Industries, L.L.C. (Bryan Zabawa) dba The Liquor Cabinet, Tenant.

1. **PREMISES.** Landlord leases to Tenant the real property located at 1003 Galvin Road South, Bellevue, Nebraska, (the "Premises"), containing approximately 1,144 square feet, on the following terms and conditions.

2. **TERM.** This Lease shall be for a term of 34 months, beginning on the 1st day of July, 2023, and ending on the 31st day of March, 2026, unless terminated as provided in this Lease.

3. **USE OF PREMISES.** The Premises are leased to Tenant, and are to be used by Tenant, for the purpose of office and storage and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

4. **RENT.**

(a) **Base Rent.** The total Base Rent under this Lease is Twenty six thousand eight hundred fifty dollars and 00/100---- (26,850.00). (34 Months)

Tenant agrees to pay rent to Landlord at 1021 Galvin Road South, Bellevue, Nebraska, or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows:

For the period from:

July 1, 2023 to December 31, 2023 Monthly Rent \$750.00

January 1, 2024 to December 31, 2024 Monthly Rent \$800.00

January 1, 2025 to March 31, 2026 Monthly Rent \$850.00

(b) **Operating Expenses.** None

(c) **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(d) **Late Charge.** In the event Tenant fails to make and Rent or Additional Rent payment within five (5) days of its due date, Tenant shall pay Landlord a late charge of five (5%) of the amount due per month in addition to Rent as Additional Rent. Failure to pay late charge shall be deemed to be a failure to pay the Rent and shall entitle Landlord to exercise all remedies and recourses available to it under the Lease and under applicable law, or otherwise, for nonpayment of Rent. A service charge in the amount of \$25.00 will be due and payable on any check tendered by or on behalf of Tenant not paid by the bank when presented, for whatever reason.

(e) **Security Deposit.** [Intentionally Left Blank]

5. **SERVICES.** Landlord shall furnish Exterior Common Area Maintenance including snow removal, lawn care and trash removal to the Premises during normal business hours and at such other times as Landlord may deem necessary or desirable, in the manner customary to the Real Estate. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid by Tenant. Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish, or delay in furnishings, any service when failure to furnish, or delay in furnishing, is occasioned in whole or in part by needful repairs, renewals, or improvements, or by any strike or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employee of fees, incurred at or chargeable to the Premises. Tenant agrees to have all applicable utilities for 1003 Galvin Road South, Bellevue, Nebraska put into Tenant's name upon lease commencement.

6. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises. Landlord shall have the right to assign its interest under this Lease or the rent hereunder.

7. **TENANT'S IMPROVEMENTS.** Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, at Tenant's expense, or any such improvements, additions, or alteration installed or made by Tenant except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal.

8. **REPAIRS:** Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the Premises. Tenant agrees that it will make, at its own cost and expense, all repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, window, plate glass, and the water heater, and heating, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all the redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate. Tenant agrees that it will maintain the HVAC system under a semi-annual maintenance contract with a certified HVAC contractor at Tenant's sole cost and expense and provide Landlord with a copy of the maintenance contract and inspection reports. Tenant shall verify said maintenance by forwarding a

copy of the completed work order to Landlord upon request. Tenant shall be responsible for all repairs to the HVAC system. Landlord replaces HVAC only with proof of service and maintenance contract.

**9. CONDITION OF PREMISES.** Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of the Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted. Landlord to insure HVAC systems are in good working condition prior to occupancy. Landlord warrants that the plumbing, and electrical systems are in good working order at the time of delivery.

**10. PERSONAL PROPERTY AT RISK OF TENANT.** All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

**11. LANDLORD'S RESERVED RIGHTS.** Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for set off or abatement of rent, Landlord shall have the right to:

- a) Change the name or street address of the Real Estate.
- b) Install and maintain signs on the Real Estate.
- c) At reasonable times, to decorate, and make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or ally, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operations of entrances, doors, corridors, elevators, or other facilities to do so.
- d) Possess passkeys to the Premises.
- e) Show the premises to prospective tenants at reasonable times.
- f) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.
- g) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.
- h) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Real Estate and to make modifications thereto.

**12. INSURANCE.** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the

taken, from the date of possession, and the rent shall be paid to date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or any other estate or interest in the Premises now or hereafter vested in Tenant.

**17. DEFAULT OR BREACH.** Each of the following events shall constitute a default or breach of this Lease by Tenant:

- a) If Tenant fail to pay Landlord any rent or other payments when due hereunder;
- b) If Tenant vacates or abandons the Premises;
- c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise, or makes an assignment for the benefit of creditors;
- d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against the Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointments; or
- e) If Tenant fails to perform or comply with any other term or condition of this lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

**18. EFFECT OF DEFAULT.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

- a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or a place selected by Landlord, at the risk and expense of Tenant.
- b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damage proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated which sum shall be immediately due Landlord from Tenant.
- c) Landlord may relet the Premises or any part thereof for any term without terminating this Lease, as such rent and on such terms as it may, choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due the Landlord will be reduced by the new rent received by

risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purpose. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Real Estate on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies: provided that this waiver shall apply only when permitted by the applicable policy of insurance.

13. **INDEMNITY.** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all cost, expenses, liabilities, losses, damage, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of negligence of Landlord, its employees, or agents.

14. **LIABILITY INSURANCE.** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to the Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name Landlord and Landlord's managing agent as additional Insured and shall provide coverage in a combined single limit per occurrence of at least \$1,000,000.00 for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Real Estate by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days' notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the term and provision thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

15. **DAMAGE BY FIRE OR OTHER CASUALTY.** If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify the Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.

16. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so

Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under the sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

19. **SURRENDER-HOLDING OVER.** Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month subject to all terms, conditions, and agreements of this Lease, except that the rent shall be two times the monthly rent specified in the lease immediately before termination.

20. **SUBORDINATION AND ATTORNMENT.** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect of this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed in acknowledgement by the purchaser of the validity of any than existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchase may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

21. **NOTICES.** Any notice or demands given hereunder shall be in writing and personally delivered or sent by first class mail postage prepaid to Landlord at 1021 Galvin Road. S., Bellevue, NE 68005, and also to Tenant at 1003 Galvin Rd. S., Bellevue, NE 68005 or at such other address as either party may from time to time designate in writing. Each such notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

22. **COMPLIANCE WITH ADA.** Tenant shall be responsible for all costs of complying with the American with Disabilities Act (ADA) and all similar laws and regulations within the Premises, including the removal of barriers which do not necessitate the removal of modification of load-bearing walls.

23. **SUBSTITUTION OF OTHER PREMISES.** Landlord may upon thirty (30) days' notice to Tenant substitute for the Premises other premises in the Real Estate (the "New Premises"), provided that the New Premises shall be reasonable usable for Tenant's business hereunder; and, if Tenant is already in occupancy of the Premises, then in addition Landlord shall pay the reasonable expenses of moving

State of NEBRASKA  
Washington  
County of Sarpy

The undersigned hereby absolutely, unconditionally and personally guarantees unto the Landlord the payment of rent and the performance of all the covenants under the Lease and all renewals and extensions thereof by the Tenant and hereby is notice of any default under the Lease and agrees that this liability shall not be released or affected by and extension of time for payment, by and forbearance by the Landlord, or by any assignment or modification of this lease.

DATED this 14<sup>th</sup> day of June, 2023.

BY: Bryan Zabawa

PLEASE PRINT

Bryan Zabawa  
Name

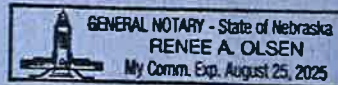
1178 Bridgeview Dr.  
Address

Blair, NE 68008  
City, State, Zip

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 9 day of June, 2023  
by Renee A. Olsen.

Renee A Olsen  
Notary Public




## RULES AND REGULATIONS

- A. The entrances, corridors, passages, stairways and elevators shall be under the exclusive control of the Landlord and shall not be obstructed, or used by the Tenant for any other purpose than ingress and egress to and from the Premises; and the Landlord shall have the right to control ingress and egress to and from the Building at all times.
- B. Safes, furniture, boxes or other bulky articles shall be carried by the freight elevator, or by the stairways, or through the windows of the Building, in such a manner and at such hours as may be directed by the Landlord. Safes and other heavy articles shall be placed by the Tenant in such places only as may be first specified in writing by the Landlord.
- C. The Tenant, shall not place nor permit to be placed any signs, advertisements or notices in or upon any part of the Building, and shall not place merchandise or show-cases in front of the Building, without the Landlord's written consent.
- D. The Tenant shall not put up nor operate any engine, boiler, dynamo or machinery of any kind, nor carry on any mechanical business in said Premises nor place any explosive therein, nor use any kerosene or oils or burning fluids in the Premises without first obtaining written consent of the Landlord.
- E. If the Tenant desires telegraphic or telephonic connections, the Landlord will direct the electricians as to where and how the wires are to be introduced, and without such written directions, no boring or cutting for wires will be permitted.
- F. No person or persons shall be employed by the Tenant for the purpose of cleaning or of taking care of the Premises without written consent of the Landlord. Any person or persons so employed by the Tenant must be subject to and under the control and direction of the Landlord.
- G. The Landlord shall have the right to exclude or eject from the Building, animals of every kind, except guide dogs, bicycles or any other wheeled vehicle except wheelchairs, and all canvassers and other persons who conduct themselves in such a manner as to be, in the judgement of the Landlord, an annoyance to the tenants or a detriment to the Building.
- H. No additional locks shall be placed upon any doors of the Premises without first obtaining written consent of the Landlord and the Tenant will not permit any duplicate keys to be made. If more than two keys for any door are desired, the additional number shall be paid for by the Tenant. Upon termination of this lease the Tenant shall surrender all keys of said Premises and of the Building, and shall give to the Landlord the combination of all locks on any vaults and safes.
- I. The Tenant shall not allow any curtains, filing cases or other articles to be placed against or near the glass in the partitions between the Premises and the corridors of the Building, without first obtaining the written consent of the Landlord.
- J. The Landlord shall have the right to make such other and further rules and regulations as, in the judgement of the Landlord, may from time to time be needed for the safety, care and cleanliness and general appearance of the Premises and for the preservation of good order therein.
- K. Smoking is prohibited in all areas of the Building, including the Premises.

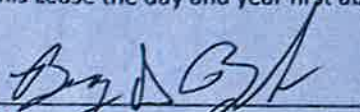
Until this Lease is executed on behalf of all parties, it shall be construed as an offer to lease by Tenant to Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

X   
FREEMAN CO., INC. LANDLORD

BY: Susan Dennis

TITLE: President

X   
BRYAN WITH A Y INDUSTRIES, L.L.C.

BY: Bryan Zabawa

TITLE: Owner

PERSONAL GUARANTEE

Tenant from the Premises to the New Premises and for improving the New Premises so they are substantially similar to the Premises.

**24. MISCELLANEOUS.**

- a) **Binding on Assigns.** All term, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.
- b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.
- c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreement of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach of default of any of such terms, conditions and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.
- d) **No Surrender.** No surrender of the Premises by Tenant shall be affected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes as surrender.
- e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.
- f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.
- g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.
- h) **Signage.** Tenant shall be allowed its' prorata share of signage on the monument sign at the Property and signage on the windows of the Premises, The cost and installation of such signage shall be at Tenant's expense. All signage is subject to written approval by Landlord and the City of Bellevue.

**25. BROKERS.** [Intentionally left blank]

**26. OTHER PROVISIONS.**

Any additional provisions of the Lease shall be in writing and attached as an addendum hereto.

**ADDENDUM**

1. DOOR BETWEEN 1003 and 1007 Galvin Rd. S. Bellevue, NE 68005

Tenant to provide Landlord with estimates of adding doorway.

Landlord will pay 1/2 of door expense not to exceed \$2,000.00

Landlord will pay Contractor directly not to exceed \$2,000.00

Door to be completed late 2023 or early 2024 if tenant still desires to have doorway.

Tenant agrees to remove doorway and make repairs to original condition at the end of lease or lease extensions.

Tenant: Bryan with A Y Industries, L.L.C.  
Dba The Liquor Cabinet

BY: Bryan Zabawa, Owner

  
\_\_\_\_\_  
Signature

6-9-2023  
Date

**CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET**

**18a.  
12/3/2024**

COUNCIL MEETING DATE: 11/05/2024		SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

**SUBJECT:**

**Ordinance No. 4169 to Amend Chapter 19 of the Bellevue Municipal Code by Adding a new Article IX, Sections 19-108 to 19-120 Regarding Vacant Property Registration and to Provide an Effective Date**

**SYNOPSIS/BACKGROUND:**

Vacant commercial and residential buildings contribute to blight, discourage economic development, hinder appreciation of property values, endanger public health and safety, attract criminal activity, and create fire hazards. It is the responsibility of property owners to prevent vacant properties from becoming a burden to the neighborhood and community and a threat to the public health, safety and welfare. Maintenance of the public health, safety, and welfare thus requires the City to maintain an accurate registration of all vacant properties. This vacant property registration ordinance places a duty on the owner of vacant properties to assist the City in preventing a public nuisance. Any fees imposed under a vacant property registration ordinance have the potential to benefit the owners of vacant properties by helping to finance additional government services to protect the value and security of such properties.

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 Ordinance No. 4169 and authorize Mayor to Sign.**

**ATTACHMENTS:**

- |   |  |                         |
|---|--|-------------------------|
| 1. <input type="text" value="Ordinance 4169- Redline"/> | 2. <input type="text" value="Ordinance 4169 -Clean Copy"/> | 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]*

**ORDINANCE NO. 4169**

AN ORDINANCE TO AMEND CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW ARTICLE IX, SECTIONS 19-108 TO 19-120 TO REQUIRE THE REGISTRATION OF VACANT PROPERTIES; PROVIDE REGISTRATION FEES; PROVIDE PENALTIES FOR FAILING TO REGISTER VACANT PROPERTIES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

**Section 1.** That Chapter 19, Article 9, Section 19-108 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-108 REGISTRATION OF VACANT PROPERTIES: PURPOSE.**

Recognizing that vacant commercial and residential buildings (hereinafter referred to as "vacant properties") contribute to blight, discourage economic development, hinder appreciation of property values, endanger public health and safety, attract criminal activity, create fire hazards and otherwise diminish quality of life. It is the responsibility of property owners to prevent vacant properties from becoming a burden to the neighborhood and community and a threat to the public health, safety and welfare. Maintenance of the public health, safety, and welfare thus requires the City to maintain an accurate registration of all vacant properties. Any fees imposed under a vacant property registration ordinance have the potential to benefit the owners of vacant properties by helping to finance additional government services to protect the value and security of such properties. That enactment of a vacant property registration ordinance is a proper exercise of the City of Bellevue's authority to protect the public health, safety and welfare of community residents.

**Section 2.** That Chapter 19, Article 9, Section 19-109 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-109 REGISTRATION OF VACANT PROPERTIES: PUBLIC NUISANCE.**

Vacant properties shall constitute a public nuisance. The City of Bellevue is given the power and authority pursuant to Nebraska Revised Statute § 18-1720 to define, regulate, suppress and prevent such nuisances. A vacant property registration ordinance places a duty on the owner of vacant properties to assist the City in preventing public nuisance. The City Clerk shall be the program administrator for the vacant properties registration list and said registration applies to any and all vacant properties within the City limits.

**Section 3.** That Chapter 19, Article 9, Section 19-110 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-110 REGISTRATION OF VACANT PROPERTIES: DUTIES OF OWNER.**

All owners of vacant property subject to a vacant property registration ordinance, adopted pursuant to Nebraska Revised Statute § 19-5406, shall be required to register such property with the City Clerk.

**Section 4.** That Chapter 19, Article 9, Section 19-111 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-111 REGISTRATION OF VACANT PROPERTIES: VACANT PROPERTY REGISTRATION.**

The owner of a vacant property must register said property with the City Clerk within thirty (30) calendar days of written notice provided to the owner or the owner's resident agent of the existence of the vacant property. Such notice shall be served on the owner or resident agent by personal service or by certified mail, return receipt requested. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the City and by conspicuously posting the notice on the commercial building or residential building which is vacant. A copy of the notice under this section shall be recorded by the County Clerk, or his or her designee, in the records of the Register of Deeds for Sarpy County, Nebraska and indexed against the premises.

For purposes of this Section, evidence of vacancy means any condition or circumstance that on its own or in combination with other conditions or circumstances would lead a reasonable person to believe that a residential building or commercial building is vacant. Such conditions or circumstances may include, but are not limited to, the following:

- (a) Overgrown or dead vegetation, including grass, shrubbery, and other plantings;
- (b) An accumulation of abandoned personal property, trash or other waste;
- (c) Visible deterioration or lack of maintenance of any building or structure on the property;
- (d) Graffiti or other defacement of any building or structure on the property; or
- (e) Any other condition or circumstance reasonably indicating that the property is not occupied for residential purposes or being used for the operation of a lawful business.

For purposes of this section, a vacant property shall not be used for storage unless specifically allowed pursuant to the City of Bellevue Zoning Ordinance.

**Section 5.** That Chapter 19, Article 9, Section 19-112 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-112 REGISTRATION OF VACANT PROPERTIES: DEFINITIONS.**

For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them:

*Vacant* means the property has been vacant for 180 days or longer and during such time, has continuously exhibited evidence of vacancy as described in Section 4.

*Owner of vacant property* means the person or persons shown to be the owner or owners of record on the records of the register of deeds.

*Commercial building* means a building with more than twenty-five (25%) percent of its floor space used for commercial activity. For the purposes of this section, floor space shall be designated as the area on the main or street level of the building. For purposes of this section, commercial activity means having the objective of supplying commodities (goods and services), industrial uses, industrial manufacturing, and ancillary business functions.

*Residential building* means a housing structure or other framework, together with such land on which the dwelling and appurtenant buildings are located, that is used or intended to support occupancy of one or more persons for non-business purposes. This includes but is not limited to the following: a house, a condominium, a townhouse, an apartment unit or building, or a trailer house.

**Section 6.** That Chapter 19, Article 9, Section 19-113 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-113 REGISTRATION OF VACANT PROPERTIES: EXEMPTIONS.**

The vacant property registration ordinance provides the following exemptions to the vacant property registration and fee requirements, including, but not limited to, the following:

- (a) Property only considered to be a seasonal residence; and the property is in compliance with all current City of Bellevue codes.
- (b) Property of an owner who is temporarily absent, but who has demonstrated his or her intent to return; and the property is in compliance with all current City of Bellevue codes.
- (c) Property that is scheduled for demolition and has a valid demo permit issued by the City of Bellevue.
- (d) Property under construction or renovation pursuant to a valid building permit issued by the City of Bellevue.
- (e) Property subject to divorce, probate or estate proceedings; and the property is in compliance with all current City of Bellevue codes.

- (f) Property that is "for sale," "for rent," or "for lease" and where the owner can produce sufficient good faith evidence of active marketing of sale, rent or lease; and the property is in compliance with all current City of Bellevue codes.
- (g) Property owned by the federal government, the State of Nebraska, the City of Bellevue or any other political subdivision.
- (h) Property subject to damage by fire or an act of god.

**Section 7.** That Chapter 19, Article 9, Section 19-114 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-114 REGISTRATION OF VACANT PROPERTIES: REGISTRATION FORMS.**

The required vacant property registration shall be submitted on the form provided by the City of Bellevue. The form shall include, but not be limited to the following: the name, current mailing address, telephone number and facsimile (if applicable) and email address of the property owner and his or her agent; the street address and parcel identification number of the vacant property; the transfer date of the instrument conveying the property to the owner; the date on which the property became vacant; and such other information deemed necessary by the City. The form shall also include the period of time the vacant property is expected to remain vacant, and a plan and timetable for performance of one or more of the following:

- (a) Returning the vacant property to the appropriate occupancy or use;
- (b) Marketing the property for sale or lease;
- (c) Making any necessary repairs; or
- (d) Demolition of the property.

All applicable laws and codes shall be complied with by the owner. The owner shall notify the City of any changes in information supplied as part of the vacant property registration within thirty (30) calendar days of the change.

If the owner of the vacant property does not reside in Sarpy County for at least one hundred eighty (180) days in a calendar year, then the owner must provide information for a resident agent with authority to act with respect to the property, including the name, current mailing address, phone number, and any other contact information of the owner's agent. Any subsequent owner of a vacant property must register or re-register the building with the City within thirty (30) calendar days of any transfer of any ownership interest in the vacant property. The new owner(s) shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted by the new owner and meet the approval of the City.

An owner who acquires a vacant property for which a registration fee has already been paid for a particular period is not liable for an additional registration fee for that period; however, the new owner must register the change of ownership with the City.

**Section 8.** That Chapter 19, Article 9, Section 19-115 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-115 REGISTRATION OF VACANT PROPERTIES: VACANT PROPERTY FEES.**

*Residential Property:* There is no fee for initial registration of vacant residential property.

If the owner fails to remedy the vacant property and successfully have it removed from the vacant property registration list within 180 days from the initial registration date, or within 180 days from the initial registration date deadline if the owner fails to register the property, then the owner of a vacant residential property shall be assessed a fee of \$250.00, payable to the City of Bellevue.

In addition, a supplemental fee of \$500.00 will be assessed to the owner of the vacant property for every 180-day period thereafter, until the vacant property is removed from the registration list.

*Commercial Property:* There is no fee for initial registration of vacant commercial property.

If the owner fails to remedy the vacant property and successfully have it removed from the vacant property registration list within 180 days from the initial registration date, or within 180 days from the initial registration date deadline if the owner fails to register the property, then the owner of a vacant commercial property shall be assessed a fee of \$500.00, payable to the City of Bellevue. In addition, a supplemental fee of \$1,000.00 will be assessed to the owner of the vacant property for every 180-day period thereafter, until the vacant property is removed from the registration list.

Registration fees may be refundable for the **fiscal** year preceding the date on which the property is no longer vacant.

Unpaid registration fees shall become a lien on the premises, as well as a liability of the responsible party. Additionally, the City Attorney may institute appropriate action against the owner for the recovery of such costs.

**Section 9.** That Chapter 19, Article 9, Section 19-116 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-116 REGISTRATION OF VACANT PROPERTIES: PENALTIES.**

Any person upon whom a duty is placed by the provisions of this ordinance who shall fail, neglect, or refuse to perform such duty, or who shall violate a provision of this ordinance shall be deemed guilty of an infraction and upon conviction thereof shall be fined in any sum not to exceed five hundred dollars (\$500.00), except that each person so convicted shall be fined in a sum of not less than two hundred dollars (\$200.00) for the first offense, not less than three hundred dollars (\$300.00) for the second offense, and not less than four hundred dollars (\$400.00) for the third offense and each offense thereafter. The penalty herein provided shall be cumulative with and in addition to the revocation, cancellation, or forfeiture of any license, permit, or right elsewhere

provided for or as provided by law. Each day that a violation of this ordinance continues shall constitute a separate and distinct offense and shall be punishable as such.

Any and all civil penalties assessed under this ordinance shall be billed to the owner or other responsible party. Failure or refusal to pay any and all such penalties permits the City of Bellevue to pursue any and all available legal remedies for the enforcement and collection of such penalties; including, but not limited to, civil actions being filed in district court, suits or actions being maintained in any court of competent jurisdiction, abatement of nuisances maintained in violation of this ordinance, institution of injunction, mandamus, or other appropriate action or proceedings to enforce the penalty provisions of this ordinance. This ordinance in no way limits the penalties, actions or abatement procedures which may be taken by the City of Bellevue for a violation of any other ordinance of the City of Bellevue or statute of the State of Nebraska.

**Section 10.** That Chapter 19, Article 9, Section 19-117 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-117 REGISTRATION OF VACANT PROPERTIES: REMOVAL OF PROPERTY FROM REGISTRATION LIST.**

An owner may have his or her vacant property removed from the vacant property registration by providing sufficient notification and evidence to the City Clerk, or his or her designee, that said vacant property no longer meets the definition of vacancy as described in Section 4. The City Administrator, or his or her designee, may then evaluate or inspect the property to determine whether the property should be removed from the registration list.

**Section 11.** That Chapter 19, Article 9, Section 19-118 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-118 REGISTRATION OF VACANT PROPERTIES: APPEAL.**

The required vacant property appeal shall be submitted on the form provided by the City of Bellevue. Upon receiving notice declaring that a building is vacant or remains vacant, the owner of the building may appeal such decision within twenty (20) calendar days of receipt of the notice. Such appeal shall be in writing to the City Clerk accompanied by a non-refundable appeal fee. Such appeal shall request a hearing before the City Council to present reasons why the property should not be declared vacant. The appeal fee shall be set by the City of Bellevue's Master Fee Schedule. The City Clerk shall set such hearing within thirty (30) business days from the date of receipt of the written request.

A written notice of the City Council decision following the hearing shall be sent to the property owner by certified mail or shall be provided at the conclusion of the hearing. If the City Council rejects the appeal, the owner shall have thirty (30) calendar days from the decision to register the vacant building; provided, the **property** owner may appeal such decision, within thirty (30)

calendar days of the City Council decision, to the appropriate court for adjudication during which proceedings the decision of the City Council shall be stayed.

**Section 12.** That Chapter 19, Article 9, Section 19-119 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-119 REGISTRATION OF VACANT PROPERTIES: REPEAL.**

Any other ordinance or section passed and approved prior to passage, approval, and publication or posting of this ordinance and in conflict with its provisions is repealed.

~~**Section 13.** That Chapter 19, Article 9, Section 19-120 of the Bellevue Municipal Code is hereby added and shall read as follows:~~

~~**§ 19-120 VIOLATION; PENALTY.**~~

~~Any person who shall violate or refuse to comply with the enforcement of any of the provisions of this Chapter, set forth at full length herein or incorporated by reference shall be deemed guilty of an offense and upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00) for each offense. A new violation shall be deemed to have been committed every twenty-four (24) hours of such failure to comply.~~

**Section 14.** That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

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

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**ORDINANCE NO. 4169**

AN ORDINANCE TO AMEND CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW ARTICLE IX, SECTIONS 19-108 TO 19-120 TO REQUIRE THE REGISTRATION OF VACANT PROPERTIES; PROVIDE REGISTRATION FEES; PROVIDE PENALTIES FOR FAILING TO REGISTER VACANT PROPERTIES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

**Section 1.** That Chapter 19, Article 9, Section 19-108 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-108 REGISTRATION OF VACANT PROPERTIES: PURPOSE.**

Recognizing that vacant commercial and residential buildings (hereinafter referred to as "vacant properties") contribute to blight, discourage economic development, hinder appreciation of property values, endanger public health and safety, attract criminal activity, create fire hazards and otherwise diminish quality of life. It is the responsibility of property owners to prevent vacant properties from becoming a burden to the neighborhood and community and a threat to the public health, safety and welfare. Maintenance of the public health, safety, and welfare thus requires the City to maintain an accurate registration of all vacant properties. Any fees imposed under a vacant property registration ordinance have the potential to benefit the owners of vacant properties by helping to finance additional government services to protect the value and security of such properties. That enactment of a vacant property registration ordinance is a proper exercise of the City of Bellevue's authority to protect the public health, safety and welfare of community residents.

**Section 2.** That Chapter 19, Article 9, Section 19-109 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-109 REGISTRATION OF VACANT PROPERTIES: PUBLIC NUISANCE.**

Vacant properties shall constitute a public nuisance. The City of Bellevue is given the power and authority pursuant to Nebraska Revised Statute § 18-1720 to define, regulate, suppress and prevent such nuisances. A vacant property registration ordinance places a duty on the owner of vacant properties to assist the City in preventing public nuisance. The City Clerk shall be the program administrator for the vacant properties registration list and said registration applies to any and all vacant properties within the City limits.

**Section 3.** That Chapter 19, Article 9, Section 19-110 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-110 REGISTRATION OF VACANT PROPERTIES: DUTIES OF OWNER.**

All owners of vacant property subject to a vacant property registration ordinance, adopted pursuant to Nebraska Revised Statute § 19-5406, shall be required to register such property with the City Clerk.

**Section 4.** That Chapter 19, Article 9, Section 19-111 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-111 REGISTRATION OF VACANT PROPERTIES: VACANT PROPERTY REGISTRATION.**

The owner of a vacant property must register said property with the City Clerk within thirty (30) calendar days of written notice provided to the owner or the owner's resident agent of the existence of the vacant property. Such notice shall be served on the owner or resident agent by personal service or by certified mail, return receipt requested. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the City and by conspicuously posting the notice on the commercial building or residential building which is vacant. A copy of the notice under this section shall be recorded by the County Clerk, or his or her designee, in the records of the Register of Deeds for Sarpy County, Nebraska and indexed against the premises.

For purposes of this Section, evidence of vacancy means any condition or circumstance that on its own or in combination with other conditions or circumstances would lead a reasonable person to believe that a residential building or commercial building is vacant. Such conditions or circumstances may include, but are not limited to, the following:

- (a) Overgrown or dead vegetation, including grass, shrubbery, and other plantings;
- (b) An accumulation of abandoned personal property, trash or other waste;
- (c) Visible deterioration or lack of maintenance of any building or structure on the property;
- (d) Graffiti or other defacement of any building or structure on the property; or
- (e) Any other condition or circumstance reasonably indicating that the property is not occupied for residential purposes or being used for the operation of a lawful business.

For purposes of this section, a vacant property shall not be used for storage unless specifically allowed pursuant to the City of Bellevue Zoning Ordinance.

**Section 5.** That Chapter 19, Article 9, Section 19-112 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-112 REGISTRATION OF VACANT PROPERTIES: DEFINITIONS.**

For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them:

*Vacant* means the property has been vacant for 180 days or longer and during such time, has continuously exhibited evidence of vacancy as described in Section 4.

*Owner of vacant property* means the person or persons shown to be the owner or owners of record on the records of the register of deeds.

*Commercial building* means a building with more than twenty-five (25%) percent of its floor space used for commercial activity. For the purposes of this section, floor space shall be designated as the area on the main or street level of the building. For purposes of this section, commercial activity means having the objective of supplying commodities (goods and services), industrial uses, industrial manufacturing, and ancillary business functions.

*Residential building* means a housing structure or other framework, together with such land on which the dwelling and appurtenant buildings are located, that is used or intended to support occupancy of one or more persons for non-business purposes. This includes but is not limited to the following: a house, a condominium, a townhouse, an apartment unit or building, or a trailer house.

**Section 6.** That Chapter 19, Article 9, Section 19-113 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-113 REGISTRATION OF VACANT PROPERTIES: EXEMPTIONS.**

The vacant property registration ordinance provides the following exemptions to the vacant property registration and fee requirements, including, but not limited to, the following:

- (a) Property only considered to be a seasonal residence; and the property is in compliance with all current City of Bellevue codes.
- (b) Property of an owner who is temporarily absent, but who has demonstrated his or her intent to return; and the property is in compliance with all current City of Bellevue codes.
- (c) Property that is scheduled for demolition and has a valid demo permit issued by the City of Bellevue.
- (d) Property under construction or renovation pursuant to a valid building permit issued by the City of Bellevue.
- (e) Property subject to divorce, probate or estate proceedings; and the property is in compliance with all current City of Bellevue codes.

- (f) Property that is "for sale," "for rent," or "for lease" and where the owner can produce sufficient good faith evidence of active marketing of sale, rent or lease; and the property is in compliance with all current City of Bellevue codes.
- (g) Property owned by the federal government, the State of Nebraska, the City of Bellevue or any other political subdivision.
- (h) Property subject to damage by fire or an act of god.

**Section 7.** That Chapter 19, Article 9, Section 19-114 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-114 REGISTRATION OF VACANT PROPERTIES: REGISTRATION FORMS.**

The required vacant property registration shall be submitted on the form provided by the City of Bellevue. The form shall include, but not be limited to the following: the name, current mailing address, telephone number and facsimile (if applicable) and email address of the property owner and his or her agent; the street address and parcel identification number of the vacant property; the transfer date of the instrument conveying the property to the owner; the date on which the property became vacant; and such other information deemed necessary by the City. The form shall also include the period of time the vacant property is expected to remain vacant, and a plan and timetable for performance of one or more of the following:

- (a) Returning the vacant property to the appropriate occupancy or use;
- (b) Marketing the property for sale or lease;
- (c) Making any necessary repairs; or
- (d) Demolition of the property.

All applicable laws and codes shall be complied with by the owner. The owner shall notify the City of any changes in information supplied as part of the vacant property registration within thirty (30) calendar days of the change.

If the owner of the vacant property does not reside in Sarpy County for at least one hundred eighty (180) days in a calendar year, then the owner must provide information for a resident agent with authority to act with respect to the property, including the name, current mailing address, phone number, and any other contact information of the owner's agent. Any subsequent owner of a vacant property must register or re-register the building with the City within thirty (30) calendar days of any transfer of any ownership interest in the vacant property. The new owner(s) shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted by the new owner and meet the approval of the City.

An owner who acquires a vacant property for which a registration fee has already been paid for a particular period is not liable for an additional registration fee for that period; however, the new owner must register the change of ownership with the City.

**Section 8.** That Chapter 19, Article 9, Section 19-115 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-115 REGISTRATION OF VACANT PROPERTIES: VACANT PROPERTY FEES.**

*Residential Property:* There is no fee for initial registration of vacant residential property.

If the owner fails to remedy the vacant property and successfully have it removed from the vacant property registration list within 180 days from the initial registration date, or within 180 days from the initial registration date deadline if the owner fails to register the property, then the owner of a vacant residential property shall be assessed a fee of \$250.00, payable to the City of Bellevue.

In addition, a supplemental fee of \$500.00 will be assessed to the owner of the vacant property for every 180-day period thereafter, until the vacant property is removed from the registration list.

*Commercial Property:* There is no fee for initial registration of vacant commercial property.

If the owner fails to remedy the vacant property and successfully have it removed from the vacant property registration list within 180 days from the initial registration date, or within 180 days from the initial registration date deadline if the owner fails to register the property, then the owner of a vacant commercial property shall be assessed a fee of \$500.00, payable to the City of Bellevue. In addition, a supplemental fee of \$1,000.00 will be assessed to the owner of the vacant property for every 180-day period thereafter, until the vacant property is removed from the registration list.

Registration fees may be refundable for the fiscal year preceding the date on which the property is no longer vacant.

Unpaid registration fees shall become a lien on the premises, as well as a liability of the responsible party. Additionally, the City Attorney may institute appropriate action against the owner for the recovery of such costs.

**Section 9.** That Chapter 19, Article 9, Section 19-116 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-116 REGISTRATION OF VACANT PROPERTIES: PENALTIES.**

Any person upon whom a duty is placed by the provisions of this ordinance who shall fail, neglect, or refuse to perform such duty, or who shall violate a provision of this ordinance shall be deemed guilty of an infraction and upon conviction thereof shall be fined in any sum not to exceed five hundred dollars (\$500.00), except that each person so convicted shall be fined in a sum of not less than two hundred dollars (\$200.00) for the first offense, not less than three hundred dollars (\$300.00) for the second offense, and not less than four hundred dollars (\$400.00) for the third offense and each offense thereafter. The penalty herein provided shall be cumulative with and in addition to the revocation, cancellation, or forfeiture of any license, permit, or right elsewhere

provided for or as provided by law. Each day that a violation of this ordinance continues shall constitute a separate and distinct offense and shall be punishable as such.

Any and all civil penalties assessed under this ordinance shall be billed to the owner or other responsible party. Failure or refusal to pay any and all such penalties permits the City of Bellevue to pursue any and all available legal remedies for the enforcement and collection of such penalties; including, but not limited to, civil actions being filed in district court, suits or actions being maintained in any court of competent jurisdiction, abatement of nuisances maintained in violation of this ordinance, institution of injunction, mandamus, or other appropriate action or proceedings to enforce the penalty provisions of this ordinance. This ordinance in no way limits the penalties, actions or abatement procedures which may be taken by the City of Bellevue for a violation of any other ordinance of the City of Bellevue or statute of the State of Nebraska.

**Section 10.** That Chapter 19, Article 9, Section 19-117 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-117 REGISTRATION OF VACANT PROPERTIES: REMOVAL OF PROPERTY FROM REGISTRATION LIST.**

An owner may have his or her vacant property removed from the vacant property registration by providing sufficient notification and evidence to the City Clerk, or his or her designee, that said vacant property no longer meets the definition of vacancy as described in Section 4. The City Administrator, or his or her designee, may then evaluate or inspect the property to determine whether the property should be removed from the registration list.

**Section 11.** That Chapter 19, Article 9, Section 19-118 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-118 REGISTRATION OF VACANT PROPERTIES: APPEAL.**

The required vacant property appeal shall be submitted on the form provided by the City of Bellevue. Upon receiving notice declaring that a building is vacant or remains vacant, the owner of the building may appeal such decision within twenty (20) calendar days of receipt of the notice. Such appeal shall be in writing to the City Clerk accompanied by a non-refundable appeal fee. Such appeal shall request a hearing before the City Council to present reasons why the property should not be declared vacant. The appeal fee shall be set by the City of Bellevue's Master Fee Schedule. The City Clerk shall set such hearing within thirty (30) business days from the date of receipt of the written request.

A written notice of the City Council decision following the hearing shall be sent to the property owner by certified mail or shall be provided at the conclusion of the hearing. If the City Council rejects the appeal, the owner shall have thirty (30) calendar days from the decision to register the vacant building; provided, the property owner may appeal such decision, within thirty (30)

calendar days of the City Council decision, to the appropriate court for adjudication during which proceedings the decision of the City Council shall be stayed.

**Section 12.** That Chapter 19, Article 9, Section 19-119 of the Bellevue Municipal Code is hereby added and shall read as follows:

**§ 19-119 REGISTRATION OF VACANT PROPERTIES: REPEAL.**

Any other ordinance or section passed and approved prior to passage, approval, and publication or posting of this ordinance and in conflict with its provisions is repealed.

**Section 13.** That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

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

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET**

19a.  
12/3/2024

COUNCIL MEETING DATE: December 3, 2024		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, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, from RE-PS and RE to RE-PS and RE with site plan approval, for the purpose of a single family residential development; and small subdivision plat Lots 1 and 2 Perez Addition Replat Two. Applicant: Jonathan Revis. General Location: 10711 Old 36th Street.

**SYNOPSIS/BACKGROUND:**

Jon Carrel, on behalf of TD2 Engineering, has submitted a request for a change of zone (with site plan approval), for the purpose of single family residential development; and small subdivision plat for Lots 1 and 2, Perez Addition Replat Two. The applicant is requesting a change of zone from RE-PS (Residential Estates - Planned Subdivision) and RE (Residential Estates) to RE-PS (Residential Estates - Planned Subdivision) and RE (Residential Estates). The applicant was previously approved for a rezoning, site plan approval, and small subdivision plat to facilitate construction of his home. Since that time the applicant has acquired additional property and desires to relocate the proposed residence. The proposed residence is in an area located in the Air Installation Compatible Use Zone (AICUZ) of Offutt Air Force Base. The property is presently zone RE-PS and RE. Staff recommended the -PS overlay due to the property's location within the AICUZ zone. The Accident Potential Zone II (APZ II) lies within the AICUZ. The proposed residence lies outside the APZ II zone. Preliminary reviews were done with Offutt Air Force Base and they had no issues with the proposed platting as long as the home remains outside the APZ zone. The applicant has shown the proposed building envelope outside of the APZ Zone.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

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

**ATTACHMENTS:**

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4170"/>
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:

*Daniel Willis*  
*[Signature]*  
*[Signature]*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Jonathan Revis  
CASE #'s Z-2410-11, S-2410-17  
CITY COUNCIL HEARING DATE: December 17, 2024

REQUEST: to rezone Lots 1 and 2, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, all located in the Northwest ¼ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RE-PS and RE to RE-PS and RE with site plan approval, for the purpose of single-family residential development; and small subdivision plat Lots 1 and 2, Perez Addition Replat Two.

On November 21, 2024, the City of Bellevue Planning Commission voted seven yes, zero no, one absent and zero abstained:

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

### VOTE:

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

Planning Commission Hearing (s) was held on: November 21, 2024

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT #2

CASE NUMBERS: Z-2410-11  
S-2410-17

FOR HEARING OF:  
REPORT #1: November 21, 2024  
REPORT #2: December 17, 2024

### I. GENERAL INFORMATION

#### A. APPLICANT:

Jonathan Revis  
10711 Old 36<sup>th</sup>  
Bellevue, NE 68123

#### B. PROPERTY OWNERS:

Jonathan Revis  
10711 Old 36<sup>th</sup>  
Bellevue, NE 68123

Tara Cunningham Batley  
14012 Woolworth Circle  
Omaha, NE 68144

#### C. GENERAL LOCATION:

10711 Old 36<sup>th</sup> Street

#### D. LEGAL DESCRIPTION:

Lots 1 and 2, Perez Addition Replat Two, being a replatting of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, all located in the Northwest  $\frac{1}{4}$  of Section 28, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Perez Addition Replat Two, from RE-PS and RE to RE-PS and RE.

2. Small Subdivision Plat Lots 1 and 2, Perez Addition Replat Two.

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

RE-PS and RE/Vacant and Single-Family Residential

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain a change of zone and small subdivision plat approval to facilitate the construction of a single-family residence on proposed Lot 2.

**H. SIZE OF SITE:**

The site is approximately 13 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Lot 1, Perez Addition Replat One, is presently vacant, while Lot 4, Perez Addition is developed with a single-family residence.

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

- 1. **North:** Agricultural/Multi-Family Residential, AG and RG-20
- 2. **East:** Agricultural/Single Family Residential, RE
- 3. **South:** Single Family Residential/RE
- 4. **West:** Agricultural, AG

**C. REVELANT CASE HISTORY:**

1. On September 22, 2005, the Planning Commission recommended denial of the request to rezone Lots 1 through 4, inclusive, Perez Addition, being a platting of Tax Lots 23 and 24, located in the West ½ of Section 28, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to RE for the purpose of single-family residential development; and small subdivision plat Lots 1 through 4, Perez Addition. The City Council approved the aforementioned request on October 24, 2005.

2. On December 21, 2023, the Planning Commission recommended approval of the request to rezone Lots 1 and 2, Perez Addition Replat One, being a replat of Lot 3, Perez Addition, located in the Northwest 1/4 of Section 28, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from RE to RE-PS with site plan approval, for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Perez Addition Replat One; and waiver of Section 6-4, Subdivision Regulations. The City Council approved this request on February 6, 2024.

3. On November 17, 2024, the Planning Commission recommended approval of the request to rezone Lots 1 and 2, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, all located in the Northwest 1/4 of Section 28, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from RE-PS and RE, to RE-PS and RE with site plan approval, for the purpose of single-family residential development; and small subdivision plat Lots 1 and 2, Perez Addition Replat Two.

**D. APPLICABLE REGULATIONS:**

1. Chapter 5, Subdivision Regulations, regarding Small Subdivision Plats.
2. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
3. Section 5.17, Zoning Ordinance, regarding -PS Planned Subdivision District.
4. Section 5.29, Zoning Ordinance, regarding Air Installation Compatible Use Zone; Clear Zone, Accident Potential Zones I and II, Noise Zones, and Height and Obstruction Criteria.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

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

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from a private easement obtained from the surrounding property owners.

**D. UTILITIES:**

This area is not served by sanitary sewer.

## E. ANALYSIS:

1. Jon Carrell, on behalf of TD2 Engineering and Surveying, is requesting approval of a rezoning (with site plan approval) and small subdivision plat for Lots 1 and 2, Perez Addition Replat Two, for the purpose of single-family residential development.
2. The applicant was previously approved for a rezoning, site plan approval and small subdivision plat to facilitate the construction of his home. Since that time, the applicant desires to relocate the proposed residence through acquiring additional property, hence the proposed request.
3. This area is comprised of acreages and low density residential, primarily due to its location in the Air Installation Compatible Use Zone (AICUZ) of Offutt Air Force Base. The AICUZ overlay regulates and restricts development within the zone as a safety measure. Additionally, there is floodplain and floodway in this vicinity.
4. The property is presently zoned RE-PS and RE. Staff recommended the -PS overlay due to the property's location within the AICUZ zone.

All traditional setbacks of the RE zoning district will remain in place.

5. The proposed site plan shows the boundary of the Accident Potential Zone II (APZ II zone) within the AICUZ. The property owner's proposed residence will lie outside the APZ II zone. The home will be within the noise contour. Preliminary reviews were done with Offutt AFB. They had no issues with the proposed platting as long as the home remains outside of the APZ zone. The applicant has shown the proposed building envelope outside of this area on the site plan.
6. 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.

Krista Hoffart, Offutt AFB, stated as long as the home remains outside of the APZ, Offutt has no objection to this request.

Public Works Engineer Matt Knight requested technical revisions to the plat. These comments have since been satisfied by the applicant's engineer.

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

**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**

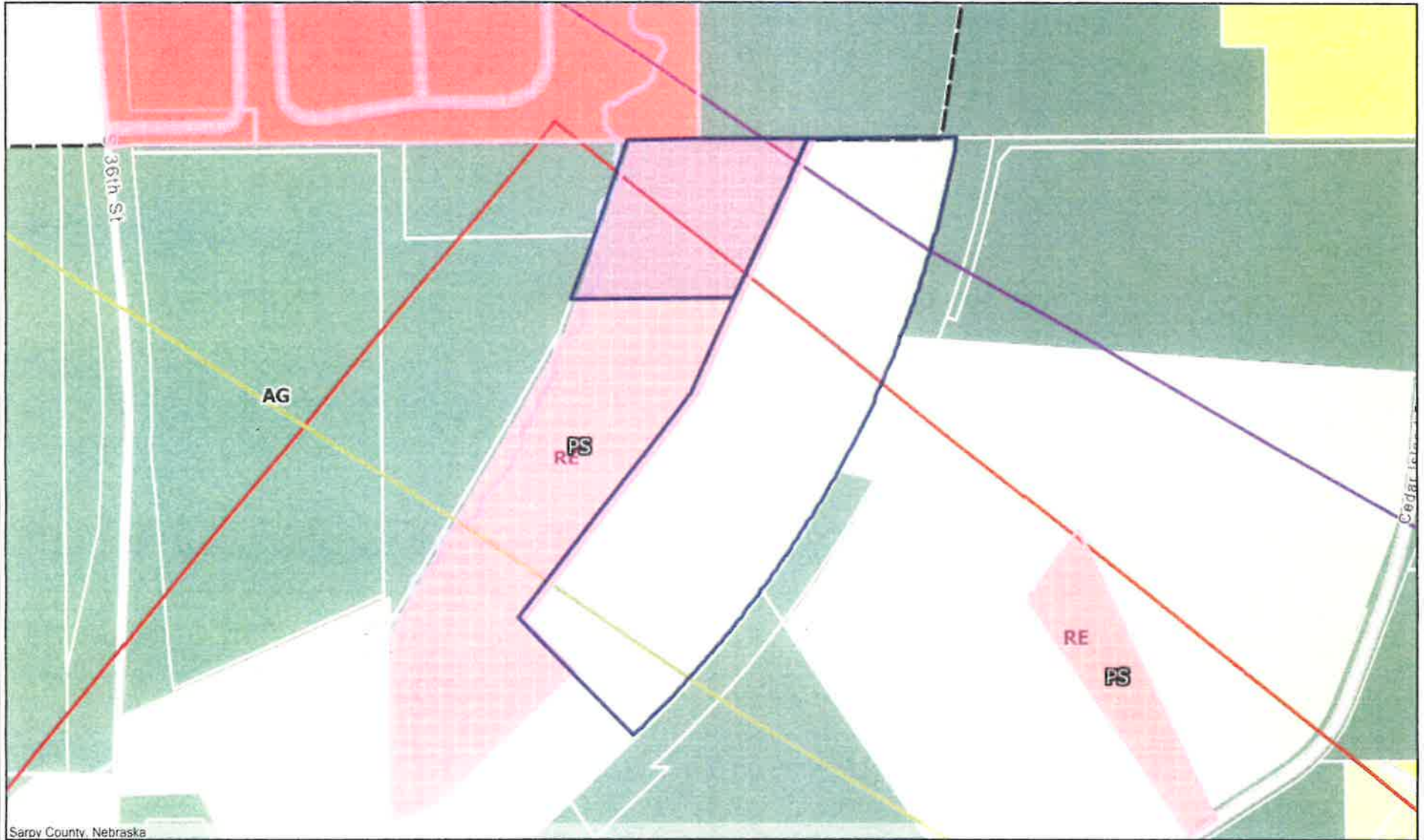
1. Vicinity map/Zoning Map.
2. 2024 GIS aerial photo of the property.
3. Zoning justification letter received November 13, 2024.
4. Small subdivision plat received October 29, 2024.
5. Site plan received October 29, 2024.

**VII. COPIES OF REPORT TO:**

1. Jon Carrell, TD2
2. Jonathan Revis
3. Public Upon Request

  
Assistant Planning Manager

  
Planning Director                      Date of Report



Sarpy County, Nebraska



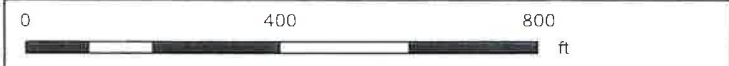
Map Scale 1: 4514

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



Notes





Map Scale 1: 4514

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



Notes



November 13, 2024

Ms. Tammi Palm  
Planning Director  
City of Bellevue

RE; Letter of Justification

Jonathan Revis is requesting to rezone Lots 1 and 2 Perez Addition Replat Two from RE and RE-PS to RE and RE-PS to allow for the development of a single-family residential home.

Sincerely,



RECEIVED  
NOV 13 2024  
PLANNING DEPT.

# PEREZ ADDITION REPLAT TWO

LOTS 1 AND 2

BEING A REPLATTING OF LOT 1, PEREZ ADDITION REPLAT ONE AND LOT 4, PEREZ ADDITION, BOTH SUBDIVISIONS IN SARPY COUNTY, NEBRASKA, LOCATED IN THE NW 1/4 AND THE SW 1/4 OF SECTION 28, T14N, R13E OF THE 6th P.M. SAID SARPY COUNTY

RECEIVED

OCT 29 2024

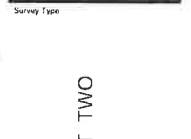
PLANNING DEPT

**SURVEYOR'S CERTIFICATE**  
I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE LAWS IN EFFECT AS OF THE DATE SHOWN HEREON AND THAT ALL CORNERS HAVE BEEN FOUND OR SET AT ALL ACCESSIBLE CORNERS OF SAID SUBDIVISION AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS PEREZ ADDITION REPLAT TWO, LOTS 1 AND 2, BEING A REPLATTING OF LOT 1, PEREZ ADDITION REPLAT ONE AND LOT 4, PEREZ ADDITION, BOTH SUBDIVISIONS IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS BEGINNING AT THE NE CORNER OF SAID LOT 1:

THENCE ON THE NORTH LINE OF LOT 4, PEREZ ADDITION N89°27'15"E (ASSUMED BEARING) 289.70 FEET TO THE NE CORNER THERE OF;  
THENCE SOUTHWESTERLY ON THE EASTERLY LINE OF SAID LOT 4 ON A 2291.96 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S27°46'24"W, CHORD DISTANCE 1423.99 FEET AND ARC DISTANCE OF 1450.05 FEET TO THE SOUTHWEST MOST CORNER THERE OF;  
THENCE N44°06'07"W, 340.11 FEET ON THE SOUTHERLY LINE OF SAID LOT 4 TO THE SW CORNER THERE OF;  
THENCE N36°59'09"E, 397.85 FEET ON THE WESTERLY LINE OF SAID LOT 4;  
THENCE N241°38'E, 212.73' CONTINUING FEET ON THE WESTERLY LINE OF SAID LOT 4 TO THE SOUTH LINE OF SAID LOT 1;  
THENCE S89°27'15"W, 340.35 FEET ON THE SOUTH LINE OF SAID LOT 1 TO THE SW CORNER THERE OF;  
THENCE N19°03'57"E, 360.00 FEET ON THE WEST LINE OF SAID LOT 1 TO THE NW CORNER THERE OF;  
THENCE N89°27'15"E, 375.90 FEET ON THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING  
CONTAINING 572,867 SQUARE FEET OR 13.132 ACRES



thompson, dressen & dornier, inc  
10836 Old Mill Rd  
Omaha, NE 68154  
p 402 330 8860 f 402 330 5866  
jcarrell@d2co.com  
dba TD2 Engineering & Survey  
NE CA-0199



SEPTEMBER 24, 2024

**DEDICATION**  
I KNOW ALL MEN BY THESE PRESENTS THAT I, JONATHAN REVIS, A MARRIED PERSON AND TARA CUNNINGHAM BAILEY, A MARRIED PERSON, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRAZED WITHIN THIS PLAN, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS PEREZ ADDITION REPLAT TWO, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAN AND WE DO GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT 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, CROSSARMS, DOWN CUTS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO LAYING THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEIPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND IN-OR RECEPTION ON OVER THROUGH UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE LOT LINES AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF THE LOT.

WE DO FURTHER GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT OF OMAHA OR SUCCESSORS, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER UN, THROUGH UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, CIRCLES, AND CURVE DE-SAC STREETS WHETHER PUBLIC OR PRIVATE.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEM OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

JONATHAN REVIS \_\_\_\_\_ TARA CUNNINGHAM BAILEY \_\_\_\_\_

**ACKNOWLEDGEMENT OF NOTARY**  
STATE OF NEBRASKA)  
COUNTY OF DOUGLASS)  
THE FOREGOING DEDICATION HAS BEEN ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 BY JONATHAN REVIS A MARRIED PERSON \_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGEMENT OF NOTARY**  
STATE OF NEBRASKA)  
COUNTY OF DOUGLASS)  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024 BY TARA CUNNINGHAM BAILEY A MARRIED PERSON \_\_\_\_\_  
NOTARY PUBLIC

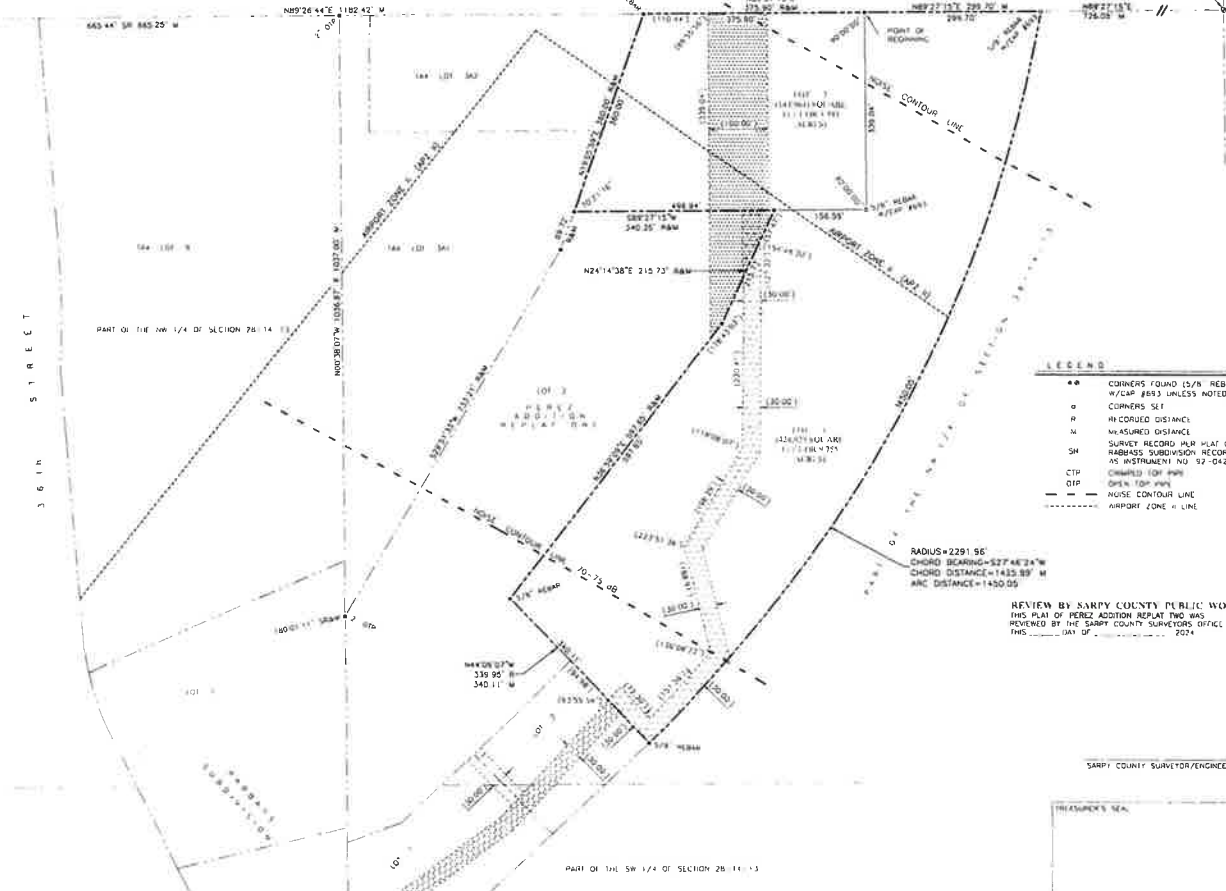
**SARPY COUNTY TREASURER'S CERTIFICATE**  
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRAZED WITHIN THIS PLAN AS SHOWN ON THE RECORDS OF THIS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.  
SARPY COUNTY TREASURER

**APPROVAL BY BELLEVUE PLANNING COMMISSION**  
THIS PLAN OF PEREZ ADDITION REPLAT TWO WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.  
BELLEVUE PLANNING COMMISSIONER

**APPROVAL BY BELLEVUE CITY COUNCIL**  
THIS PLAN OF PEREZ ADDITION REPLAT TWO WAS APPROVED AND ACCEPTED BY THE BELLEVUE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024. APPROVAL OF THIS PLAN BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.  
RUSTY MIKE MAYOR \_\_\_\_\_ SUSAN KLUTKE, CITY CLERK \_\_\_\_\_

NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 28, T14N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA  
FOUND 3/4" CORNER TOP MARK N. 70.80' TO THE CENTER OF A WATER MAIN/PIPE ONE 65.20' TO THE TOP PUT ON A FIRE HYDRANT SE. 26.78' TO THE TOP PUT ON A 1 1/2" HYDRANT

NE CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 28, T14N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA  
FOUND 5/8" REBAR NORTH 9.09' TO "A" MARK IN SOUTH FACE OF POWER POLE WEST 17.01' TO "A" MARK IN EAST FACE OF POWER POLE SE. 16.79' TO "A" MARK IN NORTH FACE OF "A" TREES



- 1 DRIVEWAY AND UTILITY EASEMENT GRANTED TO LOT 1 AS SHOWN ON FINAL PLAT TO LOTS 2, 3 AND 4 AS SHOWN ON FINAL PLAT OF PEREZ ADDITION RECORDED AS INSTRUMENT NO. 2005-47975 OF THE SARPY COUNTY RECORDS (SHOW LOTS 1 AND 2)
- 2 DRIVEWAY AND UTILITY EASEMENT GRANTED TO LOTS 2, 3 AND 4 AS SHOWN ON FINAL PLAT OF PEREZ ADDITION RECORDED AS INSTRUMENT NO. 2005-47975 OF THE SARPY COUNTY RECORDS (SHOW LOTS 1 AND 2)
- 3 OMAHA PUBLIC POWER DISTRICT RIGHT-OF-WAY EASEMENT AS DOCUMENT NO. 1157 IN BOOKS 24 AND 28 RECORDED APRIL 2, 1953 IN THE REGISTER OF DEEDS OFFICE, SARPY COUNTY, NEBRASKA
- 4 30 FOOT WIDE ACCESS EASEMENT TO BE HIGHLIGHTED BY SEPARATE DOCUMENT

**NOTE**  
DIMENSIONS AND ANGLES IN PARENTHESES PERTAIN TO EASEMENTS

PEREZ ADDITION REPLAT TWO LOTS 1 AND 2



Job No.: B1436-23-21B  
Drawn By: RJR  
Reviewed By: JLC  
Date: SEPT. 24, 2024  
Book: 22/24  
Page: 55

CITY OF BELLEVUE  
SMALL SUBDIVISION PLAT

SHEET 1 OF 1

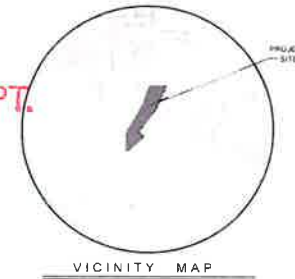
# PEREZ ADDITION REPLAT TWO

## LOTS 1 AND 2

RECEIVED

OCT 29 2024

PLANNING DEPT.



thompson, dreesen & dornier, inc  
10836 Old Mill Rd  
Omaha, NE 68154  
p 402.330.8860 f 402.330.5866  
jcarrell@td2ca.com  
dba TD2 Engineering & Surveying  
NE CA-0199

Scale 1/8" = 1'

PEREZ ADDITION REPLAT TWO  
LOTS 1 AND 2



Revisions Dates:

No.	Description	MM-DD-YY

Job No. B1436-23-21SP  
Drawn By: RJR  
Reviewed By: JLC  
Date: SEPTEMBER 30, 2024  
Book: 22/24  
Page: 55

Sheet Title:

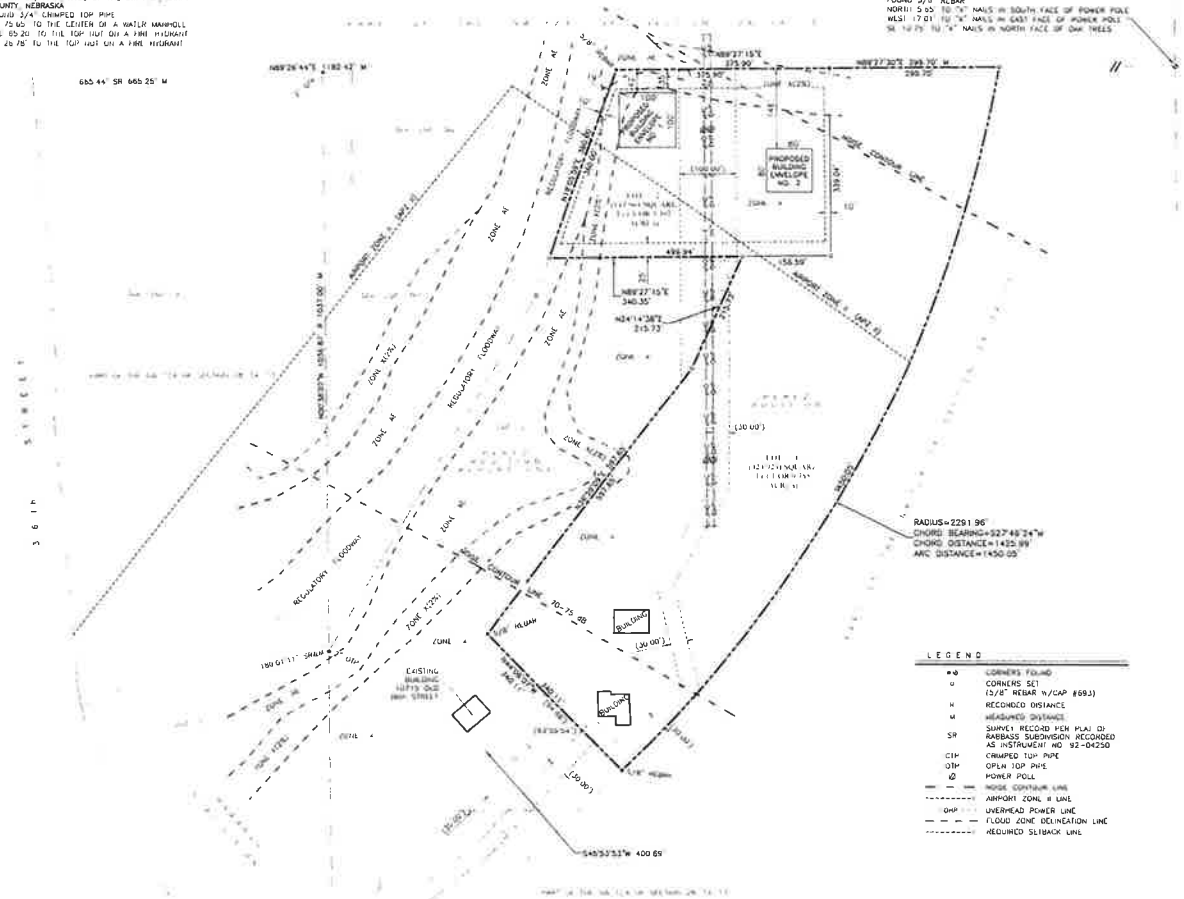
CITY OF BELLEVUE  
SITE PLAN

Sheet Number:

SHEET 1 OF 1

NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 28, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA  
FOUND 2 1/4" CRUMPED TOP PIPE  
FOLLOWS TO THE CENTER OF A WATER MANHOLE  
ELEV. 85.20 TO THE TOP HUB ON A FINE HYDRANT  
SE 28.75' TO THE TOP HUB ON A FINE HYDRANT

NE CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 28, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA  
FOUND 2 1/4" CRUMPED TOP PIPE  
FOLLOWS TO THE CENTER OF A WATER MANHOLE  
ELEV. 85.20 TO THE TOP HUB ON A FINE HYDRANT  
SE 28.75' TO THE TOP HUB ON A FINE HYDRANT



**SUBDIVIDER**

JONATHAN REVIS  
10707 OLD 36th STREET  
BELLEVUE, NEBRASKA 68123

**ENGINEER**

THOMPSON, DREESSEN & DORNER, INC  
10836 OLD MILL ROAD  
OMAHA, NEBRASKA 68154

**LEGAL DESCRIPTION**

LOT 4, PEREZ ADDITION TOGETHER WITH LOT 1, PEREZ ADDITION REPLAT ONE, BOTH SUBDIVISIONS IN SARPY COUNTY, NEBRASKA

**NOTES**

- NO CONTOURS ARE SHOWN AS NO GRADING IS PROPOSED.
- EXISTING ZONING IS RE/WP OVERLAY. PROPOSED ZONING RE/PS.
- LOTS 1 AND 2 ARE SERVED BY PRIVATE WELLS AND PRIVATE SEPTIC SYSTEMS.

**LEGEND**

- CORNERS FOUND
- CORNERS SET
- 15/16" REBAR W/CAP (#69.3)
- M RECORDED DISTANCE
- M RECORDED DISTANCE
- SR SURVEY RECORD WITH PLAT OF RABASS SUBDIVISION RECORDED AS INSTRUMENT NO. 92-04250
- CH CRUMPED TOP PIPE
- OP OPEN TOP PIPE
- POWER POLE
- HOSE CONTOUR LINE
- - - AIRPORT ZONE # LINE
- - - OVERHEAD POWER LINE
- - - FLOOD ZONE DELINEATION LINE
- - - REQUIRED SETBACK LINE

- DRIVEWAY AND UTILITY EASEMENT GRANTED TO LOT 3 AS SHOWN ON FINAL PLAT OF PEREZ ADDITION RECORDED AS INSTRUMENT NO. 2002-47975 OF THE SARPY COUNTY RECORDS (NOW LOTS 1 AND 2)
- DRIVEWAY AND UTILITY EASEMENT GRANTED TO LOT 4 SAID EASEMENT GRANTED TO LOTS 2, 3 AND 4 AS SHOWN ON FINAL PLAT OF PEREZ ADDITION RECORDED AS INSTRUMENT NO. 2002-47975 OF THE SARPY COUNTY RECORDS (NOW LOTS 1 AND 2)
- OMAHA PUBLIC POWER DISTRICT RIGHT-OF-WAY EASEMENT AS DOCUMENT PL. 1157 TRACTS 2A AND 2B RECORDED APRIL 2, 1953 IN THE REGISTER OF DEEDS OF FINE SARPY COUNTY NEBRASKA
- 30 FOOT WIDE ACCESS EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT

ORDINANCE NO. 4170

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 10711 OLD 36<sup>TH</sup> STREET, 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, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, all located in the Northwest ¼ of Section 28, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From RE (Residential Estates) and RE-PS (Residential Estates – Planned Subdivision) to RE (Residential Estates).

Lot 2, Perez Addition Replat Two, being a replat of Lot 1, Perez Addition Replat One and Lot 4, Perez Addition, all located in the Northwest ¼ of Section 28, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From RE (Residential Estates) and RE-PS (Residential Estates – Planned Subdivision) to RE-PS (Residential Estates – Planned Subdivision).

(Jonathan Revis)

Section 2. This ordinance shall not take effect until such time as the small subdivision plat of Perez Addition Replat Two 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 effect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

19b.  
12/3/2024

COUNCIL MEETING DATE: 12/03/2024		SUBMITTED BY: Administration	
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: 4171  
Ordinance No. ~~4071~~ to Amend Chapter 19 of the Bellevue Municipal Code by Amending Sections 19-23 and 19-42 Regarding Request for Hearing for Nuisance Violations and to Provide an Effective Date.

SYNOPSIS/BACKGROUND:  
The purpose of the Code Enforcement Unit is to enforce the city codes and zoning ordinances of the City of Bellevue and its zoning jurisdiction. Its primary function is the abatement of nuisances on private property which occur outside a structure. The Unit is also responsible for vehicles parked on public streets and private property that are abandoned or not properly registered. The Code Enforcement Unit reports to the Chief of Police. Therefore, any request for hearing for nuisance violations should be heard by Chief of Police.

FISCAL IMPACT: 00.00 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:  
Approve and authorize Mayor to sign Ordinance #~~4071~~ 4171

- ATTACHMENTS:
1. Ordinance No. ~~4071~~ 4171 - REDLINE
  2. Ordinance No. ~~4071~~ 4171 CLEAN COPY
  - 3.
  - 4.
  - 5.
  - 6.

SIGNATURES:  
LEGAL APPROVAL AS TO FORM: Shirley Brubaker  
FINANCE APPROVAL AS TO FORM: Jason [Signature]  
ADMINISTRATOR APPROVAL AS TO FORM: Janet [Signature]

ORDINANCE NO. 4171

AN ORDINANCE TO AMEND CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTIONS 19-23 AND 19-42 REGARDING REQUEST FOR HEARING FOR NUISANCE VIOLATIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

**Section 1.** That Chapter 19, Article III, Section 19-23 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-23 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING.

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person(s) of the city's determination and issue an "Official Notice" mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five business days after the receipt of such notice request an impartial hearing with the ~~City Administrator~~ Chief of Police and/or his/her designee as described in such notice.

(B) To request an impartial hearing, the "applicant" must:

(1) Complete, sign, and date the Applicant Statement on the front side of the Official Notice; and

(2) Return to the City Clerk's office within five business days, the completed applicant statement, the white copy of the Official Notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(3) When completing the Applicant Statement on the front side of the Official Notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(C) Upon timely receiving the completed Applicant Statement on the front side of the Official Notice, together with all other required items, the City Clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The City Clerk will notify the applicant per the requested contact method on the Official Notice which the applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office and the ~~City Administrator~~ Chief of Police of the requested hearing.

(D) To exercise the opportunity to be heard, the applicant must attend the hearing and explain to the ~~City Administrator~~ Chief of Police and/or his/her designee why the applicant should not be found in violation of the Bellevue City Code section(s) referenced on the front side of the Official

Notice. The hearing before the ~~City Administrator~~ Chief of Police and/or his/her designee will not be transcribed or recorded by the ~~City Administrator~~ Chief of Police and/or his/her designee.

(E) If a person receiving such Official Notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice. Additionally, if the applicant fails to successfully challenge the violation(s) set forth on the front side of the Official Notice at a hearing attended, then it shall be conclusively presumed that the applicant is in violation of the Bellevue City Code violation(s) on the Official Notice.

(F) If the ~~City Administrator~~ Chief of Police and/or his/her designee finds that the applicant is not in violation of the City Code, he/she shall inform the applicant, the City Clerk and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(G) If the ~~City Administrator~~ Chief of Police and/or his/her designee finds that the applicant is in violation of the City Code, he/she shall inform the applicant, the City Clerk, and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(1) If the applicant does not successfully challenge the violation(s) after the hearing before the ~~City Administrator~~ Chief of Police and/or his/her designee, the applicant shall abate and/or remove such nuisance within seven (7) business days after the receipt of said notice from the ~~City Administrator~~ Chief of Police and/or his/her designee.

(2) If the applicant fails to attend the requested hearing before the ~~City Administrator~~ Chief of Police and/or his/her designee, the applicant shall abate and/or remove such nuisance as originally stated in the Official Notice and said timelines presented therein.

(H) If the applicant fails or refuses to comply with these provisions and fails to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article. The owner, agent, occupant, tenant or person in possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in abating and/or removing the same including but not limited to labor, equipment, and disposal costs.

**Section 2.** That Chapter 19, Article IV, Section 19-42 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-42 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person(s) of the city's determination and issue an "Official Notice" mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five business days after the receipt of such notice request an impartial hearing with the ~~City Administrator~~ Chief of Police and/or his/her designee.

(B) To request an impartial hearing, the “applicant” must:

(1) Complete, sign, and date the Applicant Statement on the front side of the Official Notice; and

(2) Return to the City Clerk’s office within five business days, the completed applicant statement, the white copy of the Official Notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(3) When completing the Applicant Statement on the front side of the Official Notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(C) Upon timely receiving the completed Applicant Statement on the front side of the Official Notice, together with all other required items, the City Clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The City Clerk will notify the applicant per the requested contact method on the Official Notice which the applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office and the ~~City Administrator~~ **Chief of Police** of the requested hearing.

(D) To exercise the opportunity to be heard, the applicant must attend the hearing and explain to the ~~City Administrator~~ **Chief of Police** and/or his/her designee why the applicant should not be found in violation of the Bellevue City Code section(s) referenced on the front side of the Official Notice. The hearing before the ~~City Administrator~~ **Chief of Police** and/or his/her designee will not be transcribed or recorded by the ~~City Administrator~~ **Chief of Police** and/or his/her designee.

(E) If a person receiving such Official Notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice. Additionally, if the applicant fails to successfully challenge the violation(s) set forth on the front side of the Official Notice at a hearing attended, then it shall be conclusively presumed that the applicant is in violation of the Bellevue City Code violation(s) on the Official Notice.

(F) If the ~~City Administrator~~ **Chief of Police** and/or his/her designee finds that the applicant is not in violation of the City Code, he/she shall inform the applicant, the City Clerk and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(G) If the ~~City Administrator~~ **Chief of Police** and/or his/her designee finds that the applicant is in violation of the City Code, he/she shall inform the applicant, the City Clerk, and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(1) If the applicant does not successfully challenge the violation(s) after the hearing before the ~~City Administrator~~ **Chief of Police** and/or his/her designee, the applicant shall abate and/or remove such nuisance within seven (7) business days after the receipt of said notice from the ~~City Administrator~~ **Chief of Police** and/or his/her designee.

(2) If the applicant fails to attend the requested hearing before the ~~City Administrator~~ **Chief of Police** and/or his/her designee, the applicant shall abate and/or remove such nuisance as originally stated in the Official Notice and said timelines presented therein.

(H) If the applicant fails or refuses to comply with these provisions and fails to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article. The owner, agent, occupant, tenant or person in possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in abating and/or removing the same including but not limited to labor, equipment, and disposal costs.

**Section 3.** That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

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

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

ORDINANCE NO. 4171

AN ORDINANCE TO AMEND CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTIONS 19-23 AND 19-42 REGARDING REQUEST FOR HEARING FOR NUISANCE VIOLATIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

**Section 1.** That Chapter 19, Article III, Section 19-23 of the Bellevue Municipal Code is hereby amended to read as follows:

§19-23 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING.

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person(s) of the city's determination and issue an "Official Notice" mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five business days after the receipt of such notice request an impartial hearing with the Chief of Police and/or his/her designee as described in such notice.

(B) To request an impartial hearing, the "applicant" must:

(1) Complete, sign, and date the Applicant Statement on the front side of the Official Notice; and

(2) Return to the City Clerk's office within five business days, the completed applicant statement, the white copy of the Official Notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(3) When completing the Applicant Statement on the front side of the Official Notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(C) Upon timely receiving the completed Applicant Statement on the front side of the Official Notice, together with all other required items, the City Clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The City Clerk will notify the applicant per the requested contact method on the Official Notice which the applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office and the Chief of Police of the requested hearing.

(D) To exercise the opportunity to be heard, the applicant must attend the hearing and explain to the Chief of Police and/or his/her designee why the applicant should not be found in violation of the Bellevue City Code section(s) referenced on the front side of the Official Notice. The hearing

before the Chief of Police and/or his/her designee will not be transcribed or recorded by the Chief of Police and/or his/her designee.

(E) If a person receiving such Official Notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice. Additionally, if the applicant fails to successfully challenge the violation(s) set forth on the front side of the Official Notice at a hearing attended, then it shall be conclusively presumed that the applicant is in violation of the Bellevue City Code violation(s) on the Official Notice.

(F) If the Chief of Police and/or his/her designee finds that the applicant is not in violation of the City Code, he/she shall inform the applicant, the City Clerk and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(G) If the Chief of Police and/or his/her designee finds that the applicant is in violation of the City Code, he/she shall inform the applicant, the City Clerk, and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(1) If the applicant does not successfully challenge the violation(s) after the hearing before the Chief of Police and/or his/her designee, the applicant shall abate and/or remove such nuisance within seven (7) business days after the receipt of said notice from the City Chief of Police and/or his/her designee.

(2) If the applicant fails to attend the requested hearing before the Chief of Police and/or his/her designee, the applicant shall abate and/or remove such nuisance as originally stated in the Official Notice and said timelines presented therein.

(H) If the applicant fails or refuses to comply with these provisions and fails to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article. The owner, agent, occupant, tenant or person in possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in abating and/or removing the same including but not limited to labor, equipment, and disposal costs.

**Section 2.** That Chapter 19, Article IV, Section 19-42 of the Bellevue Municipal Code is hereby amended to read as follows:

**§19-42 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.**

(A) Whenever the city by and through its authorized representatives shall determine that any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city's zoning jurisdiction is in violation of the provisions of this article, the city shall provide notice to such person(s) of the city's determination and issue an "Official Notice" mandating such person to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five business days after the receipt of such notice request an impartial hearing with the Chief of Police and/or his/her designee.

(B) To request an impartial hearing, the "applicant" must:

(1) Complete, sign, and date the Applicant Statement on the front side of the Official Notice; and

(2) Return to the City Clerk's office within five business days, the completed applicant statement, the white copy of the Official Notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(3) When completing the Applicant Statement on the front side of the Official Notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(C) Upon timely receiving the completed Applicant Statement on the front side of the Official Notice, together with all other required items, the City Clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The City Clerk will notify the applicant per the requested contact method on the Official Notice which the applicant selects. The City Clerk shall also notify the Bellevue Code Enforcement Office and the Chief of Police of the requested hearing.

(D) To exercise the opportunity to be heard, the applicant must attend the hearing and explain to the Chief of Police and/or his/her designee why the applicant should not be found in violation of the Bellevue City Code section(s) referenced on the front side of the Official Notice. The hearing before the Chief of Police and/or his/her designee will not be transcribed or recorded by the Chief of Police and/or his/her designee.

(E) If a person receiving such Official Notice fails to timely request a hearing or fails to appear at a hearing scheduled pursuant to a timely request, then it shall be conclusively presumed that such person is in violation of the provisions of this article as set forth in such notice. Additionally, if the applicant fails to successfully challenge the violation(s) set forth on the front side of the Official Notice at a hearing attended, then it shall be conclusively presumed that the applicant is in violation of the Bellevue City Code violation(s) on the Official Notice.

(F) If the Chief of Police and/or his/her designee finds that the applicant is not in violation of the City Code, he/she shall inform the applicant, the City Clerk and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(G) If the Chief of Police and/or his/her designee finds that the applicant is in violation of the City Code, he/she shall inform the applicant, the City Clerk, and Bellevue Code Enforcement of the same in writing within thirty (30) days of said hearing.

(1) If the applicant does not successfully challenge the violation(s) after the hearing before the Chief of Police and/or his/her designee, the applicant shall abate and/or remove such nuisance within seven (7) business days after the receipt of said notice from the Chief of Police and/or his/her designee.

(2) If the applicant fails to attend the requested hearing before the Chief of Police and/or his/her designee, the applicant shall abate and/or remove such nuisance as originally stated in the Official Notice and said timelines presented therein.

(H) If the applicant fails or refuses to comply with these provisions and fails to abate and/or remove such nuisance in a timely manner, the city may cause the abatement and/or removal of such nuisance as further provided in this article. The owner, agent, occupant, tenant or person in

possession, charge or control of such lot or ground shall reimburse the city for its reasonable costs incurred in abating and/or removing the same including but not limited to labor, equipment, and disposal costs.

**Section 3.** That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

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

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

19c.  
12/3/2024

COUNCIL MEETING DATE: 12/03/2024		SUBMITTED BY: Administration	
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: 4172  
Ordinance No. ~~4072~~ Amend Chapter 29.5 of the Bellevue Municipal Code by Amending Section 29.5-9, 29.5-10 and 29.5-28 Regarding Request for Hearing for Nuisance Violations and to Provide an Effective Date.

SYNOPSIS/BACKGROUND:  
The purpose of the Code Enforcement Unit is to enforce the city codes and zoning ordinances of the City of Bellevue and its zoning jurisdiction. Its primary function is the abatement of nuisances on private property which occur outside a structure. The Unit is also responsible for vehicles parked on public streets and private property that are abandoned or not properly registered. The Code Enforcement Unit reports to the Chief of Police. Therefore, any request for hearing for nuisance violations should be heard by Chief of Police.

FISCAL IMPACT: 00.00 BUDGETED FUNDS: GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:  
Approve and authorize Mayor to sign Ordinance #~~4072~~. 4172.

- ATTACHMENTS:
1. Ordinance No. ~~4072~~ - REDLINE
  2. Ordinance No. ~~4072~~ CLEAN COPY
  - 3.
  - 4.
  - 5.
  - 6.

SIGNATURES:  
LEGAL APPROVAL AS TO FORM: [Signature]  
FINANCE APPROVAL AS TO FORM: [Signature]  
ADMINISTRATOR APPROVAL AS TO FORM: [Signature]

ORDINANCE NO. 4172

AN ORDINANCE TO AMEND CHAPTER 29.5 OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 29.5-9, 29.5-10 AND 29.5-28 REGARDING REQUEST FOR HEARING FOR NUISANCE VIOLATIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

**Section 1.** That Chapter 29.5, Section 29.5-9 of the Bellevue Municipal Code is hereby amended to read as follows:

§29.5-9 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever a violation of the provisions of this article is found to exist by an examination conducted pursuant to section 29.5-8, the city shall provide notice to any owner, agent, occupant, tenant or person in possession, charge or control of the lot or ground upon which such violation is found to exist of the city's determination and issue an "official notice" mandating such person(s) to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five calendar days after the receipt of such notice request an impartial hearing with the tree board arborist, city administrator and/or his/her designee.

(B) To request an impartial hearing, the "applicant" must:

(C) Complete, sign, and date the applicant statement on the front side of the official notice; and

(D) Return to the city clerk's office within five calendar days, the completed applicant statement, the white copy of the official notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(E) When completing the applicant statement on the front side of the official notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(F) Upon timely receiving the completed applicant statement on the front side of the official notice, together with all other required items, the city clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The city clerk will notify the applicant per the requested contact method on the official notice which the applicant selects. The city clerk shall also notify the Bellevue code enforcement office, tree board arborist and the ~~City Administrator~~ Chief of Police of the requested hearing.

**Section 2.** That Chapter 29.5, Section 29.5-10 of the Bellevue Municipal Code is hereby amended to read as follows:

§29.5-10 ACTION BY THE CITY. If any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city fails or refuses to comply with section 29.5-9 above and the official notice and/or ~~City Administrator~~ Chief of Police and/or his/her designee’s findings, the city through its property appointed designee shall have the power and is hereby authorized and instructed, after the expiration of the timeframes in section 29.5-9, to abate and/or remove such nuisance by causing such trees, or logwood piles or cut wood to be removed, pruned or sprayed at the expense of such person. If the city abates and/or removes such nuisance pursuant to this section, the city clerk shall provide notice of the same and the costs to the owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located of the costs and demand reimbursement of the same within thirty (30) days.

**Section 3.** That Chapter 29.5, Section 29.5-28 of the Bellevue Municipal Code is hereby amended to read as follows:

§ 29.5-28 REVIEW BY GOVERNING BODY. The city council shall have the right to review the conduct, acts and decisions of the tree board, chief building inspector, and the ~~City Administrator~~ Chief of Police and/or his/her designee. Any person may appeal from any ruling, finding or order of the tree board, chief building inspector, and the ~~City Administrator~~ Chief of Police and/or his/her designee to the city council, which may hear the matter and make final decision(s). To be effective, an appeal shall be filed in writing with the city clerk within ten days of such ruling, finding, or order.

**Section 4.** That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

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

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

ORDINANCE NO. 4172

AN ORDINANCE TO AMEND CHAPTER 29.5 OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 29.5-9, 29.5-10 AND 29.5-28 REGARDING REQUEST FOR HEARING FOR NUISANCE VIOLATIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

**Section 1.** That Chapter 29.5, Section 29.5-9 of the Bellevue Municipal Code is hereby amended to read as follows:

§29.5-9 PROCEDURE FOR NOTIFICATION AND ABATEMENT; ORDER TO ABATE; REQUEST FOR HEARING; COST REIMBURSEMENT UPON FAILURE.

(A) Whenever a violation of the provisions of this article is found to exist by an examination conducted pursuant to section 29.5-8, the city shall provide notice to any owner, agent, occupant, tenant or person in possession, charge or control of the lot or ground upon which such violation is found to exist of the city's determination and issue an "official notice" mandating such person(s) to abate and/or remove such nuisance. Such notice shall be delivered personally or by mailing such notice by first-class mail, postage prepaid, directed to the property owner of record and posting notice of the violation in a conspicuous place on or about the property. A person receiving such notice may within five calendar days after the receipt of such notice request an impartial hearing with the tree board arborist, city administrator and/or his/her designee.

(B) To request an impartial hearing, the "applicant" must:

(C) Complete, sign, and date the applicant statement on the front side of the official notice; and

(D) Return to the city clerk's office within five calendar days, the completed applicant statement, the white copy of the official notice, together with a check in the amount of \$35.00 made payable to the City of Bellevue.

(E) When completing the applicant statement on the front side of the official notice, the applicant must briefly state the reason(s) for requesting the hearing and precisely explain the relief requested.

(F) Upon timely receiving the completed applicant statement on the front side of the official notice, together with all other required items, the city clerk will contact the applicant in writing to inform the applicant of the date, time and place of the hearing. The city clerk will notify the applicant per the requested contact method on the official notice which the applicant selects. The city clerk shall also notify the Bellevue code enforcement office, tree board arborist and the Chief of Police of the requested hearing.

**Section 2.** That Chapter 29.5, Section 29.5-10 of the Bellevue Municipal Code is hereby amended to read as follows:

§29.5-10 ACTION BY THE CITY. If any owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located within the city fails or refuses to comply with section 29.5-9 above and the official notice and/or Chief of Police and/or his/her designee’s findings, the city through its property appointed designee shall have the power and is hereby authorized and instructed, after the expiration of the timeframes in section 29.5-9, to abate and/or remove such nuisance by causing such trees, or logwood piles or cut wood to be removed, pruned or sprayed at the expense of such person. If the city abates and/or removes such nuisance pursuant to this section, the city clerk shall provide notice of the same and the costs to the owner, agent, occupant, tenant or person in possession, charge or control of any lot or ground, or any part of any lot or ground located of the costs and demand reimbursement of the same within thirty (30) days.

**Section 3.** That Chapter 29.5, Section 29.5-28 of the Bellevue Municipal Code is hereby amended to read as follows: § 29.5-28 REVIEW BY GOVERNING BODY. The city council shall have the right to review the conduct, acts and decisions of the tree board, chief building inspector, and the Chief of Police and/or his/her designee. Any person may appeal from any ruling, finding or order of the tree board, chief building inspector, and the Chief of Police and/or his/her designee to the city council, which may hear the matter and make final decision(s). To be effective, an appeal shall be filed in writing with the city clerk within ten days of such ruling, finding, or order.

**Section 4.** That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST:

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

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

**CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET**

20a.  
12/3/2024

COUNCIL MEETING DATE: 12/03/2024	SUBMITTED BY: Susan Kluthe, City Clerk	
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:**

Public Hearing - Request to approve the Event License Application for the Christmas in Olde Towne on December 14, 2024 from 4:00 p.m.- 8:00 p.m. (actual event - 5:00 p.m - 7:00 p.m.)

**SYNOPSIS/BACKGROUND:**

Bellevue Community Foundation has submitted an Event License Application for the Annual Christmas in Olde Town Event. Christmas in Olde Towne will be Saturday, December 14, 2024 in Olde Towne on Mission Avenue and Franklin Street by Washington Park. Applicant has requested the \$50.00 application fee be waived, due to this being a community event.

FISCAL IMPACT: N/A      BUDGETED FUNDS: NO      GRANT/MATCHING FUNDS: NO

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: \_\_\_\_\_ CONTRACT TERM: \_\_\_\_\_ CONTRACT END DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_ PAYMENT DATE: \_\_\_\_\_ INSURANCE REQUIRED: NO

CIP PROJECT NAME: \_\_\_\_\_ CIP PROJECT NAME: \_\_\_\_\_

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

ACCOUNTING DISTRIBUTION CODE: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

**RECOMMENDATION:**

Approve the Event Application for Bellevue Community Foundation for Annual Christmas in Olde Towne on Saturday, December 14, 2024 from 4:00 p.m. – 8:00 p.m. in Olde Towne on Mission Avenue and Franklin Street by Washington Park, and to waive the \$50.00 application fee.

**ATTACHMENTS:**

- |                      |   |          |
|----------------------|---|----------|
| 1. Event Application | 2. Comments from Police, Parks, & Streets | 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 City Clerk
1500 Wall Street • Bellevue, Nebraska 68005
(402) 293-3007

APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Organization Name: Bellevue Community Foundation Date: November 21, 2024

Contact Person Information for Organization:

Name: Phil Davidson Phone: 402-659-1380 Email: phil.davidson@bellevue.net

Address: 1500 Wall Street City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: Christmas in Olde Towne

Location of Event/Alternate Location:

Mission Avenue and Franklin Street

Dates of Event: December 14, 2024 Alternate Dates: N/A Hours of Event: 4:00 p.m. - 8:00 p.m. Actual event 5-7

What Provisions, if applicable, have been made for the following:

- 1. Sanitary Facilities: Portable Restrooms
2. Running Water: N/A
3. Power:
4. Parking: Drive thru event
5. Insurance: Bellevue Community Foundation has Umbrella Insurance Coverage

(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event. I understand the \$50.00 event fee is a NON-REFUNDABLE APPLICATION FEE.

Signature of Applicant: [Handwritten Signature]

**Police Department Requests:**

Police have been contacted regarding traffic control

**Parks Department Requests:**

**Street Department Requests:**

**Special Request:**

Request to waive \$50.00 Event Fee

**FOR CITY OFFICE USE ONLY:**

Notice of Hearing published in a legal newspaper on \_\_\_\_\_.

City Council hearing date: \_\_\_\_\_

License Fee of \$50 paid on: \_\_\_\_\_ Receipt #: \_\_\_\_\_

**Notice of Public Hearing**  
**Christmas in Olde Towne**

On Saturday, December 14, 2024, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of an event license for Bellevue Community Foundation to conduct the Christmas in Olde Towne in Bellevue, on Saturday, December 14<sup>th</sup> 2024 from 4:00 p.m. to 8:00 p.m.

The meeting is open to the public and the public is encouraged to attend. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty eight hours prior to the meeting.

Susan Kluthe  
City of Bellevue

APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: November 20, 2024 Due to City Clerk: December 4, 2024

Applicant: CFPD LLC dba A View in Fontenelle Hills

Location/Address: 1102 Country Club Court Bellevue, NE 68005-2003

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for CFPD LLC dba "A View in Fontenelle Hills" located at 1102 Country Club Court Bellevue, NE 68005 and Travis McLaughlin as Manager.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	<u>Travis McLaughlin 4454 N. 165th Street Omaha, NE 68116</u>	<u>1/5/1988</u>
2.	<u></u>	<u></u>

Comments:

No comments or concerns from Police

Signature of Reviewer: Captain Kurt Stroehler Digitally signed by Captain Kurt Stroehler  
Date: 2024.11.25 09:00:03 -06'00' Date: 11-25-24



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

City of Bellevue  
Office of the City Clerk  
1500 Wall Street  
Bellevue, Nebraska  
68005  
(402) 293-3007

- Police Department
  - Sgt. Larry Lampman
  - Capt. Kurt Stroehler

- Parks Department
  - Jim Shada
  - Mark Blackburn

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: November 21, 2024

SUBJECT: Recommend approval of an Event Application for the Bellevue Community Foundation for Christmas in Olde Towne to be held on Saturday, December 14, 2024 from 4:00 p.m. to 8:00 p.m. (actual event 5:00 p.m. to 7:00 p.m.). The event will utilize Mission Avenue and Franklin Street and Washington Park.

Please make comments on the above request and return to Susan Kluthe, by, **Monday, November 25, 2024**. I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

Signature or Fill in Your Name

Date

## Shirley Harbin

---

**From:** Jim Shada  
**Sent:** Thursday, November 21, 2024 10:29 AM  
**To:** Shirley Harbin  
**Subject:** RE: Event Review form for Christmas in Olde Towne

No issues with the Parks & Recreation Departments!  
Thanks!

---

**From:** Shirley Harbin <Shirley.Harbin@bellevue.net>  
**Sent:** Thursday, November 21, 2024 9:57 AM  
**To:** Larry Lampman <Larry.Lampman@bellevue.net>; Kurt Stroehler <Kurt.Stroehler@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Mark Blackburn <Mark.Blackburn@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>  
**Cc:** Susan Kluthe <Susan.Kluthe@bellevue.net>  
**Subject:** Event Review form for Christmas in Olde Towne

Sorry for the extremely short notice on this. Per City Code this event should be approved by City Council. We have just enough time to get this on the agenda for December 3<sup>rd</sup>.

PLEASE PLEASE send your review back as soon as possible. This event previously has gone to council, but it hasn't since 2019.

Thank you for your corporation.

*Kind Regards,*

Shirley R. Harbin  
Deputy City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Wk: (402) 293-3165  
Fax: (402) 293-3068

## Shirley Harbin

---

**From:** Larry Lampman  
**Sent:** Thursday, November 21, 2024 10:12 AM  
**To:** Shirley Harbin; Kurt Stroehrer; Bobby Riggs; Jim Shada; Mark Blackburn; David Goedeken  
**Cc:** Susan Kluthe  
**Subject:** Re: Event Review form for Christmas in Olde Towne

No issues from the PD.

Thanks,  
Larry

Get [Outlook for iOS](#)

---

**From:** Shirley Harbin <Shirley.Harbin@bellevue.net>  
**Sent:** Thursday, November 21, 2024 9:56:41 AM  
**To:** Larry Lampman <Larry.Lampman@bellevue.net>; Kurt Stroehrer <Kurt.Stroehrer@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Mark Blackburn <Mark.Blackburn@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>  
**Cc:** Susan Kluthe <Susan.Kluthe@bellevue.net>  
**Subject:** Event Review form for Christmas in Olde Towne

Sorry for the extremely short notice on this. Per City Code this event should be approved by City Council. We have just enough time to get this on the agenda for December 3<sup>rd</sup>.

PLEASE PLEASE send your review back as soon as possible. This event previously has gone to council, but it hasn't since 2019.

Thank you for your corporation.

*Kind Regards,*

Shirley R. Harbin  
Deputy City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Wk: (402) 293-3165  
Fax: (402) 293-3068



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

City of Bellevue  
Office of the City Clerk  
1500 Wall Street  
Bellevue, Nebraska  
68005  
(402) 293-3007

- Police Department
  - Sgt. Larry Lampman
  - Capt. Kurt Stroehler

- Parks Department
  - Jim Shada
  - Mark Blackburn

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: November 21, 2024

SUBJECT: Recommend approval of an Event Application for the Bellevue Community Foundation for Christmas in Olde Towne to be held on Saturday, December 14, 2024 from 4:00 p.m. to 8:00 p.m. (actual event 5:00 p.m. to 7:00 p.m.). The event will utilize Mission Avenue and Franklin Street and Washington Park.

Please make comments on the above request and return to Susan Kluthe, by **Monday, November 25, 2024**. I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

\_\_\_\_\_  
Signature or Fill in Your Name

\_\_\_\_\_  
Date



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

City of Bellevue  
Office of the City Clerk  
1500 Wall Street  
Bellevue, Nebraska  
68005  
(402) 293-3007

- Police Department
  - Sgt. Larry Lampman
  - Capt. Kurt Stroehler

- Parks Department
  - Jim Shada
  - Mark Blackburn

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: November 21, 2024

SUBJECT: Recommend approval of an Event Application for the Bellevue Community Foundation for Christmas in Olde Towne to be held on Saturday, December 14, 2024 from 4:00 p.m. to 8:00 p.m. (actual event 5:00 p.m. to 7:00 p.m.). The event will utilize Mission Avenue and Franklin Street and Washington Park.

Please make comments on the above request and return to Susan Kluthe, by, *Monday, November 25, 2024*. I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

Comments

No Comments

No issues or known conflicts with the event

Bobby Riggs

Signature or Fill in Your Name

Nov 20, 2024

Date



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

City of Bellevue  
Office of the City Clerk  
1500 Wall Street  
Bellevue, Nebraska  
68005  
(402) 293-3007

- Police Department
  - Sgt. Larry Lampman
  - Capt. Kurt Stroehrer

- Parks Department
  - Jim Shada
  - Mark Blackburn

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: November 21, 2024

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Comments

No Comments

No Issues

Jim Shada

Signature or Fill in Your Name

11.21.24

Date

## Shirley Harbin

---

**From:** Jim Shada  
**Sent:** Thursday, November 21, 2024 10:29 AM  
**To:** Shirley Harbin  
**Subject:** RE: Event Review form for Christmas in Olde Towne

No issues with the Parks & Recreation Departments!  
Thanks!

---

**From:** Shirley Harbin <Shirley.Harbin@bellevue.net>  
**Sent:** Thursday, November 21, 2024 9:57 AM  
**To:** Larry Lampman <Larry.Lampman@bellevue.net>; Kurt Stroehler <Kurt.Stroehler@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Mark Blackburn <Mark.Blackburn@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>  
**Cc:** Susan Kluthe <Susan.Kluthe@bellevue.net>  
**Subject:** Event Review form for Christmas in Olde Towne

Sorry for the extremely short notice on this. Per City Code this event should be approved by City Council. We have just enough time to get this on the agenda for December 3<sup>rd</sup>.

PLEASE PLEASE send your review back as soon as possible. This event previously has gone to council, but it hasn't since 2019.

Thank you for your corporation.

*Kind Regards,*

Shirley R. Harbin  
Deputy City Clerk  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Wk: (402) 293-3165  
Fax: (402) 293-3068

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/09/2024		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 2023-2024 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 FY23-24, the CDBG program expended a total of \$560,591.45; \$522,294.78 in CDBG entitlement funding and \$38,296.67 in CDBG coronavirus supplemental appropriation funding. Of the CDBG entitlement funding expended for projects, 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 13th, 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 NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Conduct a public hearing to obtain citizen input and approve the Resolution for the 2022-2023 CAPER.

ATTACHMENTS:

1. Resolution 2024-34	2. 2023-2024 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:

*Shirley B. Miller*  
*Jason G. Gandy*  
*Jeffrey L. ...*



# *City of Bellevue's* **2023-2024 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](http://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 2023-2024 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 2023-2024 CAPER summarizes the accomplishments and expenditures for the period of October 1, 2023, through September 30, 2024, 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). During the FY 2023, the City complete 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 five projects which received approval from the Bellevue City Council in August 2023. HUD approved the Action Plan and issued a funding agreement with Bellevue in March 2024. 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 November 2024. Habitat for Humanity was awarded funds for the Home Repair Program to assist low- and moderate-income

homeowners within the city limits with home repairs to address safety concerns. Following the award of funds, the project accepted applications from eligible homeowners and is currently proceeding with the first two participants in the program preparing a statement of work and completing environmental with anticipated completion of the activity in 2025. The City also awarded funds to BJS Sports Participation Assistance Program which provides assistance to children and youth from low- and moderate-income households to participated in organized sports. The program expended all funds that were award during the 2022 funding cycle and began utilizing 2023 funds in October 2024. The Lift Up Sarpy Bellevue Community Response assistane program works to address emergency needs of low-income residents in Bellevue through a vehicle repair program and emergency assistance fund. The program continues to provide assistance on a first-come, first-serve basis until funds are exhausted. In addition to activities funded in 2023, there were several activities from previous funding cycles that are working to expended funds and close out the activity. The Bellevue Volunteer Fire Department organization received funding to complete building improvements including parking, electrical and HVAC. The organization is working to select contractors that meet federal requirements including SAM registration. The Olde Towne Tavern received assistance to complete roof replace on the building located in Olde Towne Bellevue, but has not executed a subrecipient agreement therefore the activity will be canceled following the closeout period. The Housing Foundation for Sarpy County received assistance to acquire a vacant lot for the development of affordable housing. During the FY23, the Housing Foundation was able to purchase a lot and is work with the City to receive approved permitting for the project. The Housing Foundation for Sarpy County also has an active project for capacity building to build relationships with developers and funding agency to encourages the development of affordable and workforce housing in Bellevue. Eastern Nebraska Community Action Partnership (ENCAP) received assistance for the Bellevue Food Pantry to set up a food delivery service. The activity was completed during the fiscal year. ENCAP also received assistance for relocation of the food pantry to a new location to allow for expanded service. The CDBG funding would assist with new equipment following the purchase of the a new location.

**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 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: \$	Other	Other	1950	2511	128.77%	25	54	216.0%
Fair Housing Outreach	Non-Housing Community Development	CDBG: \$	Other	Other	1	0	0.00%			
Increase Affordable Housing Opportunities	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	2	1	50.00%	1	1	100.0%
Increase Affordable Housing Opportunities	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0	0.00%	4	0	0.00%

Increase Employment Opportunities	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	10	0	0.00%	10	18	180.0%
Increase Financial Literacy	Affordable Housing	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	25	0	0.00%			
Planning and Administration	Administration	CDBG: \$	Other	Other	5	4	80.00%	1	1	100.00%
Provide Community/Neighborhood Services	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	313	724	231.31%	30	0	0.00%
Public Facilities and Infrastructure Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1165	7346	630.56%	2175	2175	100.0%
Rehabilitation of Commercial Buildings	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	2	5	250.00%			

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 FY2023-2024 and assesses efforts to carry out the activities as described in the 2023 Action Plan. Of the \$1,000,983.90 in CDBG funds available during the program year, \$514,459.65 was expended. The total unexpended program balance of \$486,524.25 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 100% 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 2023 program year, all five activities selected by the City supported high priorities including: improvement to infrastructure to address safety and services would be addresses by the North Central Bellevue Sidewalk Improvement project; increased affordable housing opportunities would be addressed by the Habitat for Humanity Home Repair Program; BJSA Sports Participation Assistance Program and Lift Up Sarpy Bellevue Community Assistance program 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: Housing Foundation for Sarpy County (HFSC) has funding in the 2021 Land Purchase project for the development of affordable housing, COVID emergency housing assistance funding was funding in 2020, and 2022 funding for capacity building assistance project; BJSAP Participation Assistance Program for participation assistance; ENCAP Food Delivery Program and equipment purchase assistance for food pantry expansion; and business assistance projects including Marathon Building Rehabilitation, Olde Towne Tavern Roof Replacement project, and Bellevue Volunteer Fire Hall Facility Upgrades Phase II project.

Through the CDBG Coronavirus Supplemental Appropriation, the City has two activities remaining with funding that were fully expended in fiscal year 2023 including: Lift Up Sarpy COVID-19 Emergency Assistance funding and CDBG-CV Program Administration funds. During fiscal year 2023, a total of \$38,296.67 was expended which fully exhausted the program.

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	613
Black or African American	77
Asian	6
American Indian or American Native	3
Native Hawaiian or Other Pacific Islander	0
<b>Total</b>	<b>0</b>
Hispanic	8
Not Hispanic	605

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 (19) persons assisted. These additional numbers would make the Total families assisted by the City's CDBG programs to 729.

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, 24 were from female head of household families and 10 were from elderly 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	402,681	
Other	public - federal	0	

Table 3 - Resources Made Available

### Narrative

During the 2023 fiscal year, the City of Bellevue received an annual allocation of CDBG funding in the amount of \$ 357,623.00. 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 \$643,360.90. The table above illustrates the total amount of funding made available to the City of Bellevue during the FY2023-2024. The total amount of CDBG entitlement funds expended during the year was \$486,524.25. 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 \$38,296.67 during FY 2023. The City also expended a total of \$189,377.28 in CDBG-CV funding during FY 2020 and \$120,732.02 in FY 2021 and \$73,626.03 in FY 2022. 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	

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 five projects funded during the 2023 fiscal year, one had specific locations, North Bellevue Sidewalk Improvement Project which is located in a low-and moderate-income census tract. The Habitat for Humanity Home Repair Project will select sites based on applications received and are pending.

The remaining projects are public services activities and 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 2023 Action Plan, the projects which have planned leveraged funds to complete the identified activities were the Habitat for Humanity Home Repair Program, Lift Up Sarpy Bellevue Community Response, and BVFD Facility Upgrade Phase II projects are all open and continue to move forward with leveraged funds included in the final accomplishment report. During the 2023 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 2023-2024, subrecipients reported the following leveraged funds: Lift Up Sarpy Bellevue Emergency Assistance program, \$72,500.00; and, Housing Foundation for Sarpy County Capacity Building, \$10,000.00.

## 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
<b>Total</b>	<b>0</b>	<b>0</b>

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	4	0
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>4</b>	<b>0</b>

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 2023 program year, funds were allocated to one activity that supported housing projects in Bellevue: the Habitat for Humanity Home Repair Program, which will use assistance provided through CDBG to provided owner occupied housing

rehabilitation assistance to low- and moderate-income owner occupied housing structures in the city limits of Bellevue. The activity is still working towards completion along with one project funded during previous funding cycles –the Housing Foundation for Sarpy County’s mixed-use development project. Beneficiaries are shown in the PR03 and PR23 reports included in the attachments.

The City of Bellevue previously funded four activities that assisted with rental and mortgage assistance payments through the supplemental CDBG Coronavirus funding received through the CARES Act. The activities, Lift Up Sarpy COVID Assistance Program, 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 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	0	0
Moderate-income	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

**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 for Humanity Home Repair Program is pending completion and accomplishment reporting.

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 2023 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. Habitat for Humanity was provide funding to assist with address emergency housing rehabilitation needs.

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 Threshold Continuum of Care for the Homeless, previously known as Metropolitan Area Continuum of Care for Homeless, to assist with providing activities and projects directly to the homeless and other special needs populations.

During the 2023 program year, the City continued to work with 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 Threshold'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 2023, CDBG funds were provided to further expand the Bellevue Food Pantry by assisting with the purchase of new equipment to assist 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 works with Threshold and area non-profits 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 2023 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. Both activities remained open during the fiscal year 2023. 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 2023, the City of Bellevue continued to follow the affordable housing action plan that was develop and approved by Bellevue City Council in 2022 in accordance with 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.

Also during 2023, the City of Bellevue was award CDBG-DR funding through the State of Nebraska Department of Economic Development to prepare a housing resilience plan for Bellevue, Papillion and the extra-territorial jurisdiction. The City anticipates the planning will begin in January 2025 and be complete in the fall.

## **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 2023 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 2023. The City funded the Habitat for Humanity Home Repair Program which is available of poverty-level families living in a single family housing structure.

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 2023, 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. The CDBG Consolidated Plan was developed in conjunction with updates to the City's Comprehensive Plan that outlines development throughout the city limits. 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 Threshold to ensure the City is an active participant in the non-profits outreach efforts.

The City partners with the City of Omaha, City of Papillion, City of Council Bluffs, the Bellevue Housing Authority, and other housing authorities in the area to develop a regional approach to fair housing and homelessness efforts. By creating a regional approval, the City hopes to develop partnerships to create a comprehensive approach to address issues as they arise and create a collaborative approach to funding opportunities.

### **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 Statutes. 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 presented 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 13, 2024, 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](http://www.bellevue.net).

Following the public comment period, a public hearing was held on December 3, 2024, during the City Council regularly scheduled meeting and residents were provided the opportunity to submit verbal comments regarding the CAPER.

All comments received will be included with the final CAPER.

## **CR-45 - CDBG 91.520(c)**

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

As with other communities throughout the country, the City of Bellevue was faced with the coronavirus pandemic which delayed or brought to a 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

<b>Total Labor Hours</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Total Number of Activities	2	0	0	0	0
Total Labor Hours	5,361				
Total Section 3 Worker Hours	5,361				
Total Targeted Section 3 Worker Hours	0				

**Table 8 – Total Labor Hours**

<b>Qualitative Efforts - Number of Activities by Program</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
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.	1				
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 child care.					
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.					
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**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 two activity that were active in the 2023 fiscal year that would fall under the Section 3 rule: North Central Bellevue Sidewalk Project and the Bellevue Volunteer Fire Hall Facility Upgrade Phase II. The both activities remains open and are 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***

2023-2024 CAPER Resolution and Public Notice

**CITY OF BELLEVUE**  
**NOTICE OF PUBLIC HEARING AND AVAILABILITY OF THE**  
**2023-2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

TO ALL INTERESTED AGENCIES GROUPS AND INDIVIDUALS:

The City of Bellevue announces the availability of the draft 2023-2024 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 2023 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, 2023, through September 30, 2024. Copies may be viewed electronically on the on the City of Bellevue website at [www.bellevue.net](http://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 2023-2024 CAPER is scheduled for: Tuesday, December 3, 2024, 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 November 27, 2024. Questions, comments or suggestions are encouraged concerning the 2023-2024 CAPER and will be accepted until December 2, 2024. Any questions, comments or suggestions received during the comment period or during the public hearing on December 3, 2024, 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](mailto:abby.highland@outlook.com); or contact by phone at (402)293-3000. The approved 2023-2024 CAPER will be submitted to the U.S. Department of Housing and Urban Development on or before December 6, 2024.

**RESOLUTION 2024-**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE 2023-2024 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 3, 2024, 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 2023-2024 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 3<sup>rd</sup> day of December 2024.

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

(SEAL)

ATTEST:

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

# PR-26 CDBG Financial Summary Combined Reports



Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
 Integrated Disbursement and Information System  
 PR26 - CDBG Financial Summary Report  
 Program Year 2023  
 BELLEVUE , NE

DATE: 11-12-24  
 TIME: 13:46  
 PAGE: 1

PART I : SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	643,360.90
02 ENTITLEMENT GRANT	357,623.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,000,983.90

PART II : SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	461,679.11
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	461,679.11
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	52,780.54
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	7,835.13
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	522,294.78
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	478,689.12

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	311,679.11
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	150,000.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	461,679.11
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: 2023 PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	461,679.11
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	461,679.11
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	100.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	18,451.40
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	50,420.92
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	15,229.32
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	7,835.13
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	61,478.13
32 ENTITLEMENT GRANT	357,623.00
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)	357,623.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	17.19%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	52,780.54
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	71,793.29
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	74,573.83
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	357,623.00
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)	357,623.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	13.98%



Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
 Integrated Disbursement and Information System  
 PR26 - CDBG Financial Summary Report  
 Program Year 2023  
 BELLEVUE , NE

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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

Plan Year	IDIS Project	IDIS	Activity	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	1	67		Mixed Use Development - HFSC Properties II	01	LMH	\$150,000.00
					01	Matrix Code	\$150,000.00
Total							\$150,000.00

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	6926157	North Central Bellevue Sidewalk Improvements	03L	LMA	\$4,029.20
2023	1	81	6919863	North Central Bellevue Sidewalk Improvements	03L	LMA	\$36,604.63
2023	1	81	6926157	North Central Bellevue Sidewalk Improvements	03L	LMA	\$71,150.47
2023	1	81	6940645	North Central Bellevue Sidewalk Improvements	03L	LMA	\$30,445.34
2023	1	81	6945266	North Central Bellevue Sidewalk Improvements	03L	LMA	\$19,682.81
2023	1	81	6950922	North Central Bellevue Sidewalk Improvements	03L	LMA	\$3,869.25
2023	1	81	6953577	North Central Bellevue Sidewalk Improvements	03L	LMA	\$6,359.80
					03L	Matrix Code	\$172,141.50
2021	2	68	6945266	Bellevue Food Pantry Relocation Assistance	03Z	LMC	\$87,268.00
					03Z	Matrix Code	\$87,268.00
2022	4	75	6862863	BJSA Program Participation Assistance	05Z	LMC	\$390.00
2022	4	75	6898148	BJSA Program Participation Assistance	05Z	LMC	\$1,180.00
2022	4	75	6926157	BJSA Program Participation Assistance	05Z	LMC	\$1,310.00
2022	4	75	6959025	BJSA Program Participation Assistance	05Z	LMC	\$895.00
2022	5	76	6842388	Lift Up Sarpy Bellevue Community Assistance Program	05Z	LMC	\$10,205.93
2022	5	76	6872774	Lift Up Sarpy Bellevue Community Assistance Program	05Z	LMC	\$1,248.39
2023	4	84	6932322	Lift Up Family Assistance Program	05Z	LMC	\$3,222.08
					05Z	Matrix Code	\$18,451.40
2022	6	79	6872774	Housing Development Capacity Building Assistance	19C	LMH	\$12,181.82
2022	6	79	6905808	Housing Development Capacity Building Assistance	19C	LMH	\$9,272.74
2022	6	79	6926157	Housing Development Capacity Building Assistance	19C	LMH	\$12,363.65
					19C	Matrix Code	\$33,818.21
Total							\$311,679.11

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
2022	4	75	6862863	No	BJSA Program Participation Assistance	B22MC310003	EN	05Z	LMC	\$390.00
2022	4	75	6898148	No	BJSA Program Participation Assistance	B22MC310003	EN	05Z	LMC	\$1,180.00
2022	4	75	6926157	No	BJSA Program Participation Assistance	B22MC310003	EN	05Z	LMC	\$1,310.00
2022	4	75	6959025	No	BJSA Program Participation Assistance	B22MC310003	EN	05Z	LMC	\$895.00
2022	5	76	6842388	No	Lift Up Sarpy Bellevue Community Assistance Program	B22MC310003	EN	05Z	LMC	\$10,205.93
2022	5	76	6872774	No	Lift Up Sarpy Bellevue Community Assistance Program	B22MC310003	EN	05Z	LMC	\$1,248.39
2023	4	84	6932322	No	Lift Up Family Assistance Program	B23MC310003	EN	05Z	LMC	\$3,222.08
								05Z	Matrix Code	\$18,451.40
Total										\$18,451.40

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

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	5	41	6833768	Program Administration	21A		\$247.80
2018	5	41	6842388	Program Administration	21A		\$651.75
2018	5	41	6847177	Program Administration	21A		\$861.37
2018	5	41	6855203	Program Administration	21A		\$187.00



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	5	41	6862863	Program Administration	21A		\$592.60
2018	5	41	6868382	Program Administration	21A		\$53.44
2018	5	41	6872774	Program Administration	21A		\$835.76
2018	5	41	6879643	Program Administration	21A		\$440.85
2018	5	41	6884155	Program Administration	21A		\$902.50
2018	5	41	6898148	Program Administration	21A		\$26.38
2020	10	62	6833768	Program Administration	21A		\$258.07
2020	10	62	6842388	Program Administration	21A		\$560.90
2020	10	62	6847177	Program Administration	21A		\$556.48
2020	10	62	6855203	Program Administration	21A		\$159.55
2020	10	62	6862863	Program Administration	21A		\$613.50
2020	10	62	6872774	Program Administration	21A		\$524.88
2020	10	62	6879643	Program Administration	21A		\$277.27
2020	10	62	6884155	Program Administration	21A		\$849.06
2020	10	62	6888326	Program Administration	21A		\$112.00
2020	10	62	6898148	Program Administration	21A		\$799.73
2020	10	62	6901451	Program Administration	21A		\$296.21
2020	10	62	6905808	Program Administration	21A		\$449.84
2020	10	62	6909736	Program Administration	21A		\$45.99
2020	10	62	6916267	Program Administration	21A		\$303.82
2020	10	62	6919863	Program Administration	21A		\$735.24
2021	6	72	6833768	Program Administration	21A		\$134.90
2021	6	72	6842388	Program Administration	21A		\$537.21
2021	6	72	6847177	Program Administration	21A		\$814.61
2021	6	72	6855203	Program Administration	21A		\$338.03
2021	6	72	6862863	Program Administration	21A		\$1,247.45
2021	6	72	6872774	Program Administration	21A		\$948.81
2021	6	72	6879643	Program Administration	21A		\$338.46
2021	6	72	6884155	Program Administration	21A		\$914.38
2021	6	72	6898148	Program Administration	21A		\$807.09
2021	6	72	6901451	Program Administration	21A		\$296.21
2021	6	72	6905808	Program Administration	21A		\$473.03
2021	6	72	6916267	Program Administration	21A		\$160.18
2021	6	72	6919863	Program Administration	21A		\$909.75
2021	6	72	6926157	Program Administration	21A		\$831.56
2021	6	72	6940645	Program Administration	21A		\$2,155.54
2021	6	72	6959025	Program Administration	21A		\$799.54
2022	7	80	6833768	Program Administration	21A		\$372.45
2022	7	80	6842388	Program Administration	21A		\$1,011.20
2022	7	80	6847177	Program Administration	21A		\$1,558.47
2022	7	80	6855203	Program Administration	21A		\$338.03
2022	7	80	6862863	Program Administration	21A		\$1,262.79
2022	7	80	6872774	Program Administration	21A		\$876.14
2022	7	80	6879643	Program Administration	21A		\$487.62
2022	7	80	6884155	Program Administration	21A		\$1,727.81
2022	7	80	6898148	Program Administration	21A		\$1,064.31
2022	7	80	6901451	Program Administration	21A		\$307.02
2022	7	80	6905808	Program Administration	21A		\$677.08
2022	7	80	6916267	Program Administration	21A		\$142.21
2022	7	80	6919863	Program Administration	21A		\$1,147.80
2022	7	80	6926157	Program Administration	21A		\$898.63
2022	7	80	6940645	Program Administration	21A		\$1,908.82
2022	7	80	6959025	Program Administration	21A		\$936.68
2023	5	85	6898148	Program Administration	21A		\$309.61
2023	5	85	6905808	Program Administration	21A		\$2,012.68
2023	5	85	6916267	Program Administration	21A		\$541.26
2023	5	85	6919863	Program Administration	21A		\$3,003.21
2023	5	85	6926157	Program Administration	21A		\$3,037.13
2023	5	85	6940645	Program Administration	21A		\$5,259.57
2023	5	85	6959025	Program Administration	21A		\$851.28
					21A	Matrix Code	\$52,780.54
<b>Total</b>							<b>\$52,780.54</b>



**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	372,032.00
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	50,000.00
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	422,032.00
09 UNEXPENDED BALANCE (LINE 04 - LINE8 )	0.00

**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	372,032.00
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	372,032.00
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	372,032.00
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

**PART IV: PUBLIC SERVICE (PS) CALCULATIONS**

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	372,032.00
17 CDBG-CV GRANT	422,032.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	88.15%

**PART V: PLANNING AND ADMINISTRATION (PA) CAP**

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	50,000.00
20 CDBG-CV GRANT	422,032.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	11.85%



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	\$4,110.28	
			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	
			6842388	Lift Up Sarpy Bellevue Community Assistance Program - CDBG Coronavirus	05Z	LMC	\$2,153.42	
			6872774	Lift Up Sarpy Bellevue Community Assistance Program - CDBG Coronavirus	05Z	LMC	\$21,689.30	
<b>Total</b>							<b>\$372,032.00</b>	

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



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount	
2019	13	49	6553547	COB COVID-19 Homeless Prevention Project	05Q	LMC	\$274.67	
		50	6459982	HFS COVID-19 Housing Prevention Project	05Q	LMC	\$44,719.94	
	14		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	
			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	
			6842388	Lift Up Sarpy Bellevue Community Assistance Program - CDBG Coronavirus	05Z	LMC	\$2,153.42	
			6872774	Lift Up Sarpy Bellevue Community Assistance Program - CDBG Coronavirus	05Z	LMC	\$21,689.30	
<b>Total</b>							<b>\$372,032.00</b>	

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			



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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2019	16	52	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		\$541.25
			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
			6842388	CDBG-CV R3 Program Administration	21A		\$1,188.95
			6847177	CDBG-CV R3 Program Administration	21A		\$1,554.90
			6855203	CDBG-CV R3 Program Administration	21A		\$338.02
			6862863	CDBG-CV R3 Program Administration	21A		\$1,416.16
			6872774	CDBG-CV R3 Program Administration	21A		\$851.91
			6879643	CDBG-CV R3 Program Administration	21A		\$476.13
			6884155	CDBG-CV R3 Program Administration	21A		\$1,543.75
			6898148	CDBG-CV R3 Program Administration	21A		\$1,695.35
			6901451	CDBG-CV R3 Program Administration	21A		\$643.36
			6905808	CDBG-CV R3 Program Administration	21A		\$1,024.87
			6916267	CDBG-CV R3 Program Administration	21A		\$313.42
			6919863	CDBG-CV R3 Program Administration	21A		\$1,677.49
			6926157	CDBG-CV R3 Program Administration	21A		\$1,029.43
			6940645	CDBG-CV R3 Program Administration	21A		\$247.12
<b>Total</b>							<b>\$50,000.00</b>

PR26 - Activity Summary by Selected Grant

Date Generated: 11/12/2024

Grantee: BELLEVUE

Grant Year: 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015

Formula and Competitive Grants only, CARES Act Grants only

Total Grant Amount for CDBG 2023 Grant year B23MC310003 Grant Number = \$357,623.00														
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	2023	B23MC310003	Administrative And Planning	21A		85	No	Open	\$50,000.00	\$15,014.74		\$50,000.00	\$15,014.74
				Total Administrative And Planning						\$50,000.00	\$15,014.74	4.20%	\$50,000.00	\$15,014.74
NE	BELLEVUE	2023	B23MC310003	Housing	14A	LMH	82	No	Open	\$50,000.00	\$0.00		\$50,000.00	
				Total Housing						\$50,000.00	\$0.00	0.00%	\$50,000.00	\$0.00
NE	BELLEVUE	2023	B23MC310003	Public Improvements	03L	LMA	81	No	Open	\$202,220.51	\$121,757.81		\$249,038.00	\$168,575.30
				Total Public Improvements						\$202,220.51	\$121,757.81	34.05%	\$249,038.00	\$168,575.30
NE	BELLEVUE	2023	B23MC310003	Public Services	05Z	LMC	83	No	Open	\$6,000.00	\$0.00		\$6,000.00	
NE	BELLEVUE	2023	B23MC310003	Public Services	05Z	LMC	84	No	Open	\$47,643.00	\$3,222.08		\$47,643.00	\$3,222.08
				Non CARES Related Public Services						\$53,643.00	\$3,222.08	0.90%	\$53,643.00	\$3,222.08
				Total 2023						\$355,863.51	\$139,994.63	39.15%	\$402,681.00	\$186,812.12
Total Grant Amount for CDBG 2022 Grant year B22MC310003 Grant Number = \$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	\$22,407.30		\$50,000.00	\$22,407.30
				Total Administrative And Planning						\$50,000.00	\$22,407.30	6.34%	\$50,000.00	\$22,407.30
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	\$33,818.21		\$40,000.00	\$33,818.21
				Total Other						\$40,000.00	\$33,818.21	9.58%	\$40,000.00	\$33,818.21
NE	BELLEVUE	2022	B22MC310003	Public Improvements	03L	LMA	73	No	Open	\$125,327.43	\$125,327.43		\$178,152.00	\$178,152.00
				Total Public Improvements						\$125,327.43	\$125,327.43	35.49%	\$178,152.00	\$178,152.00

NE	BELLEVUE	2022	B22MC310003	Public Services	05Z	LMC	75	No	Open	\$6,000.00	\$6,000.00		\$6,000.00	\$6,000.00
NE	BELLEVUE	2022	B22MC310003	Public Services	05Z	LMC	76	No	Open	\$42,593.00	\$42,593.00		\$42,593.00	\$42,593.00
Non CARES Related Public Services										\$48,593.00	\$48,593.00	13.76%	\$48,593.00	\$48,593.00
Total 2022										\$353,161.00	\$252,317.51	71.45%	\$421,814.00	\$320,970.51

Total Grant Amount for CDBG 2021 Grant year B21MC310003 Grant Number = \$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	LMH	67	No	Open	\$150,000.00	\$150,000.00		\$150,000.00	\$150,000.00
Total Acquisition										\$150,000.00	\$150,000.00	44.73%	\$150,000.00	\$150,000.00
NE	BELLEVUE	2021	B21MC310003	Administrative And Planning	21A		72	No	Open	\$45,000.00	\$35,784.67		\$45,000.00	\$35,784.67
Total Administrative And Planning										\$45,000.00	\$35,784.67	10.67%	\$45,000.00	\$35,784.67
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
NE	BELLEVUE	2021	B21MC310003	Public Improvements	03L	LMA	81	No	Open	\$678.66	\$678.66		\$249,038.00	\$168,575.30
NE	BELLEVUE	2021	B21MC310003	Public Improvements	03Z	LMC	68	No	Open	\$63,959.08	\$59,950.08		\$240,080.00	\$236,071.00
Total Public Improvements										\$80,360.00	\$76,351.00	22.77%	\$504,840.26	\$420,368.56
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										\$335,360.00	\$322,135.67	96.06%	\$759,840.26	\$666,153.23

Total Grant Amount for CDBG 2020 Grant year B20MC310003 Grant Number = \$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	Administrative And Planning	21A		62	No	Open	\$49,947.00	\$49,947.00		\$49,947.00	\$49,947.00
Total Administrative And Planning										\$49,947.00	\$49,947.00	14.49%	\$49,947.00	\$49,947.00
NE	BELLEVUE	2020	B20MC310003	Economic Development	14E	LMA	59	No	Cancel	\$0.00	\$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	03L	LMA	81	No	Open	\$46,138.50	\$46,138.50		\$249,038.00	\$168,575.30	
NE	BELLEVUE	2020	B20MC310003	Public Improvements	03Z	LMA	57	No	Completed	\$19,439.00	\$19,439.00		\$19,439.00	\$19,439.00	
NE	BELLEVUE	2020	B20MC310003	Public Improvements	03Z	LMC	68	No	Open	\$22,171.57	\$22,171.57		\$240,080.00	\$236,071.00	
										Total Public Improvements	\$87,749.07	\$87,749.07	25.46%	\$508,557.00	\$424,085.30
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 Grant Amount for CDBG-CV 2020 Grant year B20MW310003 Grant Number = \$422,032.00															
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	B20MW310003	Administrative And Planning	21A		52	Yes	Completed	\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00	
NE	BELLEVUE	2020	B20MW310003	Administrative And Planning	21A		66	Yes	Open	\$35,000.00	\$35,000.00		\$35,000.00	\$35,000.00	
										Total Administrative And Planning	\$50,000.00	\$50,000.00	11.85%	\$50,000.00	\$50,000.00
NE	BELLEVUE	2020	B20MW310003	Public Services	05A	LMC	65	Yes	Cancel	\$0.00	\$0.00		\$0.00	\$0.00	
NE	BELLEVUE	2020	B20MW310003	Public Services	05Q	LMC	49	Yes	Completed	\$20,000.00	\$20,000.00		\$20,000.00	\$20,000.00	
NE	BELLEVUE	2020	B20MW310003	Public Services	05Q	LMC	50	Yes	Completed	\$121,150.00	\$121,150.00		\$121,150.00	\$121,150.00	
NE	BELLEVUE	2020	B20MW310003	Public Services	05Q	LMC	63	Yes	Completed	\$145,479.00	\$145,479.00		\$145,479.00	\$145,479.00	
NE	BELLEVUE	2020	B20MW310003	Public Services	05W	LMC	51	Yes	Completed	\$46,592.00	\$46,592.00		\$46,592.00	\$46,592.00	
NE	BELLEVUE	2020	B20MW310003	Public Services	05Z	LMC	64	Yes	Completed	\$8,904.00	\$8,904.00		\$8,904.00	\$8,904.00	
NE	BELLEVUE	2020	B20MW310003	Public Services	05Z	LMC	77	Yes	Open	\$29,907.00	\$29,907.00		\$29,907.00	\$29,907.00	
										CARES Related Public Services	\$372,032.00	\$372,032.00	88.15%	\$372,032.00	\$372,032.00
										Total 2020	\$766,622.00	\$766,622.00	100.00%	\$1,209,601.50	\$1,125,129.80

Total Grant Amount for CDBG 2019 Grant year B19MC310003 Grant Number = \$355,531.00															
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)	
NE	BELLEVUE	2019	B19MC310003	Acquisition	01	LMH	42	No	Completed	\$22,000.00	\$22,000.00		\$22,000.00	\$22,000.00	
										Total Acquisition	\$22,000.00	\$22,000.00	6.19%	\$22,000.00	\$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	\$178,152.00
NE	BELLEVUE	2019	B19MC310003	Public Improvements	03L	LMA	81	No	Open	\$0.33	\$0.33		\$249,038.00	\$168,575.30
NE	BELLEVUE	2019	B19MC310003	Public Improvements	03Z	LMC	68	No	Open	\$71,429.35	\$71,429.35		\$240,080.00	\$236,071.00
Total Public Improvements										\$260,531.00	\$260,531.00	73.28%	\$1,075,719.67	\$991,247.97
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										\$355,531.00	\$355,531.00	100.00%	\$1,170,719.67	\$1,086,247.97

Total Grant Amount for CDBG 2018 Grant year B18MC310003 Grant Number = \$356,838.00

State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2018	B18MC310003	Administrative And Planning	21A		41	No	Completed	\$40,000.00	\$40,000.00		\$40,000.00	\$40,000.00
Total Administrative And Planning										\$40,000.00	\$40,000.00	11.21%	\$40,000.00	\$40,000.00
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	
NE	BELLEVUE	2018	B18MC310003	Public Improvements	03Z	LMC	68	No	Open	\$82,520.00	\$82,520.00		\$240,080.00	\$236,071.00
Total Public Improvements										\$312,533.00	\$312,533.00	87.58%	\$764,413.67	\$760,404.67
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										\$356,838.00	\$356,838.00	100.00%	\$808,718.67	\$804,709.67

Total Grant Amount for CDBG 2017 Grant year B17MC310003 Grant Number = \$318,561.00

State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2017	B17MC310003	Acquisition	01	LMH	31	No	Completed	\$12,522.43	\$12,522.43		\$12,522.43	\$12,522.43
Total Acquisition										\$12,522.43	\$12,522.43	3.93%	\$12,522.43	\$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	\$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	\$178,152.00
NE	BELLEVUE	2017	B17MC310003	Public Improvements	03Z	LMC	68	No	Open	\$0.00	\$0.00		\$240,080.00	\$236,071.00
Total Public Improvements										\$208,258.57	\$208,258.57	65.37%	\$872,462.67	\$868,453.67
NE	BELLEVUE	2017	B17MC310003	Public Services	05Z	LMC	33	No	Completed	\$8,000.00	\$8,000.00		\$8,000.00	\$8,000.00
NE	BELLEVUE	2017	B17MC310003	Public Services	05Z	LMC	34	No	Completed	\$39,780.00	\$39,780.00		\$39,780.00	\$39,780.00
Non CARES Related Public Services										\$47,780.00	\$47,780.00	15.00%	\$47,780.00	\$47,780.00
Total 2017										\$318,561.00	\$318,561.00	100.00%	\$1,020,765.10	\$1,016,756.10

**Total Grant Amount for CDBG 2016 Grant year B16MC310003 Grant Number = \$298,768.00**

State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2016	B16MC310003	Administrative And Planning	21A		30	No	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	\$178,152.00
NE	BELLEVUE	2016	B16MC310003	Public Improvements	03Z	LMC	68	No	Open	\$0.00	\$0.00		\$240,080.00	\$236,071.00
Total Public Improvements										\$163,159.54	\$163,159.54	54.61%	\$879,226.00	\$875,217.00
NE	BELLEVUE	2016	B16MC310003	Public Services	05Z	LMC	28	No	Completed	\$15,360.00	\$15,360.00		\$15,360.00	\$15,360.00

Non CARES Related Public Services	\$15,360.00	\$15,360.00	5.14%	\$15,360.00	\$15,360.00
Total 2016	\$298,768.00	\$298,768.00	100.00%	\$1,052,834.46	\$1,048,825.46

Total Grant Amount for CDBG 2015 Grant year B15MC310003 Grant Number = \$287,729.00														
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	2015	B15MC310003	Administrative And Planning	21A		25	No	Completed	\$45,286.00	\$45,286.00		\$50,000.00	\$50,000.00
Total Administrative And Planning										\$45,286.00	\$45,286.00	15.74%	\$50,000.00	\$50,000.00
NE	BELLEVUE	2015	B15MC310003	Economic Development	14E	LMA	24	No	Completed	\$46,687.34	\$46,687.34		\$46,687.34	\$46,687.34
Total Economic Development										\$46,687.34	\$46,687.34	16.23%	\$46,687.34	\$46,687.34
NE	BELLEVUE	2015	B15MC310003	Housing	14A	LMH	23	No	Completed	\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00
Total Housing										\$100,000.00	\$100,000.00	34.75%	\$100,000.00	\$100,000.00
NE	BELLEVUE	2015	B15MC310003	Public Improvements	03K	LMA	38	No	Completed	\$3,312.00	\$3,312.00		\$255,087.00	\$255,087.00
NE	BELLEVUE	2015	B15MC310003	Public Improvements	03K	LMA	43	No	Completed	\$0.66	\$0.66		\$139,203.00	\$139,203.00
NE	BELLEVUE	2015	B15MC310003	Public Improvements	03L	LMA	21	No	Completed	\$60,943.00	\$60,943.00		\$60,943.00	\$60,943.00
NE	BELLEVUE	2015	B15MC310003	Public Improvements	03Z	LMC	22	No	Completed	\$31,500.00	\$31,500.00		\$31,500.00	\$31,500.00
Total Public Improvements										\$95,755.66	\$95,755.66	33.28%	\$486,733.00	\$486,733.00
Total 2015										\$287,729.00	\$287,729.00	100.00%	\$683,420.34	\$683,420.34
Grand Total										\$3,428,433.51	\$3,098,496.81	90.33%	\$7,530,395.00	\$6,939,025.20

## PR-23 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)	1	\$150,000.00	0	\$0.00	1	\$150,000.00
	Total Acquisition	1	\$150,000.00	0	\$0.00	1	\$150,000.00
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)	1	\$0.00	1	\$0.00	2	\$0.00
	Total Housing	1	\$0.00	1	\$0.00	2	\$0.00
Public Facilities and Improvements	Sidewalks (03L)	2	\$172,141.50	0	\$0.00	2	\$172,141.50
	Other Public Improvements Not Listed in 03A-03S (03Z)	1	\$87,268.00	0	\$0.00	1	\$87,268.00
	Total Public Facilities and Improvements	3	\$259,409.50	0	\$0.00	3	\$259,409.50
Public Services	Subsistence Payment (05Q)	0	\$0.00	1	\$0.00	1	\$0.00
	Food Banks (05W)	0	\$0.00	1	\$0.00	1	\$0.00
	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	5	\$42,294.12	0	\$0.00	5	\$42,294.12
	Total Public Services	5	\$42,294.12	2	\$0.00	7	\$42,294.12
General Administration and Planning	General Program Administration (21A)	5	\$62,435.04	1	\$4,799.45	6	\$67,234.49
	Total General Administration and Planning	5	\$62,435.04	1	\$4,799.45	6	\$67,234.49
Other	CDBG Non-profit Organization Capacity Building (19C)	1	\$33,818.21	0	\$0.00	1	\$33,818.21
	Total Other	1	\$33,818.21	0	\$0.00	1	\$33,818.21
Grand Total		18	\$547,956.87	5	\$4,799.45	23	\$552,756.32



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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	0	0
	Total Acquisition		0	0	0
Economic Development	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)	Business	865	0	865
	ED Direct Financial Assistance to For-Profits (18A)	Jobs	0	18	18
	Total Economic Development		865	18	883
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	0	1	1
	Total Housing		0	1	1
Public Facilities and Improvements	Sidewalks (03L)	Persons	3,195	0	3,195
	Other Public Improvements Not Listed in 03A-03S (03Z)	Public Facilities	0	0	0
	Total Public Facilities and Improvements		3,195	0	3,195
Public Services	Subsistence Payment (05Q)	Persons	0	147	147
	Food Banks (05W)	Persons	0	782	782
	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	Persons	164	0	164
	Total Public Services		164	929	1,093
Other	CDBG Non-profit Organization Capacity Building (19C)	Organizations	0	0	0
	Total Other		0	0	0
Grand Total			4,224	948	5,172



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	Black/African American	0	0	1	0
	Total Housing	0	0	1	0
Non Housing	White	613	63	0	0
	Black/African American	77	0	0	0
	Asian	6	0	0	0
	American Indian/Alaskan Native	3	0	0	0
	Black/African American & White	11	0	0	0
	Other multi-racial	19	1	0	0
	Total Non Housing	729	64	0	0
Grand Total	White	613	63	0	0
	Black/African American	77	0	1	0
	Asian	6	0	0	0
	American Indian/Alaskan Native	3	0	0	0
	Black/African American & White	11	0	0	0
	Other multi-racial	19	1	0	0
	Total Grand Total	729	64	1	0



BELLEVUE

CDBG and CDBG-CV Beneficiaries by Income Category [\(Click here to view activities\)](#)

	Income Levels	Owner Occupied	Renter Occupied	Persons
Non Housing	Extremely Low (<=30%)	0	0	48
	Low (>30% and <=50%)	0	0	53
	Mod (>50% and <=80%)	0	0	5
	Total Low-Mod	0	0	106
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	0	0	106

## PR-06 Summary of Consolidated Plan Projects

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	
2023 1	North Central Bellevue Sidewalk Improvements	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.	CDBG	\$249,038.00	\$249,038.00	\$168,112.30	\$80,925.70	\$168,112.30
2	Habitat for Humanity Home Repair Program	The proposed project will assist with emergency housing rehabilitation on four structures for owner occupied housing units that meet income requirements.	CDBG	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00	\$0.00
3	BJSA Program Participation Assistance	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 BJSA. The assistance covers registration fees and equipment fees required to participate in the specific sports program.	CDBG	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00	\$0.00
4	Lift Up Family Assistance Program	The proposed project will support the Bellevue Community Assistance for Family Needs which provides assistance through the Car Match program, childcare/education assistance, financial classes and a program coordinator.	CDBG	\$47,643.00	\$47,643.00	\$3,222.08	\$44,420.92	\$3,222.08
5	Program Administration	The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.	CDBG	\$50,000.00	\$50,000.00	\$15,014.74	\$34,985.26	\$15,014.74

## PR-03 CDBG Activity Summary Report



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**PGM Year:** 2018  
**Project:** 0005 - Program Administration  
**IDIS Activity:** 41 - Program Administration  
**Status:** Completed 5/16/2024 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:** 02/04/2019

**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	\$4,799.45	\$40,000.00
<b>Total</b>	<b>Total</b>			<b>\$40,000.00</b>	<b>\$4,799.45</b>	<b>\$40,000.00</b>

**Proposed Accomplishments**

**Actual Accomplishments**

<i>Number assisted:</i>	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	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		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



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Female-headed Households:

0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
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	\$0.00	\$15,828.43
		2022	B22MC310003	\$22,171.57	\$0.00	\$22,171.57
<b>Total</b>	<b>Total</b>			<b>\$38,000.00</b>	<b>\$0.00</b>	<b>\$38,000.00</b>

**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
<b>Total:</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>
Female-headed Households:	0		0		0			

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
<b>Total</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>
Percent Low/Mod	100.0%		100.0%	

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
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:** 0003 - ENCAP Food Delivery Program  
**IDIS Activity:** 55 - ENCAP Food Delivery Program

Status: Completed 10/5/2023 12:00:00 AM      Objective: Create suitable living environments  
 Location: 1908 Hancock St Bellevue, NE 68005-3427      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	\$0.00	\$56,298.00
<b>Total</b>	<b>Total</b>			<b>\$56,298.00</b>	<b>\$0.00</b>	<b>\$56,298.00</b>

**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
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>469</b>	<b>23</b>

Female-headed Households: 0 0 0 0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
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**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefiting</b>
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:** 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
<b>Total</b>	<b>Total</b>			<b>\$98,919.50</b>	<b>\$0.00</b>	<b>\$98,919.50</b>

**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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<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>12</b>	
Female-headed Households:	0		0		0				
<i>Income Category:</i>									
	<b>Owner</b>	<b>Renter</b>	<b>Total</b>						<b>Person</b>
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**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
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	\$6,542.54	\$49,947.00
<b>Total</b>	<b>Total</b>			<b>\$49,947.00</b>	<b>\$6,542.54</b>	<b>\$49,947.00</b>

**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		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



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Female-headed Households:

0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
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: Completed 10/6/2023 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:** 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	\$0.00	\$145,479.00
<b>Total</b>	<b>Total</b>			<b>\$145,479.00</b>	<b>\$0.00</b>	<b>\$145,479.00</b>

**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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<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>107</b>	<b>24</b>	
Female-headed Households:	0		0		0				
<i>Income Category:</i>									
	<b>Owner</b>	<b>Renter</b>	<b>Total</b>						<b>Person</b>
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**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
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	\$14,453.95	\$35,000.00
<b>Total</b>	<b>Total</b>			<b>\$35,000.00</b>	<b>\$14,453.95</b>	<b>\$35,000.00</b>

**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		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



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Female-headed Households:

0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
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	\$150,000.00	\$150,000.00
<b>Total</b>	<b>Total</b>			<b>\$150,000.00</b>	<b>\$150,000.00</b>	<b>\$150,000.00</b>

**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
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



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Female-headed Households: 0 0 0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
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**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
2023	The City of Bellevue assisted the Housing Foundation of Sarpy County with the purchase of a lot for affordable housing development. HFSC identified a lot for purchase and requested Bellevue complete an environmental review for the property. The environmental review was complete in July 2023. HFSC's purchase of the lot was closed on September 20, 2023. Since closing on the purchase of the property, HFSC has been working to develop a site plan and zoning requirements for the property. The project continues to make progress moving forward with development.	



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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:** Other Public Improvements Not Listed  
**National Objective:** LMC  
 in 03A-03S (03Z)

**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	\$82,520.00	\$82,520.00
		2019	B19MC310003	\$71,429.35	\$4,748.00	\$4,748.00
		2020	B20MC310003	\$22,171.57	\$0.00	\$0.00
		2021	B21MC310003	\$63,959.08	\$0.00	\$0.00
<b>Total</b>	<b>Total</b>			<b>\$240,080.00</b>	<b>\$87,268.00</b>	<b>\$87,268.00</b>

**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
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Female-headed Households: 0 0 0 0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
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**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefiting</b>
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.	
2023	ENCAP purchased the Bellevue Public Library building on November 20, 2023. At the time, the City of Bellevue was in the process of renovating a new location for the library which faced delays. Once ENCAP was able to take possession of the building, they determine CDBG funding was needed to purchase equipment for the new food pantry location including large commercial refrigerators and coolers, a generator, and electrical package to ensure the successful expansion and uninterrupted service of the food pantry for the growing need. ENCAP prepared specifications for the needed equipment and gathered bids.	



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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	\$11,706.75	\$35,784.67
<b>Total</b>	<b>Total</b>			<b>\$45,000.00</b>	<b>\$11,706.75</b>	<b>\$35,784.67</b>

**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		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



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Female-headed Households:

0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
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  
**Project:** 0001 - North Central Bellevue Sidewalk Improvements  
**IDIS Activity:** 73 - North Central Bellevue Sidewalk Improvements  
**Status:** Open  
**Location:** 4100 Valley View Ave Bellevue, NE 68147-1064  
**Objective:** Create suitable living environments  
**Outcome:** Availability/accessibility  
**Matrix Code:** Sidewalks (03L) **National Objective:** LMA

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

**Initial Funding Date:** 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	\$0.00	\$9,694.00
		2017	B17MC310003	\$12,477.57	\$0.00	\$12,477.57
		2019	B19MC310003	\$30,653.00	\$0.00	\$30,653.00
		2022	B22MC310003	\$125,327.43	\$4,029.20	\$125,327.43
<b>Total</b>	<b>Total</b>			<b>\$178,152.00</b>	<b>\$4,029.20</b>	<b>\$178,152.00</b>

**Proposed Accomplishments**  
 People (General) : 2,175  
 Total Population in Service Area: 2,175  
 Census Tract Percent Low / Mod: 63.91

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefiting
2022	The project included completion of sidewalks in North Central Bellevue. The City completed a request for sealed bids in March 2023. The lowest responsible, responsible bidder was selected and a contract was awarded in April 2023 and a reconstruction meeting followed in May 2023. Construction began at the end of May and was completed by July with punch list items following. The project was officially completed and all paperwork submitted in November 2023.	



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<b>PGM Year:</b>	2022	<b>Objective:</b>	Create suitable living environments
<b>Project:</b>	0002 - BVFD Facility Upgrade Project II	<b>Outcome:</b>	Availability/accessibility
<b>IDIS Activity:</b>	74 - BVFD Facility Upgrade Project II	<b>Matrix Code:</b>	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)
<b>Status:</b>	Open	<b>National Objective:</b>	LMA
<b>Location:</b>	2108 Franklin St Bellevue, NE 68005-5058		

**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
<b>Total</b>	<b>Total</b>			<b>\$40,069.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Proposed Accomplishments**

- Businesses : 1
- Total Population in Service Area: 865
- Census Tract Percent Low / Mod: 80.35

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2023	BVFD began completed a request for bids in March 2024. In May, bids were reviewed, and selections made, and BVFD began working with contractors to meet all the HUD federal requirements for the project. Of the three contractors selected, two contractors were not registered in the System for Award Management database. The contractors were encouraged to complete the SAM registration and BVFD allotted time for the process, but UEI have not been obtained. The City of Bellevue has assisted BVFD with support and help to walk the contractors through the process. The City follows up regularly with BVFD and has successful registered one contractor in SAM.gov. Work continues to assist the remaining contractors with the registration process. Once contractors have obtained a UEI number, the City will issue a Notice to Proceed for the project. A contract for the parking improvements was awarded in May 2024 with work beginning in August 2024.	



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<b>PGM Year:</b>	2022	<b>Objective:</b>	Create suitable living environments
<b>Project:</b>	0004 - BJSJ Program Participation Assistance	<b>Outcome:</b>	Availability/accessibility
<b>IDIS Activity:</b>	75 - BJSJ Program Participation Assistance	<b>Matrix Code:</b>	Other Public Services Not Listed in 05A-05Y, 03T (05Z)
<b>Status:</b>	Open	<b>National Objective:</b>	LMC
<b>Location:</b>	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	\$3,775.00	\$6,000.00
<b>Total</b>	<b>Total</b>			<b>\$6,000.00</b>	<b>\$3,775.00</b>	<b>\$6,000.00</b>

**Proposed Accomplishments**

People (General) : 10

**Actual Accomplishments**

*Number assisted:*

	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	12	0
Black/African American:	0	0	0	0	0	0	13	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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<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>31</b>	<b>0</b>	
Female-headed Households:	0		0		0				
<i>Income Category:</i>									
	<b>Owner</b>	<b>Renter</b>	<b>Total</b>						<b>Person</b>
Extremely Low	0	0	0						15
Low Mod	0	0	0						10
Moderate	0	0	0						3
Non Low Moderate	0	0	0						0
Total	0	0	0						28
Percent Low/Mod									100.0%

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
2022		
2023		



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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	\$11,454.32	\$42,593.00
<b>Total</b>	<b>Total</b>			<b>\$42,593.00</b>	<b>\$11,454.32</b>	<b>\$42,593.00</b>

**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	2
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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<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33</b>	<b>2</b>
Female-headed Households:	0		0		0			

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	7
Low Mod	0	0	0	27
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	34
Percent Low/Mod				100.0%

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2022		
2023	In addition to CDBG funding, Lift Up Sarpy was able to leverage \$42,593.00 to assist Bellevue residents with emergency needs.	



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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 **Objective:** Create suitable living environments  
**Location:** 119 W Mission Ave Bellevue, NE 68005-5290 **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	\$23,842.72	\$29,907.00
<b>Total</b>	<b>Total</b>			<b>\$29,907.00</b>	<b>\$23,842.72</b>	<b>\$29,907.00</b>

**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	41	3
Black/African American:	0	0	0	0	0	0	11	0
Asian:	0	0	0	0	0	0	2	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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<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>54</b>	<b>3</b>	
Female-headed Households:	0		0		0				
<i>Income Category:</i>									
	<b>Owner</b>	<b>Renter</b>	<b>Total</b>						<b>Person</b>
Extremely Low	0	0	0						19
Low Mod	0	0	0						33
Moderate	0	0	0						2
Non Low Moderate	0	0	0						0
Total	0	0	0						54
Percent Low/Mod									100.0%

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefiting</b>
2023	Through the use of COVID specific funding, Lift Up Sarpy County was able to assist Bellevue families in reaching sustainability goals. Of the 54 persons assisted, 24 were from female head of household homes and ten were elderly. In addition to benefiting to providing direct assistance, Lift Up Sarpy was able to leverage \$29,907.00 in additional funding to benefit Bellevue households.	



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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  
**National Objective:** SBA  
 Commercial/Industrial (14E)

**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. Dougâs Olde Towne Tavern was award funding during the 2022 Action Plan and a subrecipient agreement was sent out on March 14, 2023, for approval and execution. A response was not received so another notice was sent out June 27, 2023, and again on October 18, 2023. A final notice was sent certified mail on December 7, 2023. This notice allowed the Olde Towne Tavern until July 31, 2024, to execute a subrecipient agreement and complete the project. Once the allowed period expires on July 31, 2024, the City of Bellevue will begin the thirty-day close out procedures for the activity. Any funds appropriated to the project will be unfunded and reallocated to another activity.

**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
<b>Total</b>	<b>Total</b>			<b>\$27,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**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	\$33,818.21	\$33,818.21
<b>Total</b>	<b>Total</b>			<b>\$40,000.00</b>	<b>\$33,818.21</b>	<b>\$33,818.21</b>

**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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<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Female-headed Households:	0		0		0			
<i>Income Category:</i>								
	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>				
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**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
2023	HFSC was able to attain consulting services to assist them with the goal to build capacity, increase workforce housing inventory, and develop relationships and attract developers to the community. During the first half of the year, HFSC/consultant met with the City of Bellevue staff to obtain their views on workforce housing and gather expectations of the project. HFSC/consultant also met with two developers to discuss workforce housing projects and gather knowledge to attract developers. HFSC/consultant continued to research funding opportunities, reach out and meet with developers, and Bellevue staff.	



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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	\$14,717.06	\$22,407.30
<b>Total</b>	<b>Total</b>			<b>\$50,000.00</b>	<b>\$14,717.06</b>	<b>\$22,407.30</b>

**Proposed Accomplishments**

**Actual Accomplishments**

<i>Number assisted:</i>	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	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		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



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Female-headed Households:

0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
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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<b>PGM Year:</b>	2023	<b>Objective:</b>	Create suitable living environments
<b>Project:</b>	0001 - North Central Bellevue Sidewalk Improvements	<b>Outcome:</b>	Availability/accessibility
<b>IDIS Activity:</b>	81 - North Central Bellevue Sidewalk Improvements	<b>Matrix Code:</b>	Sidewalks (03L)
<b>Status:</b>	Open	<b>National Objective:</b>	LMA
<b>Location:</b>	3900 Chandler Rd W Bellevue, NE 68147-1155		

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

**Initial Funding Date:** 05/06/2024

**Description:**  
 The proposed project includes the implementation of construction of 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. The target area includes Census Tract 105.02, Block Group 2 and Block Group 3. The City will provide administration of the project including development of bid documents, project letting, construction oversight, and implementation of CDBG regulations. An outside contractor will be obtained to complete the construction work. The project includes approximately 12,000 square feet of 4 foot wide sidewalks, ADA curb ramps, retaining walls, and appurtenances along a predetermined route.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	\$0.33	\$0.33	\$0.33
		2020	B20MC310003	\$46,138.50	\$46,138.50	\$46,138.50
		2021	B21MC310003	\$678.66	\$678.66	\$678.66
		2023	B23MC310003	\$202,220.51	\$121,294.81	\$121,294.81
<b>Total</b>	<b>Total</b>			<b>\$249,038.00</b>	<b>\$168,112.30</b>	<b>\$168,112.30</b>

**Proposed Accomplishments**  
 People (General) : 2,175  
 Total Population in Service Area: 1,020  
 Census Tract Percent Low / Mod: 54.90

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2023	The City of Bellevue Public Works Department prepared the construction and bid documents for the sidewalk improvement project. The City published a Notice for Bids and accepted seal bids before conducting a bid opening on April 25, 2024. The lowest responsible bidder, Burrell Enterprises was selected for the construction project. Following a preconstruction meeting on June 5th and release of a Notice to Proceed, construction began June 17th. A Certificate of Substantial Completion was issued on September 20, 2024, and was presented for close out during the October 1st council meeting.	



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**PGM Year:** 2023  
**Project:** 0002 - Habitat for Humanity Home Repair Program  
**IDIS Activity:** 82 - Habitat for Humanity Home Repair Program  
**Status:** Open  
**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:** 05/06/2024

**Description:**

The project will provide assistance to owner-occupied housing units for rehabilitation addressing critical repairs that pose a risk to health and/or safety. The units must be within the city limits of Bellevue and occupied by a low- and moderate-income household.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC310003	\$50,000.00	\$0.00	\$0.00
<b>Total</b>	<b>Total</b>			<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Proposed Accomplishments**

Housing Units : 4

**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**

Years	Accomplishment Narrative	# Benefiting
2023	<p>During the 3rd Quarter, Habitat was in the process of qualifying 27 applicants from Bellevue for the program and begin working on the selected homes in the next quarter.</p> <p>In the 4th Quarter, Habitat had selected two homes for participation in the home repair program. One home has complete the construction review, development of the statement of work, and environmental review. Work is expected to commence soon. The second home selected is in the process of developing the statement of work.</p>	



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<b>PGM Year:</b>	2023	<b>Objective:</b>	Create suitable living environments
<b>Project:</b>	0003 - BJSJ Program Participation Assistance	<b>Outcome:</b>	Availability/accessibility
<b>IDIS Activity:</b>	83 - BJSJ Program Participation Assistance	<b>Matrix Code:</b>	Other Public Services Not Listed in 05A-05Y, 03T (05Z)
<b>Status:</b>	Open	<b>National Objective:</b>	LMC
<b>Location:</b>	1001 High School Dr Bellevue, NE 68005-3200		

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

**Initial Funding Date:** 05/06/2024

**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	2023	B23MC310003	\$6,000.00	\$0.00	\$0.00
<b>Total</b>	<b>Total</b>			<b>\$6,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Proposed Accomplishments**

People (General) : 10

**Actual Accomplishments**

*Number assisted:*

	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	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:** 2023  
**Project:** 0004 - Lift Up Family Assistance Program  
**IDIS Activity:** 84 - Lift Up Family 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:** 05/06/2024

**Description:**

The proposed project will support the Bellevue Community Assistance for low- and moderate-income households to assist a LMI individual with the car match program, financial planning classes, and childcare assistance.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC310003	\$47,643.00	\$3,222.08	\$3,222.08
<b>Total</b>	<b>Total</b>			<b>\$47,643.00</b>	<b>\$3,222.08</b>	<b>\$3,222.08</b>

**Proposed Accomplishments**

People (General) : 50

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	15	0
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



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<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>17</b>	<b>0</b>
Female-headed Households:	0		0		0			

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	7
Low Mod	0	0	0	8
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	17
Percent Low/Mod				100.0%

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefiting
2023		



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**PGM Year:** 2023  
**Project:** 0005 - Program Administration  
**IDIS Activity:** 85 - 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:** 05/06/2024

**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	2023	B23MC310003	\$50,000.00	\$15,014.74	\$15,014.74
<b>Total</b>	<b>Total</b>			<b>\$50,000.00</b>	<b>\$15,014.74</b>	<b>\$15,014.74</b>

**Proposed Accomplishments**

**Actual Accomplishments**

<i>Number assisted:</i>	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	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		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



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Female-headed Households:

0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
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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<b>Total Funded Amount:</b>	<b>\$1,715,125.50</b>
<b>Total Drawn Thru Program Year:</b>	<b>\$1,235,922.80</b>
<b>Total Drawn In Program Year:</b>	<b>\$552,756.32</b>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

21a.  
12/3/2024

COUNCIL MEETING DATE: 12/09/2024		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 2023-2024 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 FY23-24, the CDBG program expended a total of \$560,591.45; \$522,294.78 in CDBG entitlement funding and \$38,296.67 in CDBG coronavirus supplemental appropriation funding. Of the CDBG entitlement funding expended for projects, 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 13th, and a public hearing prior to approval of the resolution by the City Council.

FISCAL IMPACT: NA BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes/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: 10/01/2023 END DATE: 09/30/2024 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Conduct a public hearing to obtain citizen input and approve the Resolution for the 2022-2023 CAPER.

ATTACHMENTS:

- Resolution 2024-34
- 2023-2024 CAPER draft
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Shirley B. Miller*  
*John Gaddy*  
*Jeffrey...*

RESOLUTION 2024-34

**A RESOLUTION AUTHORIZING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE 2023-2024 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 3, 2024, 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 2023-2024 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 3<sup>rd</sup> day of December 2024.

---

Rusty Hike, Mayor

(SEAL)

ATTEST:

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Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/03/2024		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 2024 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 2024 CDBG assisted projects has been completed and a Notice of Finding of No Significant Impact and Request for Release of Funds was distributed and published for citizen review on November 13, 2024. All 2024 projects were previously approved by the City Council as part of the CDBG Action Plan on August 6, 2024. Once the City receives a funding agreement, the Request for Release of Funds will be submitted to HUD.

FISCAL IMPACT: \$315,504 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: Yes/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-192500 HUD Projects

START DATE: 10/01/2024 END DATE: 09/30/2025 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192500 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:

*Alimée Portillo*  
*[Signature]*  
*[Signature]*

**CITY OF BELLEVUE**  
**NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND**  
**NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

November 13, 2024

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 3, 2024, 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 \$315,504.00 to implement the following projects: Administration, Public Facilities/Improvements, Housing, Economic Development, Capacity Building and Public Service. The following projects identified in the City of Bellevue FY 2024 Action Plan are exempt from 24 CFR 58.34 Subpart D: BPS Family Literacy Program, \$20,000; LUS Community Response/Outreach, \$13,662.50; Program Administration, \$55,000; and the following projects identified as Categorically Excluded, Not Subject to 58.5: All Communities Vulnerable Adults & Senior Assistance Program, \$13,662.50; HFSC Development Director Assistance, \$40,000.

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

- Harvell Drive Sidewalk Improvement Project – project includes rehabilitation/construction of sidewalks and curb ramps along Harvell Drive from Longo Drive to Galvin Drive, \$73,179.00
- Habitat for Humanity Housing Rehabilitation Program – project aids with owner-occupied housing rehabilitation to alleviate critical repairs that pose a risk to health and safety, \$50,000.00
- Bellevue Chamber Small Business Assistance – project will assistance to assist small businesses with resources to make improvements and expand economic opportunities, \$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 2, 2024, 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

# 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. 04/30/2027)

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)

<b>1. Program Title(s)</b> Community Development Block Grant Entitlement	<b>2. HUD/State Identification Number</b> B-24-MC-31-0003	<b>3. Recipient Identification Number (optional)</b> 
<b>4. OMB Catalog Number(s)</b> 14.218	<b>5. Name and address of responsible entity</b> City of Bellevue, 1500 Wall Street, Bellevue, NE 68005	
<b>6. For information about this request, contact (name &amp; phone number)</b> Abby Highland, CDBG Program Specialist, (402)293-3000		
<b>8. HUD or State Agency and office unit to receive request</b> U.S. Department of Housing and Urban Development, Omaha Field Office	<b>7. Name and address of recipient (if different than responsible entity)</b> 	

**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**

<b>9. Program Activity(ies)/Project Name(s)</b> 2024 Action Plan Activities	<b>10. Location (Street address, city, county, State)</b> City-wide; Bellevue, NE
--	--

### 11. Program Activity/Project Description

Public Facilities and Improvements - Harvell Drive Sidewalk Improvement Project, rehab/construction of sidewalks and curb ramps, \$73,179  
 Housing - Habitat Housing Rehabilitation Program, housing rehabilitation assistance to address health and safety improvement in owned occupied units, \$50,000  
 Public Service - BPS Family Literacy Program, provide assistance to LMI adults with acquiring English proficiency to support educational needs of children, \$20,000; LUS Community Response/Outreach, support community response and services for families with elementary and middle school aged children, \$13,662.50; All Seasons Assistance for Vulnerable Adults & Senior Assistance Program, programs for vulnerable adults including seniors, homeless, and special needs in Bellevue will services and transportation, \$13,662.50;  
 Economic Development - Bellevue Chamber Small Business Assistance, project will assistance to assist small businesses with resources to make improvements and expand economic opportunities, \$50,000.00  
 Capacity Building - Housing Foundation Development Director Assistance, support for employment of development coordinator to build relationships with potential partners and garner support for affordable housing in Bellevue, \$40,000  
 Program Administration - CDBG program administration activities, \$55,000

**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

We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

22b.  
12/3/2024

COUNCIL MEETING DATE: December 3, 2024		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:

**Closing of Project: 2024 Concrete Projects Package 1 (BPW#240102)**

SYNOPSIS/BACKGROUND:

On June 4, 2024 The Honorable Mayor and City Council approved the 2024 Concrete Projects Package 1 with an original estimated cost of \$421,596.89. The final cost of the project is \$516,804.89 at closing, which is an increase of \$95,208.00. (Swain Construction)

FISCAL IMPACT: \$516,804.89 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Swain Construction, Inc.	INTERLOCAL AGREEMENT: N/A
CONTRACT DESCRIPTION: BPW#240102 - 2024 Concrete Projects Package 1		
CONTRACT EFFECTIVE DATE: 6/4/2024	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: 2024 Concrete Projects		
START DATE:	END DATE:	PAYMENT DATE:
CIP PROJECT NAME: Concrete Projects		CIP PROJECT NUMBER: CIPST24(02)
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE: 15	ACCOUNT NUMBER: 7010	

RECOMMENDATION:

Approve final payment application in the amount of \$71,266.35. Approve Final Change Order in the amount of \$85,600.80. Approve project as substantially complete, and accept final project quantities.

ATTACHMENTS:

- Final progress estimate
- Final Change Order
- Certificate of Substantial Completion
- Certificate of Acceptance
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Simone Butailha*  
*Jason [Signature]*  
*Doug [Signature]*



OWNER'S PROJECT NUMBER: 240102 Package 1  
 PERIODIC PAY ESTIMATE NUMBER: 6 FINAL  
 APPLICATION PERIOD ENDING: November 8, 2024  
 APPLICATION DATE: November 11, 2024  
 PERCENT COMPLETE: 100.00

PERIODIC PAY ESTIMATE FOR:  
 Swain Construction  
 Concrete Project

(A) Item No	(B) Description	(C)-(F) CURRENT CONTRACT				(G)-(H) TOTAL THRS PERIOD		(I)-(J) PREVIOUS TOTAL		(K)-(N) TOTAL TO DATE			
		Quantity	Units	Unit Cost	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	%	Fund/Acct
		BE 103.101	REMOVE INLET	1	EA	\$416.37	\$416.37			2	\$832.74	2.00	\$832.74
BE 105.140	REMOVE SIDEWALK	4380	SF	\$0.35	\$1,533.00			7106.2	\$2,487.17	7,106.20	\$2,487.17	162.24	
BE 501.400	ADJUST UTILITY VALVE TO GRADE	1	EA	\$271.13	\$271.13			14	\$3,795.82	14.00	\$3,795.82	1400.00	
BE 501.450	ADJUST UTILITY MANHOLE TO GRADE	7	EA	\$330.54	\$2,313.78			15	\$4,958.10	15.00	\$4,958.10	214.29	
BE 502.100	CONSTRUCT 6" COMBINATION CURB AND GUTTER	30	LF	\$27.46	\$823.80			34.4	\$944.62	34.40	\$944.62	114.67	
BE 503.000	CONSTRUCT 4" PCC SIDEWALK	4894	SF	\$5.13	\$25,106.22			7599.495	\$38,985.41	7,599.50	\$38,985.41	155.28	
BE 503.002	CONSTRUCT 6" PCC SIDEWALK	2036	SF	\$6.59	\$13,417.24			1091.909	\$7,195.68	1,091.91	\$7,195.68	53.63	
BE 503.100	CONSTRUCT SIDEWALK CURB WALL	30	SF	\$98.89	\$2,966.70			26.322	\$2,602.98	26.32	\$2,602.98	87.74	
BE 503.202	CONSTRUCT 6" IMPRINTED PCC SURFACING	584	SF	\$6.46	\$3,772.64			873.57	\$5,643.26	873.57	\$5,643.26	149.58	
BE 504.000	CONSTRUCT CURB RAMP	1584	SF	\$7.97	\$12,624.48			1448.165	\$11,541.88	1,448.17	\$11,541.88	91.42	
BE 504.100	CONSTRUCT DETECTABLE WARNING PANEL (FOR INFORMATION ONLY - SUBSIDIARY)	576	SF		\$0.00			336		336.00	\$0.00	58.33	
BE 702.936	CONSTRUCT GRATE INLET	1	EA	\$2,373.32	\$2,373.32			2	\$4,746.64	2.00	\$4,746.64	200.00	
BE 702.953	RECONSTRUCT CURB INLET WALLS	1	EA	\$2,202.53	\$2,202.53			1	\$2,202.53	1.00	\$2,202.53	100.00	
BE 802.002	INSTALL SEEDING (SUBSIDIARY)	1158	SY		\$0.00			0		0.00	\$0.00	0.00	
BE 802.002A	INSTALL SEEDING (AUTHORIZED)	10	SY	\$4.00	\$40.00			0		0.00	\$0.00	0.00	
BE 802.700	INSTALL SODDING (SUBSIDIARY)	1158	SY		\$0.00			0		0.00	\$0.00	0.00	
BE 802.700A	INSTALL SODDING (AUTHORIZED)	10	SY	\$7.00	\$70.00			10	\$70.00	10.00	\$70.00	100.00	
BE 905.032	WHITE PERMANENT PAINT MARKING	225	LF	\$2.61	\$587.25			0		0.00	\$0.00	0.00	
BE 905.033	PERMANENT PAINT MARKING 5" YELLOW PROVIDE TEMPORARY TRAFFIC CONTROL	350	LF	\$2.61	\$913.50			0		0.00	\$0.00	0.00	
BE 906.210	CONTROL	1	LS	\$2,610.00	\$2,610.00			1	\$2,610.00	1.00	\$2,610.00	100.00	
BE 1002.010	REPAIR PAVEMENT (TYPE OPW 4000)	3979	SY	\$64.81	\$257,878.99	959.323	\$62,173.72	4406.527	\$285,587.01	5,365.85	\$347,760.74	134.85	
BE 1002.100	REPAIR CURB AND GUTTER	2413	LF	\$15.54	\$37,498.02			1045.9	\$16,253.29	1,045.90	\$16,253.29	43.34	
BE 1002.300	REPAIR MEDIAN SURFACING	10	SF	\$16.51	\$165.10			0		0.00	\$0.00	0.00	
BE 1002.307	ADJUST INLET TO GRADE	1	EA	\$554.01	\$554.01			2	\$1,108.02	2.00	\$1,108.02	200.00	
BE 1004.400	REMOVE AND REPLACE PRECAST INLET TOP	21	EA	\$2,426.61	\$50,958.81			21	\$50,958.81	21.00	\$50,958.81	100.00	
BE 1109.00	MOBILIZATION/DEMobilIZATION	1	LS	\$2,500.00	\$2,500.00			1	\$2,500.00	1.00	\$2,500.00	100.00	
CO	CHANGE ORDERS												
CO-1	TRAFFIC CALMING DEVICE -SPEED BUMP	1	LS	\$9,607.20	\$9,607.20			1	\$9,607.20	1.00	\$9,607.20	100.00	
CO-2	FINAL QUANTITY ADJUSTMENT	1	LS	\$85,600.80	\$85,600.80								
TOTALS					\$516,804.89		\$62,173.72		\$454,631.16		\$516,804.89	100.00	

Date of Issuance: 11/08/2024  
 Owner: City of Bellevue  
 Contractor: Swain Construction  
 Engineer: HGM Associates, Inc  
 Project: 240102 Package 1

Effective Date: 11/08/2024  
 Owner's Contract No.: 240102- Package 1  
 Contractor's Project No.: 2422  
 Engineer's Project No.: 7602224  
 Contract Name: Concrete Project

The Contract is modified as follows upon execution of this Change Order:

Description: Price includes adjustment for all additional quantity to complete work.

Attachments: See attached bid item list with final quantities

(Updated Schedule required for any change in Contract Time)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>421,596.89</u>	Original Contract Times: Substantial Completion: <u>Oct 11, 2024</u> Ready for Final Payment: <u>Nov 15, 2024</u> days or dates
<u>Increase</u> [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>9607.20</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>431,204.09</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
<u>Increase</u> [Decrease] of this Change Order: \$ <u>85,600.80</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>Oct 11, 2024</u> Ready for Final Payment: <u>Nov 15, 2024</u> 0 days or dates
Contract Price incorporating this Change Order: \$ <u>516,804.89</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:  
 By: [Signature]  
 Engineer (if required)  
 Title: PROJECT MANAGER  
 Date: 11-21-24

ACCEPTED:  
 By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

ACCEPTED:  
 By: [Signature]  
 Contractor (Authorized Signature)  
 Title: PM/Estimator  
 Date: 11-20-24

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

CHANGE ORDER 2- FINAL ADJUSTMENT OF QUANTITIES

Item No	Description	CURRENT CONTRACT			FINAL CHANGE ORDER	
		Quantity	Units	Unit Cost	Final Quantity	Total Cost Adjustment
BE 103.101	REMOVE INLET	1	EA	416.37	2	1 \$ 416.37
BE 105.140	REMOVE SIDEWALK	4380	SF	0.35	7106.2	2726.2 \$ 954.17
BE 501.400	ADJUST UTILITY VALVE TO GRADE	1	EA	271.13	14	13 \$ 3,524.69
BE 501.450	ADJUST UTILITY MANHOLE TO GRADE	7	EA	330.54	15	8 \$ 2,644.32
BE 502.100	CONSTRUCT 6" COMBINATION CURB AND GUTTER	30	LF	27.46	34.4	4.4 \$ 120.82
BE 503.000	CONSTRUCT 4" PCC SIDEWALK	4894	SF	5.13	7599.495	2705.495 \$ 13,879.19
BE 503.002	CONSTRUCT 6" PCC SIDEWALK	2036	SF	6.59	1091.909	-944.091 \$ (6,221.56)
BE 503.100	CONSTRUCT SIDEWALK CURB WALL	30	SF	98.89	26.322	-3.678 \$ (363.72)
BE 503.202	CONSTRUCT 6" IMPRINTED PCC SURFACING	584	SF	6.46	873.57	289.57 \$ 1,870.62
BE 504.000	CONSTRUCT CURB RAMP	1584	SF	7.97	1448.165	-135.835 \$ (1,082.60)
BE 504.100	CONSTRUCT DETECTABLE WARNING PANEL (FOR INFORMATION ONLY - SUBSIDIARY)	576	SF		336	
BE 702.936	CONSTRUCT GRATE INLET	1	EA	2373.32	2	1 \$ 2,373.32
BE 702.953	RECONSTRUCT CURB INLET WALLS	1	EA	2202.53	1	
BE 802.002	INSTALL SEEDING (SUBSIDIARY)	1158	SY		0	
BE 802.002A	INSTALL SEEDING (AUTHORIZED)	10	SY	4	0	-10 \$ (40.00)
BE 802.700	INSTALL SODDING (SUBSIDIARY)	1158	SY			
BE 802.700A	INSTALL SODDING (AUTHORIZED)	10	SY	7	10	
BE 905.032	PERMANENT PAINT MARKING 5" WHITE	225	LF	2.61	0	-225 \$ (587.25)
BE 905.033	PERMANENT PAINT MARKING 5" YELLOW	350	LF	2.61	0	-350 \$ (913.50)
BE 906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	2610	1	
BE 1002.010	REPAIR PAVEMENT (TYPE OPW 4000)	3979	SY	64.81	5365.85	1386.85 \$ 89,881.75
BE 1002.100	REPAIR CURB AND GUTTER	2413	LF	15.54	1045.9	-1367.1 \$ (21,244.73)
BE 1002.300	REPAIR MEDIAN SURFACING	10	SF	16.51	0	-10 \$ (165.10)
BE 1002.307	ADJUST INLET TO GRADE	1	EA	554.01	2	1 \$ 554.01
BE 1004.400	REMOVE AND REPLACE PRECAST INLET TOP	21	EA	2426.61	21	
BE 1109.00	MOBILIZATION/DEMOLITION	1	LS	2500	1	
					<b>Total Change</b>	<b>\$ 85,600.80</b>

## CERTIFICATE OF SUBSTANTIAL COMPLETION

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Owner:	<u>City of Bellevue</u>	Owner's Contract No.:	<u>240102 Package 1</u>
Contractor:	<u>Swain Construction</u>		
Engineer:	<u>HGM Associates</u>		
Project Name:	<u>Concrete Project Package 1</u>		

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**This Final Certificate of Substantial Completion applies to:**

- All Work  The following specified portions of the Work:

October 1, 2024

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

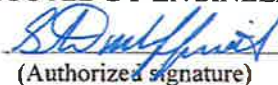
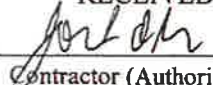
Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows: Punch List.

The following documents are attached to and made a part of this Certificate: *Punch List*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

---

<b>EXECUTED BY ENGINEER:</b>	<b>RECEIVED:</b>	<b>RECEIVED:</b>
By: <u></u> (Authorized signature)	By: _____ Owner (Authorized Signature)	By: <u></u> Contractor (Authorized Signature)
Title: <u>Construction Project Manager</u>	Title: _____	Title: <u>PM/Estimator</u>
Date: <u>10/1/2024</u>	Date: _____	Date: <u>11-20-24</u>

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This document is a MODIFIED version of EJCDC® C-625, Certificate of Substantial Completion.  
Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

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We Influence The World!

City of Bellevue  
Public Works Administration  
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Project Name: 2024 Concrete Projects – Package 1  
Project Location: Various Locations  
BPW Project No. BPW-240102  
Contractor: Swain Construction, Inc.  
Final Completion Date: November 15, 2024  
Bid Amount: \$421,596.89  
Total Completion Cost: \$516,804.89

## CERTIFICATE OF ACCEPTANCE

To: Mayor Rusty Hike  
Chairperson and Members of City Council  
City of Bellevue

We hereby certify that to the best of our knowledge, information and belief, the construction of the project generally known as 2024 Concrete Projects – Package 1 has been completed so that it may be used for the purpose for which it was intended. This certification is based on our professional judgment made during periodic observation of the progress of construction. We recommend that the work be officially approved and accepted.

A handwritten signature in blue ink, appearing to read "David Goedeken", is written over a horizontal line.

David Goedeken  
Public Works Director

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

22c.  
12/3/2024

COUNCIL MEETING DATE: December 3, 2024		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:

**Closing of Project: BPW 240105 PK 23(2) Stonecroft Park Restroom**

SYNOPSIS/BACKGROUND:

On May 21, 2024 The Honorable Mayor and City Council approved the 240105 PK 23(2) Stonecroft Park Restroom contract for Midwest DCM in an original estimated cost of \$399,400.00. The final cost of the project is \$409,853.70. City requested changes for plumbing, tennis court electric switch relocation, ADA detectable warning panel replacement, and sidewalk improvements to the tennis courts and a credit for the deletion of an electrical transformers. (Midwest DCM)

FISCAL IMPACT: \$409,853.70 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Midwest DCM INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: BPW 240105 PK 23(2) Stonecroft Park Restroom

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 240105 PK 23(2) Stonecroft Park Restroom

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

CIP PROJECT NAME: PK 23(2) CIP PROJECT NAME: Stonecroft Park Restroom

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Final Certificate for Payment in the amount of \$10,453.70 and accept final project quantities.

ATTACHMENTS:

- Final Cert. for Payment No. 6
- Certificate of Substantial Completion
- Certificate of Acceptance
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Aimee Bataillon*  
*[Signature]*  
*[Signature]*



We Influence The World!

City of Bellevue  
Public Works Administration  
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Project Name: Stonecroft Park Restroom  
Project Location: 2495 Lynnwood Dr  
BPW Project No. 240105  
Contractor: Midwest DCM, Inc  
Final Completion Date: 10/15/2024  
Bid Amount: \$399,400.00  
Total Completion Cost: \$409,853.70

## CERTIFICATE OF ACCEPTANCE

To: Mayor Rusty Hike  
Chairperson and Members of City Council  
City of Bellevue

We hereby certify that to the best of our knowledge, information and belief, the construction of the project generally known as Stonecroft Park Restroom has been completed so that it may be used for the purpose for which it was intended. This certification is based on our professional judgment made during periodic observation of the progress of construction. We recommend that the work be officially approved and accepted.

---

David Goedecken, PE  
Public works Director

## **TRANSMITTAL**

GP Architecture, LLC

1708 Childs Road East  
Bellevue, NE 68005  
Tel: (402) 934-7749  
Email: gp-arch@cox.net

**DATE:** **November 14, 2024**

**TO:** **MR. JOHN KRAGER**  
**CITY OF BELLEVUE PUBLIC WORKS DEPT.**  
**1500 WALL STREET**  
**BELLEVUE, NE 68005**

**FROM:** **RALPH GLADBACH**

**RE:** **STONECROFT PARK**  
**NEW RESTROOM PROJECT**

John,

Please find attached for your review and processing a copy of the following:

- Pay Request #5 as received from Midwest DCM in the total amount of \$39,940.00 for the work completed to date for the new Washington Park Restroom and Shelter project. Please note that this pay request is for the release of Retainage upon completion of the project.
- Pay Request #6-Final as received from Midwest DCM in the amount of \$10,453.70. This pay request includes the costs associated with the Change Orders approved for this project and is the Final Payment for the project.
- AIA Document G704 – Certificate of Substantial Completion. This certificate is verification that the project is complete for the City of Bellevue to utilize the building. Any minor project punch lists for items that remain on the project is attached to this document and will be completed within the designated time window noted on the document.
- AIA Document G706 – Contractor’s Affidavit of Payment of Debts and Claims: This document is certification by the Contractor that all payments are being made to date to all subcontractors and suppliers.
- AIA Document G706A – Contractor’s Affidavit of Release of Leins: This document is certification by the Contractor that there are no liens filed on the property for the completed work.
- AIA Document G707 – Consent of Surety to Final Payment: This document is approval by the Contractor’s bonding company/agent to release final payment to the Contractor to complete bonding requirements with the Bonding Company.

Please review this information and feel free to contact me if you should have any questions.

Sincerely,



Ralph E. Gladbach, AIA, CSI  
Architect

BPW 240105  
P2024-74208

OK TO PAY  
NOV 13 2024



**APPLICATION AND CERTIFICATE FOR PAYMENT**

G702

PAGE 1 OF 2

**TO OWNER:**  
City of Bellevue, Nebraska  
1510 Wall Street  
Bellevue, NE 68005

**PROJECT:**  
Stonecroft Park Restroom Project  
2495 Lynnwood Drive  
Bellevue, NE 68123

**APPLICATION NO:** 6 - FINAL  
**PERIOD TO:** 9/30/2024

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	PM/FIELD
<input type="checkbox"/>	OTHER

**CONTRACT FOR:** Stonecroft Park Restroom Project  
**CONTRACT DATE:** 05/08/24

**FROM CONTRACTOR:**  
Midwest DCM, Inc.  
8719 S 135th Street, #100  
Omaha, NE 68138

**PROJECT #/Owner:** BPW-240105  
**PROJECT #/ENG-ARCH:** 0  
**PROJECT #/GC:** 6128

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	399,400.00
2. NET CHANGE BY CHANGE ORDERS	10,453.70
3. CONTRACT SUM TO DATE (Line 1+2)	409,853.70
4. TOTAL COMPLETED & STORED TO DATE (Column G/703)	409,853.70
5. RETAINAGE:	
a. 0 % of Completed Work	0.00
(Column D + E on G703)	
b. 0 % of Stored Material	0.00
(Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I / G703)	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 - Line 5)	409,853.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	399,400.00
8. CURRENT PAYMENT DUE	10,453.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: [Signature] Date: 9/16/2024

State of Nebraska, County of Sarpy  
Subscribed and sworn to me before this 16th day of September, 2024

Notary Public: Cindi Vogt  
My commission expires March 18, 2026



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the on-site observations and the data comprising the application, the GC certifies to the Owner that to the best of the GC's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Subcontractor is entitled to the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$ 10,453.70

(Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: GP Architecture, LLC / 1708 Childs Road East, Bellevue, NE 68005

BY: [Signature] Date: 10/15/24

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total approved in previous month by Owner	0.00	0.00
Total approved this month	10,453.70	0.00
TOTALS	10,453.70	0.00
NET CHANGES by Change Order	10,453.70	



# **AIA® Document G704® – 2017**

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(name and address)</i> Stonecroft Park Restroom Project 25 <sup>th</sup> Street and Lynnwood Drive Bellevue, NE 68123	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: May 8, 2024	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 001 Date: September 30, 2024
<b>OWNER:</b> <i>(name and address)</i> City of Bellevue, Nebraska 1510 Wall Street Bellevue, NE 68005	<b>ARCHITECT:</b> <i>(name and address)</i> GP Architecture, LLC 1708 Childs Road East Bellevue, NE 680005	<b>CONTRACTOR:</b> <i>(name and address)</i> Midwest DCM, Inc. 8719 S. 135 <sup>th</sup> Street Omaha, NE 68138

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

*(Identify the Work, or portion thereof, that is substantially complete.)*  
 Completion and occupancy of the new restroom and shelter facility at Washington Park.

GP Architecture, LLC <b>ARCHITECT</b> <i>(Firm Name)</i>	<b>SIGNATURE</b>	Ralph Gladbach, Architect <b>PRINTED NAME AND TITLE</b>	September 30, 2024 <b>DATE OF SUBSTANTIAL COMPLETION</b>
---	------------------	---	---

**WARRANTIES**

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*  
 None

**WORK TO BE COMPLETED OR CORRECTED**

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*  
 See attached punch list

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within fifteen (15) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

Owner will be responsible for insurance and maintenance in the building with the building being turned over for use by the Owner. All utility costs for electric and water use shall be paid by Owner after the building is turned over to the Owner. Contractor shall be responsible for warranty items/issues that may arise during the specified warranty period that is not deemed caused by vandalism.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Midwest DCM, Inc. <b>CONTRACTOR</b> <i>(Firm Name)</i>	<b>SIGNATURE</b>	Russ Cooper, President <b>PRINTED NAME AND TITLE</b>	9/30/24 <b>DATE</b>
City of Bellevue, NE <b>OWNER</b> <i>(Firm Name)</i>	<b>SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE</b>



# AIA® Document G706® – 1994

## Contractor's Affidavit of Payment of Debts and Claims

<b>PROJECT:</b> <i>(Name and address)</i> Stonecroft Restrooms & Shelters 2495 Lynnwood Drive Bellevue, NE 68123	<b>ARCHITECT'S PROJECT NUMBER:</b> BPW-240105 182-23-04	<b>OWNER:</b> <input type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input type="checkbox"/> <b>SURETY:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Bellevue, Nebraska 1510 Wall Street Bellevue, NE 68005	<b>CONTRACT FOR:</b> Construction Services <b>CONTRACT DATED:</b> 5/8/2024	

**STATE OF:** Nebraska  
**COUNTY OF:** Sarpy

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**  
NONE

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment       Yes       No

**CONTRACTOR:** *(Name and address)*  
Midwest DCM, Inc.  
8719 S 135<sup>th</sup> Street, #100  
Omaha, NE 68138

BY:   
*(Signature of authorized representative)*  
Russ Cooper      PRESIDENT  
*(Printed name and title)*

*The following supporting documents should be attached hereto if required by the Owner:*

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

September 17, 2024  
Notary Public: Cindi Vogt   
My Commission Expires: 3/18/2026





# AIA® Document G706®A – 1994

## Contractor's Affidavit of Release of Liens

<b>PROJECT:</b> <i>(Name and address)</i> Stonecroft Park Restrooms & Shelters 2495 Lynnwood Drive Bellevue, NE 68123	<b>ARCHITECT'S PROJECT NUMBER:</b> BPW-240105 182-23-04	<b>OWNER:</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> Construction Services	<b>ARCHITECT:</b> <input type="checkbox"/>
	<b>CONTRACT DATED:</b> 5/8/2024	<b>CONTRACTOR:</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Bellevue, Nebraska 1510 Wall Street Bellevue, NE 68005		<b>SURETY:</b> <input type="checkbox"/>
		<b>OTHER:</b> <input type="checkbox"/>

STATE OF: Nebraska

COUNTY OF: Sarpy

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:**

NONE

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

Midwest DCM, Inc.  
8719 S 135<sup>th</sup> Street, #100  
Omaha, NE 68138

BY:

*(Signature of authorized representative)*

Russ Cooper **PRESIDENT**

*(Printed name and title)*

Subscribed and sworn to before me on this date:

September 17, 2024

Notary Public: Cindi Vogt

My Commission Expires: 3/18/2026



**CONSENT OF SURETY  
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

Bond No. 147565

TO OWNER:  
*(Name and address)*

The City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Restroom Project

CONTRACT DATED: May 8, 2024

PROJECT:  
*(Name and address)* Stonecroft Park Restroom Project  
25<sup>th</sup> Street and Lynnwood Drive, Bellevue, NE

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Inland Insurance Company  
P.O. Box 80468  
Lincoln, NE 68501

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Midwest DCM, Inc.  
8719 S. 135th Street, Suite 100  
Omaha, NE 68138

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

The City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 17th day of September, 2024.  
*(Insert in writing the month followed by the numeric date and year)*

Inland Insurance Company

*(Surety)*

*(Signature of authorized representative)*

Jacqueline L. Drey/Attorney-in-Fact

*(Printed name and title)*

Attest:  
(Seal):

*Maurice P Kelly*



# INLAND INSURANCE COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the INLAND INSURANCE COMPANY, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time." does hereby make, constitute and appoint

Sharon K. Murray, Firth, Nebraska or David A. Dominiani, Lincoln, Nebraska  
or Maura P. Kelly, Council Bluffs, Iowa or Joan Leu, Ralston, Nebraska or Jacqueline L. Drey  
or Kevin J. Stenger or David G. Jesse, Omaha, Nebraska or Dustin Cooper, Elkhorn, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the INLAND INSURANCE COMPANY, held on July 23, 19

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated

IN WITNESS WHEREOF, INLAND INSURANCE COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 22.

INLAND INSURANCE COMPANY

*Carol J. Clark*

*Curt L. Hartter* President



State of Nebraska } Secretary/Treasurer By  
County of } ss. Lancaster

On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the INLAND INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*



My Commission Expires February 16, 26.

Notary Public

I, Philip C. Abel, Director of INLAND INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said INLAND INSURANCE COMPANY, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 17th day of September, 20 24.

*Philip C. Abel*

Director



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

22d.  
12/3/2024

COUNCIL MEETING DATE: December 3, 2024		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:

Closing of Project: 240112 BM 24(2) Replace <sup>Restrooms</sup> RR Washington Park

SYNOPSIS/BACKGROUND:

On May 7, 2024 The Honorable Mayor and City Council approved the Replace Restroom at Washington Park contract for Midwest DCM in an original estimated cost of \$299,900.00. The final cost of the project is \$301,278.86. City requested changes are to the plumbing. (Midwest DCM)

FISCAL IMPACT: \$301,278.86 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Midwest DCM	INTERLOCAL AGREEMENT: N/A
CONTRACT DESCRIPTION: 240112 BM 24(2) Replace RR Washington Park		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: 240112 BM 24(2) Replace RR Washington Park		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: BM 24(2)	CIP PROJECT NAME: Replace RR Washington Park	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve Final Certificate for Payment in the amount of \$1,378.86 and accept final project quantities.

ATTACHMENTS:

- Final Cert. for Payment No. 6
- Certificate of Substantial Completion
- Certificate of Acceptance
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*dimas Batallon*  
*[Signature]*  
*[Signature]*



We Influence The World!

City of Bellevue  
Public Works Administration  
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Project Name: Replace Restrooms Washington Park  
Project Location: 100 E 20<sup>th</sup> Avenue  
BPW Project No. 240112  
Contractor: Midwest DCM, Inc  
Final Completion Date: 10/15/2024  
Bid Amount: \$299,900.00  
Total Completion Cost: \$301,278.86

## CERTIFICATE OF ACCEPTANCE

To: Mayor Rusty Hike  
Chairperson and Members of City Council  
City of Bellevue

We hereby certify that to the best of our knowledge, information and belief, the construction of the project generally known as Replace Restrooms Washington Park has been completed so that it may be used for the purpose for which it was intended. This certification is based on our professional judgment made during periodic observation of the progress of construction. We recommend that the work be officially approved and accepted.

---

David Goedeken, PE  
Public works Director



BPW 240112  
P 2024-74119

OK TO PAY

APPLICATION AND CERTIFICATE FOR PAYMENT

G702

NOV 18 2024 PAGE 1 OF 2

**TO OWNER:**  
City of Bellevue, Nebraska  
1510 Wall Street  
Bellevue, NE 68005

**PROJECT:**  
Washington Park Restrooms & Shelter  
100 E 20th Avenue  
Bellevue, NE 68005

**APPLICATION NO:** 6 - FINAL  
**PERIOD TO:** 9/30/2024

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	PM/FIELD
<input type="checkbox"/>	OTHER

**CONTRACT FOR:** Wash Park Restroom/Shelter  
**CONTRACT DATE:** 05/08/24

**FROM CONTRACTOR:**  
Midwest DCM, Inc.  
8719 S 135th Street, #100  
Omaha, NE 68138

**PROJECT #/Owner:** BPW-240112  
**PROJECT #/ENG-ARCH:** 0  
**PROJECT #/GC:** 6127

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	299,900.00
2. NET CHANGE BY CHANGE ORDERS	1,378.86
3. CONTRACT SUM TO DATE (Line 1+2)	301,278.86
4. TOTAL COMPLETED & STORED TO DATE (Column G/703)	301,278.86
5. RETAINAGE:	
a. 0 % of Completed Work	0.00
(Column D + E on G703)	
b. 0 % of Stored Material	0.00
(Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I / G703)	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 - Line 5)	301,278.86
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	299,900.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	1,378.86
9. BALANCE TO FINISH, INCLUDING RETAINAGE	0.00
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**

By: [Signature] Date: 9/16/2024

State of Nebraska, County of Sarpy  
Subscribed and sworn to me before this 16th day of September, 2024

Notary Public: Cindi Vogt  
My commission expires March 18, 2026



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the on-site observations and the data comprising the application, the GC certifies to the Owner that to the best of the GC's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents and the Subcontractor is entitled to the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$ 1,378.86

(Attached explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** GP Architecture, LLC / 1708 Childs Road East, Bellevue, NE 68005

BY: [Signature] Date: 9/26/24

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total approved in previous month by Owner	0.00	0.00
Total approved this month	1,378.86	0.00
TOTALS	1,378.86	0.00
NET CHANGES by Change Order	1,378.86	



# AIA® Document G704® – 2017

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(name and address)</i> Washington Park Restroom and Shelter Project 100 E. 20 <sup>th</sup> Ave. Bellevue, NE 68005	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: May 8, 2024	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 001  Date: September 30, 2024
<b>OWNER:</b> <i>(name and address)</i> City of Bellevue, Nebraska 1510 Wall Street Bellevue, NE 68005	<b>ARCHITECT:</b> <i>(name and address)</i> GP Architecture, LLC 1708 Childs Road East Bellevue, NE 68005	<b>CONTRACTOR:</b> <i>(name and address)</i> Midwest DCM, Inc. 8719 S. 135 <sup>th</sup> Street Omaha, NE 68138

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.  
*(Identify the Work, or portion thereof, that is substantially complete.)*  
Completion and occupancy of the new restroom and shelter facility at Washington Park.

<u>GP Architecture, LLC</u>	<u>Ralph Gladbach,</u>	<u>September 30, 2024</u>
<b>ARCHITECT</b> <i>(Firm Name)</i>	<b>SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>
		<b>DATE OF SUBSTANTIAL COMPLETION</b>

**WARRANTIES**  
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:  
*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*  
None


**WORK TO BE COMPLETED OR CORRECTED**  
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*  
See attached punch list

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within fifteen (15) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:  
*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*  
Owner will be responsible for insurance and maintenance in the building with the building being turned over for use by the Owner. All utility costs for electric and water use shall be paid by Owner after the building is turned over to the Owner. Contractor shall be responsible for warranty items/issues that may arise during the specified warranty period that is not deemed caused by vandalism.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

<u>Midwest DCM, Inc.</u>		<u>Russ Cooper, President</u>	<u>9/30/24</u>
<b>CONTRACTOR</b> <i>(Firm Name)</i>	<b>SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE</b>
<u>City of Bellevue, NE</u>			
<b>OWNER</b> <i>(Firm Name)</i>	<b>SIGNATURE</b>	<b>PRINTED NAME AND TITLE</b>	<b>DATE</b>



 **AIA**® Document G706®A – 1994

**Contractor's Affidavit of Release of Liens**

<b>PROJECT:</b> <i>(Name and address)</i> Washington Park Restrooms & Shelters 100 E 20 <sup>th</sup> Avenue Bellevue, NE 68005	<b>ARCHITECT'S PROJECT NUMBER:</b> BPW-240112 182-23-04	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Bellevue, Nebraska 1510 Wall Street Bellevue, NE 68005	<b>CONTRACT FOR:</b> Construction Services <b>CONTRACT DATED:</b> 5/8/2024	

STATE OF: Nebraska

COUNTY OF: Sarpy

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.


**EXCEPTIONS:**  
NONE

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*  
Midwest DCM, Inc.  
8719 S 135<sup>th</sup> Street, #100  
Omaha, NE 68138

BY:

  
*(Signature of authorized representative)*  
Russ Cooper **PRESIDENT**  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

September 17, 2024  
Notary Public: Cindi Vogt  
My Commission Expires: 3/18/2026



**CONSENT OF SURETY  
TO FINAL PAYMENT**

ALA Document G707

(Instructions on reverse side)

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

Bond No. 147554

TO OWNER:  
*(Name and address)*  
The City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

ARCHITECT'S PROJECT NO.:  
  
CONTRACT FOR: Restroom and Shelter Project  
  
CONTRACT DATED: May 8, 2024

PROJECT:  
*(Name and address)* Washington Park Restroom and Shelter Project  
100 E. 20th Avenue, Bellevue, NE

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Inland Insurance Company  
P.O. Box 80468  
Lincoln, NE 68501

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Midwest DCM, Inc.  
8719 S. 135th Street, Suite 100  
Omaha, NE 68138

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

The City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

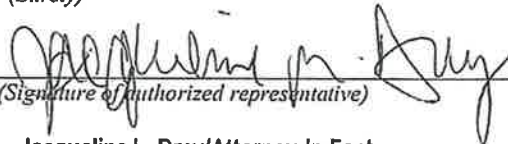
, OWNER,

as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: 17th day of September, 2024  
*(Insert in writing the month followed by the numeric date and year)*

Inland Insurance Company

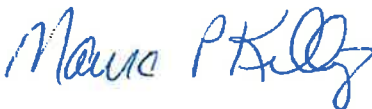
*(Surety)*

*(Signature of authorized representative)*  


Jacqueline L. Drey/Attorney-In-Fact

*(Printed name and title)*

Attest:  
(Seal):





# INLAND INSURANCE COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the INLAND INSURANCE COMPANY, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety; Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Sharon K. Murray, Firth, Nebraska or David A. Dominiani, Lincoln, Nebraska  
or Maura P. Kelly, Council Bluffs, Iowa or Joan Leu, Ralston, Nebraska or Jacqueline L. Drey  
or Kevin J. Stenger or David G. Jesse, Omaha, Nebraska or Dustin Cooper, Elkhorn, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the INLAND INSURANCE COMPANY, held on July 23, 19  
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed accordance with Article V-Section 6 of the Company Bylaws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated  
IN WITNESS WHEREOF, INLAND INSURANCE COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed  
this 16th day of February, 20 22.

*Carol J. Clark*

Secretary/Treasurer

By

State of Nebraska

County of

of

ss.

Lancaster

INLAND INSURANCE COMPANY

*Curt L. Hartter* President



On this 16th day of February, 20 22, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the INLAND INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*

Notary Public



My Commission Expires February 16, 26.

I, Philip C. Abel, Director of INLAND INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said INLAND INSURANCE COMPANY, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 17th day of September, 20 24.

*Philip C. Abel*

Director



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

22e.  
12/3/2024

COUNCIL MEETING DATE: December 3, 2024		SUBMITTED BY: Epiphany Ramos - WW Superintendent	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Twin Creek siphon stabilization preliminary evaluation.

SYNOPSIS/BACKGROUND:

Sanitary sewer structure in the vicinity of 36th and West Papio Creek was found exposed in a recent inspection. Suggested is a preliminary evaluation to develop a long-term solution for the protection or replacement of siphon. The evaluation will address the protection of the pipes in place or the replacement of the siphon pipes.

FISCAL IMPACT: \$46,450 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Twin Creek Siphon Stabilization

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Twin Creek Siphon Stabilization

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: WW20-73 ACCOUNT NUMBER: 7000

RECOMMENDATION:

Approve and authorize the Mayor to sign the professional services agreement with HDR Engineering.

ATTACHMENTS:

1. HDR Profesional Services Agreement 2. 3.  
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Aimee Bortilla*  
*[Signature]*  
*[Signature]*

**AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES  
TWIN CREEK SIPHON EVALUATION**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of December, 2024, between City of Bellevue, Nebraska (“OWNER”) a municipal corporation, with principal offices at 1500 Wall Street, Bellevue, NE 68005, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Twin Creek Siphon Evaluation (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of

Direct Labor Costs times a factor of 3.18 for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$46,450.00.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense.

#### **SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time periods described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF BELLEVUE, NEBRASKA  
"OWNER"

BY: \_\_\_\_\_

NAME: Rusty Hike

TITLE: Mayor

ADDRESS: 1500 Wall Street  
Bellevue, NE 68005

HDR ENGINEERING, INC.  
"ENGINEER"

BY: *Matthew B. Tondl*

NAME: Matthew B. Tondl, P.E.

TITLE: Senior Vice President

ADDRESS: 1917 South 67<sup>th</sup> Street  
Omaha, NE 68106

**EXHIBIT A**

**SCOPE OF SERVICES**

**EXHIBIT A**  
**SCOPE OF SERVICES**

**PART 1.0 PROJECT DESCRIPTION:**

The portion of the City of Bellevue located south and west of the 36<sup>th</sup> Street and the West Papio Creek is served by a gravity sanitary sewer. The gravity sewer crosses under the West Papio Creek approximately 680 FT west of 36<sup>th</sup> Street and connects to the City of Omaha West Papio Interceptor Sewer. A recent inspection of the siphon found the twin 18 In siphon pipes exposed on the north side of the creek.

The Scope of Work is the preliminary evaluation of the siphon to develop a long-term solution for the protection or replacement of siphon. The evaluation will address the protection of the pipes in place or the replacement of the siphon pipes.

The evaluation will include:

- Assess the condition of the existing siphon pipes through either CCTV, SONAR, and/or pressure testing provided the siphon pipes can be dewatered and isolated.
- Assess the condition of the siphon inlet and outlet structures.
- Topographic survey of along the siphon alignment, within the channel, and up to and including siphon inlets and outlets.
- Evaluation of the option to protect the pipe in place and stabilize the channel banks.
- Evaluation of the option to replace the siphon pipes and stabilize the channel.
- Permitting assessment – to include USACE Section 404, USACE Section 408 Authorization, and Floodplain – for the purpose of evaluating the concept level alternatives (referenced above).

A subsequent amendment will address the final design and construction phase services for the recommended solution.

**Key Understandings:**

1. Travel will be in proximity to the City of Bellevue, Nebraska.
2. Meetings and presentations will be at the City Engineer's office or City administrative offices.
3. OWNER will provide for access to the structures for inspection.
4. The scope of work does not include evaluation of the sewer flows to the siphon.
5. The scope of work does include assessment of potential considerations for USACE Section 404 permitting, USACE Section 408 Authorization, and floodplain permitting. However, it does not include any submittals to the USACE, request for Section 408 authorization, or application for any individual or general nationwide permits; nor does it include local, state, or federal floodplain permit applications.

6. Coordination with Papio-Missouri River Natural Resources District, if necessary, to understand floodplain permitting requirements and Section 408 Authorization.
7. The scope of work does not include hydrologic analysis or hydraulic analysis in support of the Section 408 Authorization or floodplain permitting assessment (specific to modifications to the stream banks).
8. The scope of work does not include wetland delineation, geotechnical investigation, final design, land acquisition, permitting, or construction phase services.

## **PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER**

### **TASK SERIES 100 – PROJECT MANAGEMENT**

**Objective:** Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; and overall project management.

**HDR Activities**      **110 – Project Management**

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.
- Utility coordination.

### **TASK SERIES 200 – DATA COLLECTION**

**Objective:** Completion of topographic survey and existing siphon evaluation.

**HDR Activities**      **210 – Topographic Survey**

- Complete topographic survey.

**220 – Pipe and Structure Investigation**

- Asses the condition of the siphon pipes and siphon inlet and outlet structures.
- Provide report.

### **TASK 300 – PRELIMINARY EVALUATION**

**Objective:** Evaluate of the option of 1) protecting the existing siphon pipes in place, if the siphon pipes can be accessed for condition assessment and are found to be in good condition, and 2) the option of constructing new siphon pipes to replace the existing pipes. Option No. 1 efforts will not proceed if the siphon pipes are found to be in poor condition.

**HDR Activities**

**310 – Protect Existing Pipe Evaluation**

- Receive confirmation the existing pipes are in good condition.
- Develop draft plan for installation of sheet pile adjacent to the pipe, placing concrete around the pipe, regrading the stream bank, and providing stream bank protection.
- Develop quantities and prepare preliminary opinion of probable construction cost.
- Identify permitting constraints and requirements.
- Prepare draft memorandum summarizing findings.

**320 – Replace Existing Pipe Evaluation**

- Develop approach for constructing new siphon pipes, abandonment of existing pipes, and providing stream bank protection.
- Develop quantities and prepare preliminary opinion of probable construction cost.
- Identify permitting constraints and requirements.
- Prepare draft memorandum summarizing the pipe replacement option including exhibits.

**330 – Development of Preliminary Design Memorandum**

- Incorporate evaluations into one summary memorandum.
- Develop final recommendations.

**340 – Submittal and Review Meeting**

- Submit three sets of memorandum summarizing findings to the OWNER for review.
- Attend one review meeting.
- Summarize and distribute the meeting notes.
- Incorporate the review comments and finalize the memorandum.

**Deliverables:** Draft design memorandum  
Final design memorandum

**PART 3.0 OWNER’S RESPONSIBILITIES:**

1. Access to the existing siphon structures.
2. Review of submittals.

**PART 5.0 PERIODS OF SERVICE:**

Notice to Proceed	December 5, 2024
Data Collection	January 24, 2024
Draft Memorandum Submittal	March 7, 2025

Final Memorandum Submittal

March 28, 2025

**EXHIBIT B**

**TERMS AND CONDITIONS**

# HDR Engineering, Inc. Terms and Conditions for Floodplain, Dams and Levee Professional Services

## 1. STANDARD OF PERFORMANCE

Notwithstanding any other provision of any contract term between the ENGINEER and the OWNER, the standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

ENGINEER and OWNER agree that no other party is an intended or unintended third-party beneficiary of this contract, and that ENGINEER's duties run solely to OWNER.

## 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), to loss of profits or revenue arising out of, resulting from, or in any way related to the project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

## 3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

## 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

## 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

## 6. OWNER-PROVIDED SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to the project in OWNER's possession, and any requirements or budgetary limitations. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents, information and services.

In performing services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests.

## 7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

## 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

## 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

## 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

## 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice.

OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## 12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## 13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, purchase order, requisition, notice-to-proceed, or like document. In resolving inconsistent or contradictory provisions between this Agreement and any other document or understanding, the terms of these Terms and Conditions shall control.

## 14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## 15. CERTIFICATIONS

The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices and OWNER approved design loads. Certification of "as built" conditions is a statement that the structure(s) has been built according to specifically identified drawings, specifications and contract documents to the extent the structure(s) is readily observable, is in place, and is fully functioning. The definition and legal effect of any and all certifications shall be limited as stated herein.

## 16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This

Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## 17. ALLOCATION OF RISK

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

## 18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for engineering services when gathering information and documents and shall pay ENGINEER its standard rates for providing expert witness services when attending depositions, hearings, and trial.

If ENGINEER is made a party to any litigation concerning OWNER's flood control structures, OWNER shall reimburse ENGINEER for all costs of defense pending a final determination of ENGINEER's professional liability. If ENGINEER is found by a court of competent jurisdiction to have been negligent, ENGINEER shall reimburse OWNER the costs of defense paid by OWNER, and shall satisfy any judgment up to ENGINEER's limitation of liability. Any amount in excess of ENGINEER's limitation of liability shall be paid by OWNER.

## 19. MAINTENANCE OF STRUCTURES AND SYSTEMS

OWNER agrees that structures and systems studied, reviewed, analyzed or designed by the ENGINEER are dependent upon OWNER's continued operation and maintenance of the project structures and systems in accordance with all permits, laws and regulations that permit the construction and operation of the structures and systems, including any Engineer prepared operations and maintenance plans. Should OWNER fail to operate or maintain the structures to be in full compliance with permits, approvals, and operations and maintenance plans, ENGINEER shall have no liability to OWNER, and OWNER shall indemnify, release and hold ENGINEER and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against ENGINEER.

## 20. VISUAL INSPECTIONS

For visual inspections, OWNER hereby releases, holds harmless, indemnifies and agrees to defend ENGINEER against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.

## 21. DESIGN CRITERIA DISCLAIMER

Prevailing science and understanding of natural forces including, but not limited to, flood, rain, temperature, earthquakes and wind indicates a dynamic and non-stationary system of potential loads. OWNER acknowledges and accepts all liability for the selection of appropriate return intervals and selection of extreme natural events for the use in the design of the dam, levee or flood control system. OWNER acknowledges they have taken into account the impacts of the various natural events when selecting the design criteria for the project.

## 22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by

ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

**23. FORCE MAJEURE**

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

**24. EMPLOYEE IMMUNITY**

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

**THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a**

Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to:

§558.0035(1)(a)-(e); §471.023(3)(an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11)(architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

## EXHIBIT C

BELLEVUE TWIN CREEK SIPHON  
Estimated Man-hours and Fee Summary  
November 8, 2024

ESTIMATED MANHOURS SUMMARY											
TASK SERIES	PROJECT MANAGER	CONTROLLER	CIVIL ENGINEER	JUNIOR ENGINEER	QC	SECTION 408	SECTION 404	FLOOD PLAIN	CIVIL CAD	ADMIN	TOTAL
	BELL	SAYLER	SCHMOKER	SPENCER	KOENIG	WOODWARD	DAMGAARD	OMAR	HARVEY	CUMMINS	
<b>Task 100 Project Management</b>											
110 Project Management	6	2									8
120 Kickoff Meeting	3			2	2						7
<b>Subtotal Task 100</b>	<b>9</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>15</b>
<b>Task 200 Data Gathering</b>											
210 Data Gathering	2								4		6
RW Surveying											0
GBA											0
USG											0
<b>Subtotal Task 200</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>6</b>
<b>Task 300 Preliminary Evaluation</b>											
310 Protect Existing	8		4	12	2	4	4	12	8		54
320 Replace Siphon Pipes	8		4	12	2	4	4		8		42
330 Preliminary Memorandum	16		2		2					2	22
340 Submittal Meeting	2				2						4
<b>Subtotal Task 300</b>	<b>34</b>	<b>0</b>	<b>10</b>	<b>24</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>12</b>	<b>16</b>	<b>2</b>	<b>122</b>
<b>TOTAL</b>	<b>45</b>	<b>2</b>	<b>10</b>	<b>26</b>	<b>10</b>	<b>8</b>	<b>8</b>	<b>12</b>	<b>20</b>	<b>2</b>	<b>143</b>

**DIRECT COSTS**

	Task Series	Travel Expenses		Postage	Print & Photo-copy	Mapping and Photos	Misc.	Total
Task 100	Project Management	Mileage	Cost					
	110 Project Management		\$0.00					\$0.00
	120 Kickoff Meeting	30	\$20.10					\$20.10
Task 200	Data Gathering							
	210 Data Gathering		\$0.00					\$0.00
	RW Surveying		\$0.00					\$0.00
	GBA		\$0.00					\$0.00
	USG		\$0.00					\$0.00
Task 300	Preliminary Evaluation							
	310 Protect Existing		\$0.00					\$0.00
	320 Replace Siphon Pipes	30	\$20.10		\$5.00			\$25.10
	330 Preliminary Memorandum		\$0.00		\$26.00			\$26.00
	340 Submittal Meeting	30	\$20.10					\$20.10
		<b>90.00</b>	<b>\$60.30</b>	<b>\$0.00</b>	<b>\$31.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$91.30</b>

**EXHIBIT C - FEE SUMMARY**

Task Series	Total Hours		Total Labor	Direct Costs	Subconsultants	Total	
<b>Task 100 Project Management</b>							
110 Project Management	8	3.18	\$1,666.43	\$0.00		\$1,666.43	
120 Kickoff Meeting	7	3.18	\$1,566.66	\$20.10		\$1,586.76	\$3,253
<b>Task 200 Data Gathering</b>							
210 Data Gathering	6	3.18	\$786.53	\$0.00		\$786.53	
RW Surveying	0	3.18	\$0.00	\$0.00	\$2,860.00	\$2,860.00	
GBA	0	3.18	\$0.00	\$0.00	\$2,856.00	\$2,856.00	
USG	0	3.18	\$0.00	\$0.00	\$12,260.00	\$12,260.00	\$18,763
<b>Task 300 Preliminary Evaluation</b>							
310 Protect Existing	54	3.18	\$10,801.73	\$0.00		\$10,801.73	
320 Replace Siphon Pipes	42	3.18	\$7,546.21	\$25.10		\$7,571.31	
330 Preliminary Memorandum	22	3.18	\$4,935.84	\$26.00		\$4,961.84	
340 Submittal Meeting	4	3.18	\$1,079.50	\$20.10		\$1,099.60	\$24,434
<b>TOTAL</b>	<b>143</b>		<b>\$28,382.90</b>	<b>\$91.30</b>	<b>\$17,976.00</b>	<b>\$46,450.20</b>	<b>\$46,450</b>

**TOTAL:**

**\$46,450**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

22f.  
12/3/2024

COUNCIL MEETING DATE: <b>December 3, 2024</b>		SUBMITTED BY: <b>Dave Goedeken - Public Works Director</b>	
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:**

**Haworth Park Ballfields - Renovations**

**SYNOPSIS/BACKGROUND:**

Renovation of the sprinkler systems which have not been used in years. A sprinkler system will make it a premier place to play Baseball and Softball games for youth and adults. There were two cost estimates to do the installation of the sprinkler system replacement, they were Millard Sprinkler and Pride Home Maintenance Services, Inc. The low bidder was Pride Home Maintenance Services, Inc. at \$60,000.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Pride Home Maintenance Services, Inc. not to exceed \$60,000.00 for Haworth Park Ballfields-Renovations

**ATTACHMENTS:**

1. <input type="text" value="Memo"/>	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: \_\_\_\_\_

*Simone Bataillon*  
*[Signature]*  
*[Signature]*




We Influence The World!

City of Bellevue  
Parks Department  
8201 South 42<sup>nd</sup> St. • Bellevue, Nebraska • 68147 • 402-293-3122

**MEMO**

TO: Dave Goedecken  
Public Works Director

FROM: Jim Shada 

SUBJECT: Haworth Park Ballfields - Renovations

DATE: November 14, 2024

As you are aware, we are planning on doing some renovation of the Haworth Ballfields this fiscal year. Besides doing the replacement of the ballfield fencing we would also like to renovate the sprinkler system that has not been used for several years. With a sprinkler system that can be used, it will be a premier place to play Baseball and Softball games for youth and adults. (Infield lighting was replaced last year). We have received two cost estimates to do the installation of the sprinkler system replacement.

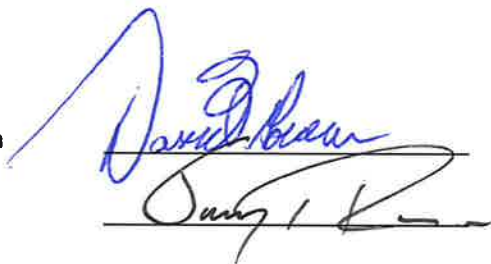
Millard Sprinkler - \$63,250.00  
Pride Home Maintenance Services, Inc. - \$60,000.00

I would like your approval to hire Pride Home Maintenance Services, Inc. We have money in our Parks Maintenance budget (#6320) for this project.

Thank you!

Dave Goedecken

Jim Ristow



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: December 3, 2024		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:

Purchase of Fabrication Welder for the Fleet Department

SYNOPSIS/BACKGROUND:

Purchase of Miller PKG XMT 350 CC/CV MIGRUN Welder and accessories for the Fabrication Department. This will give the Fabrication Department two welders to be in service at the same time and be more efficient. Currently the department has one welder that is over 10 years old. It is necessary to have a second welder in case the existing welder goes down again.

FISCAL IMPACT: \$12,204.27 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY: Matheson Welding Supply	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: YES
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 10-16-7100	ACCOUNT NUMBER: 7100	

RECOMMENDATION:

Mayor to approve the purchase of a Miller PKG XMT 350 CC/CV MIGRUN Welder and accessories from Matheson Welding Supply not to exceed the amount of \$12,204.27.

ATTACHMENTS:

- |               |           |    |
|---------------|-----------|----|
| 1. Memorandum | 2. Quotes | 3. |
| 4.            | 5.        | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Shirley Portailan*  
*[Signature]*  
*Dung T. Kim*



## MEMORANDUM

**To:** Dave Goedecken  
**From:** Todd Jarosz  
**Subject:** Fabrication Welder  
**Date:** November 18, 2024

I am requesting authorization to purchase a Miller PKG XMT 350 CC/CV MIGRUN Welder and accessories for the Fabrication department. This welder will allow the Fabrication Department to have two welders in service at the same time and be more efficient. Currently we have one welder that is over ten years old that we use to weld metal over ¼" thick., if this welder went down during a snowstorm, it could be very hindering for the Fabrication Department to provide the service we need. This quote also includes 250' of 2/0 welding cable to make new portable leads that can be used with all the welders the city owns.

This is a budgeted item in the 2024-2025 FY budget. There are two vendors in the Omaha area that can supply this for us. I have attached pricing from both.

**Miller PKG XMT CC/CV MIGRUN welder. \$12,204.27**

It is my recommendation to purchase the welder from Matheson Welding Supply.

Thank you,

A handwritten signature in blue ink that reads "Todd Jarosz".

Todd Jarosz  
City of Bellevue  
Fleet Superintendent



# MILLER ELECTRIC Multiprocess Welder: XMT 350 CC/CV, DC, MIG Pack w/20 Series Wire Feeder

Item **55XC18** Mfr. Model **951786**

Web Price ⓘ  
**\$13,265.55** / each

This item requires special shipping,  
additional charges may apply.

Qty  
1

**Add to Cart**

Ship

Pickup

**⚠ Ships from supplier.**  
Expected to arrive by end of  
**Dec, 2024.**

Ship to **68101** | [Change](#)

Shipping Weight **239 lbs**

[Ship Availability Terms](#)

[Compare](#)

[Product Details](#) Catalog Page [2300](#)

[Add to List](#)

Brand **MILLER ELECTRIC**

Welder Series **XMT 350 CC/CV**

Manufacturer Part Number **951786**

Process

- MIG Welding (GMAW)**
- Flux-Cored Welding (FCAW)**
- Stick Welding (SMAW)**
- MIG Welding (GTAW)**
- Air Carbon Arc Cutting and Gouging (CAC-A)**

Phase **Single-/Three-Phase**

Input Frequency **50/60 Hz**

Polarity **DC**




Input Voltage

- 208V AC**
- 220/230/240V AC**
- 380/400V AC**
- 440/460/480V AC**
- 575V AC**

Welding Power Source Type **CC/CV**

Minimum Amperage (Stick) **5 A**

## Documents

-  [Miller XMT 350 Series Multiprocess Welder Spec Shee](#)
-  [Miller 20 Series Wire Feeders Spec Sheet](#)
-  [Miller XMT 350 Consumables & Accessories](#)

Loading



# MATHESON

The Gas Professionals

## QUOTATION

39273452650

**FOR CHEMICAL EMERGENCY**  
 SPILL, LEAK, FIRE, EXPOSURE, OR ACCIDENT  
**CALL CHEMTREC - DAY OR NIGHT**  
**800-424-9300**

For calls originating outside the Continental U.S.:  
 202-483-7616 - Washington, DC, Collect  
 ALL CALLS ARE RECORDED

QUOTE

CAUTION: Use no oil or lubricant of any kind on oxygen cylinders, valves, gauges, regulators, or other fittings as such is dangerous and may cause explosions.

<b>S H I P T O</b>	CITY OF BELLEVUE/HANCOCK ST # 9TH HANCOCK BELLEVUE NE 68005-5299	<b>S O L D B Y</b>	MATHESON TRI-GAS INC 4106 19TH STREET COUNCIL BLUFFS IA 51501 712-366-4300
--	--	--	---

QTE 18-NOV-24 02:57PM lhartsoc 402-293-3128 Ship Date: 11/18/24 A52 LH  
 ORDER 0040647549-00 DATE 11/18/24 TERR 150003 SALES 000B98 GAS P/O SHIP VIA WILL CALL UPS 0 PAGE 001 OF 001  
 CUST 93797 NAMECITY OF BELLEVUE BRN150003 HGGD P/O OTHZN 00 COL PPD X

QTY SHIPPED	UOM	H M	DESCRIPTION HAZARD CLASS & I.D. NUMBER	LINE NO.	ITEM NUMBER	QTY ORDERED	QTY BKORD	BIN LOC	WEIGHT	UNIT AMOUNT	EXTENDED AMOUNT
<b>We reserve the right, in our sole and exclusive discretion,            to refuse to sell our products to anyone for any reason.</b>											
***** QUOTE ***** Quote Expiration Date: 12/18/24 ** Location: 150003 **											
1	EA		MILLER PKG XMT 350 CC/CV MIGRUN NER 208-575 20 SER 951786-001 MFG PART #:951786-001	1	MIL 951786001	1	0			10941.000	10941.00X
250	FT		*** Serial Numbers Required *** KALAS 2/0 250' BLK WELD CABLE TOUGHFLEX MADE IN USA MFG PART #:640064.01.001	2	KAL 20250	250	0			4.7777	1194.43X
2	EACH		MS TERMINAL CONNECTOR 2AF MSY2AFMS MFG PART #:MSY2AFMS	4	MSY 2AFMS	2	0			24.9700	49.94X
1	RL		*LC HD40 connector	5	LWD LEN05063	1				18.9000	18.90X
										Subtotal	12204.27
										Tax	0.00
										Total Sale	12204.27

NOTE	<input type="checkbox"/> CARRIERS VEHICLE PLACARDED ACCORDING TO EXISTING REGULATIONS	CASH RECEIVED \$
	TOTAL EMPTY CYLINDERS RETURNED SUBJECT TO INSPECTION AT SELLER PLANT	
RECEIVED - FOR SELLER		ACCEPTED - FOR ABOVE VENDEE

ORDER #

CUSTOMER #

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

PLACARDS OFFERED FOR CARRIER VEHICLES ACCORDING TO EXISTING REGULATIONS

**ALL SALES ARE SUBJECT TO MATHESON TERMS AND CONDITIONS, POSTED AT [www.mathesongas.com](http://www.mathesongas.com). NO TERMS AND CONDITIONS CAN BE MODIFIED EXCEPT BY A WRITING SIGNED BY AN AUTHORIZED OFFICER OF SELLER AND BUYER. UNLESS OTHERWISE NOTED, QUOTATION IS VALID FOR 30 DAYS.**

ORIGINAL COPY

**CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET**

22h.  
12/3/2024

COUNCIL MEETING DATE: December 3, 2024		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 Second 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 was extended for an additional one (1) year term with an expiration date of December 21, 2024. 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 Second Extension solely extends the term of the Agreement and does not change any other provisions.

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 and authorize the Mayor to Sign the Second Extension to the Real Estate Broker Services Agreement with CBRE Inc.

**ATTACHMENTS:**

1. <input type="text" value="Second Extension to the 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: \_\_\_\_\_

  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**REAL ESTATE BROKER SERVICES AGREEMENT**

**SECOND 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**, the Agreement was extended by the First Extension approved by the City Council on December 19, 2023.

**WHEREAS**, the parties have had the opportunity to discuss the Agreement and desire to enter into this Second 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 was extended through December 21, 2024, shall be extended for a one (1) year term (hereinafter “Extension Term”). The Extension Term shall commence on December 21, 2024 and will remain in effect through December 21, 2025, 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 Second Extension to be executed by their duly authorized representatives on this \_\_\_\_ day of December 2024.

**CONTRACTOR:**

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY:**

Sign: \_\_\_\_\_

Name: Rusty Hike

Title: Mayor

Date: \_\_\_\_\_

## 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.

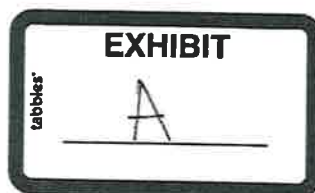
Contractor warrants to City that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel.

### 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



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**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.**

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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.

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**10.4.3 Contractor may attach more detailed pricing information and additional items and costs for consideration.**

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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.