Bellevue City Council Meeting
Tuesday, May 6, 2025 6:00 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Peggy Dunston, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
    a. Approval of the Agenda
    b. Approval of the Consent Agenda ***(Items marked with an (*) are approved where this item is, unless otherwise removed)***
        1. * Approval of the April 15, 2025 City Council Minutes.
        2. * Acknowledge receipt of the April 24, 2025 Planning Commission Minutes.
6. APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
    a. Proclamation declaring May 12 - 18, 2025 as "Bike Week" and May 21, 2025 as "The International Ride of Silence"
    b. Grow Sarpy 1st Quarter Update - Lisa Scheve, Executive Director Grow Sarpy.
8. ORGANIZATIONAL MATTERS:
    a. * Recommend the appointment of Kay Hegler to the Bellevue Tree Board, filling the remaining term of JoAnne Langabee, ending May, 2026.
9. APPROVED CITIZEN COMMUNICATION: None
10. LIQUOR LICENSES:
    a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale, for W & P Enterprises Inc. dba "Pat & Wally's" located at 701 Galvin Road South Suite 114, Bellevue, NE 68005 and Brandon Wallraff as Manager; and approval of a temporary operating permit. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
    a. Ordinance No. 4182: Request to approve the detachment of Tax Lot 26 and Part of Tax Lot 28 Adjacent, located in the Southwest ¼ of Section 1, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and Part of Tax Lots 1 and 2A, North and West of railroad right of way, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, together with that portion of Tax Lot 1 and 2A as described and filed for record August 16, 1963, in Deeds Records, Book 114, Page 590, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: City of Bellevue. (Planning Director)
    b. Ordinance No. 4183: Request to amend Section 9-3, Subsection (1) of the Bellevue Municipal Code to amend the Ward One boundary to account for the de-annexation of Offutt AFB property. Applicant: City of Bellevue. (Planning Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
    a. Ordinance No. 4184: Request to vacate all of the right-of-way within the limits between 18th & 20th Street, a platted and recorded addition to Sarpy County, Nebraska. (Public Works Director)
13. ORDINANCES FOR INTRODUCTION (1st reading):
    a. Ordinance No. 4185: Request to rezone Lots 1 and 2, Mr. T's Addition Replat II, being a replat of Lot 1, Dvorsky's Commercial Subdivision II, and Lot 1, Mr. T's Addition Replat I, from

BG and ML to BG and ML for the purpose of commercial development. Applicant: John Howell. General Location: 36th Street and Cornhusker Road. (Planning Director)

b. Ordinance No. 4186: An ordinance to approve the Real Estate Exchange Agreement, to provide an effective date, and authorize the Mayor to sign. (Administration) **(Request the three readings be waived, hold a public hearing at tonight's meeting and to vote after the public hearing)**

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request to final plat Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except for right-of-way), and 22, all located in the Northeast 1/4 of Section 22, T13N, R13E of the 6th P.M., Sarpy County Nebraska. Applicant: City of Bellevue. General Location: Northwest corner of Hwy 75 and Hidden Valley Drive. (Planning Director)

b. Request to small subdivision plat Lot 1, Jena's Corner, being a replat of Lots 9 through 11, and 19 through 21, Block 1, Randolph Place and half of the vacated alley adjacent; and waiver of Section 6-7 (4), Subdivision Regulations, regarding through lots. Applicant: Chuck Shanahan. General location: 2520 Olive Street. (Planning Director)

15. RESOLUTIONS:

a. Resolution No. 2025-07: Update of Master Fee Schedule (City Clerk)

16. CURRENT BUSINESS:

a. Approve the amendments to the City Council Policy Resolutions. (Council President Casey)

b. Approve and authorize the Mayor to sign the Subrecipient Agreement with Lift Up Sarpy County for the Bellevue Community Response and Outreach, in an amount not to exceed $13,662.50. (Finance Director/CDBG Program Specialist)

c. Approve and authorize the Mayor to sign the Subrecipient Agreement with Bellevue Public Schools for the Family Literacy Program, in an amount not to exceed $20,000.00. (Finance Director/CDBG Program Specialist)

d. Approve and authorize the Mayor to sign the Subrecipient Agreement with All Seasons Foundation for the Assistance for Vulnerable Adults & Senior Programming, in an amount not to exceed $13,662.50. (Finance Director/CDBG Program Specialist)

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

f. Approve and authorize the Mayor to sign the Subrecipient Agreement with Bellevue Economic Enhancement Foundation for the Chamber Small Business Assistance Program, in an amount not to exceed $50,000.00. (Finance Director/CDBG Program Specialist)

g. Approve and authorize the Mayor to sign the Subrecipient Agreement with Habitat for Humanity of Sarpy County for the Home Repair Program, in an amount not to exceed $50,000.00. (Finance Director/CDBG Program Specialist)

h. Approve and authorize the Mayor to sign agreement with Alfred Benesch for the Everett Park Pickleball Courts and Parking Lot, in an amount not to exceed $11,500.00. (Public Works Director)

i. Approve and authorize the Mayor to sign the Agreement with Streetscan USA Inc. for Assessment Management, in an amount not to exceed $229,270.00. (Public Works Director)

j. Approve and authorize the Mayor to sign the Agreement with Dean Snyder Construction for the Fire Department Outbuilding Addition & Parking Lot (Phase 3), in an amount not to exceed $809,000.00. (Public Works Director)

k. Approve and authorize the Mayor to sign the Notice of Award & Agreement with OMNI Engineering for the 2025 Overlay Projects, in an amount not to exceed $1,432,650.45. (Public Works Director)

l. Approve and authorize the Mayor to sign the Notice of Award & Agreement with NL & L Concrete Inc. for the 2025 Concrete Projects - Pkg 1, in an amount not to exceed $882,776.00. (Public Works Director)

m. Approve final payment to American Fence Company in an amount not to exceed

$100,862.45. Approve project as substantially complete & accept final project quantities and authorize the Mayor to sign. (Public Works Director)

n. Approve and authorize the Mayor to sign the Temporary Waiver of Sidewalk Construction with Bellevue University. (Administration)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(April Report is attached to Council packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
5/6/2025

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 April 15, 2025 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw.

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.

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Pastor Andrew Diorio, Midlands Baptist Church, 2407 Chandler Road East, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following items: Acknowledge receipt of the March 4, 2025 Tree Board Minutes; Acknowledge receipt of the March 27, 2025 Planning Commission Minutes; and Approval of April 1, 2025 City Council Minutes. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

APPROVAL OF CLAIMS:

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

SPECIAL PRESENTATIONS:

Presentation from Forvis on the Audit & Financial Statement for Fiscal Year 23-24, ending September 30, 2024. (Finance Director)

Mr. Rich Severson, Finance Director, explained the Council has received the financial statement for Fiscal Year 2023-2024. He introduced Ms. Colby Jensen with Forvis.

Ms. Colby Jensen, 1120 South 101st Street, Omaha, Audit Director with Forvis Mazars CPA Firm, explained the audit process and responsibilities of the city. She stated the firm's opinion is listed at the beginning of the financial document. She is happy to report, Forvis has issued a clean or unmodified opinion, stating the city's financial statements are free from material misstatement. Included in the back of the document are two additional opinions.

Mr. Severson stated the financial statements are on the city's website. He said the city is in good financial shape and the documents reflect that.

Councilwoman Welch questioned if the audit contributes to the bond rating.

Mr. Severson mentioned anything less than a good audit would be looked at. The audit supports the rating.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Jennifer Miller as manager for Kum & Go LLC dba "Kum & Go located at 13905 Williamsburg Drive, Bellevue, Nebraska 68123. (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

Motion was made by Burns, seconded by Collins, to recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Jennifer Miller as manager for Kum & Go LLC dba "Kum & Go" located at 13905 Williamsburg Drive, Bellevue, Nebraska 68123. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4181: Request to rezone Lots 1 and 2, Kennedy Town Center Replat Eight , being a plat of Lot 72, Kennedy Town Center and Lot 5, Kennedy Town Center Replat Three, from BG-PCO and BGH-PCO to BG-PCO and BGH-PCO with site plan approval of Lot 2, Kennedy Towne Center Replat Eight, for the purpose of an automobile dealership. Applicant: Oxus, LLC. General Location: South 22nd Street and Kennedy Avenue. (Planning Director)

Ordinance No. 4181: 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 South 22nd Street and Kennedy Avenue, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Motion was made by Casey, seconded by McCaw, to approve Ordinance No. 4181: 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 South 22nd Street and Kennedy Avenue, more particularly described in Section 1 of the ordinance and to provide an effective date. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Small Subdivision Plat Lots 1 and 2, Kennedy Town Center Replat Eight.

Motion was made by Collins, seconded by Casey, to Small Subdivision Plat Lots 1 and 2, Kennedy Town Center Replat Eight. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4182: Request to approve the detachment of Tax Lot 26 and Part of Tax Lot 28 Adjacent, located in the Southwest ¼ of Section 1, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and Part of Tax Lots 1 and 2A, North and West of railroad right of way, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, together with that portion of Tax Lot 1 and 2A as described and filed for record August 16, 1963, in Deeds Records, Book 114, Page 590, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 4182: An ordinance to detach from the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the 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 in the audience came forth to speak in support of or in opposition to the application.

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on May 6, 2025.

Ordinance No. 4183: Request to amend Section 9-3, Subsection (1) of the Bellevue Municipal Code to amend the Ward One boundary to account for the de-annexation of Offutt AFB property. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 4183: An ordinance to amend Section 9-3 of the Bellevue Municipal Code to provide for revised City Council Ward Boundaries; to repeal subsection (1) of Section 9-3 of the Bellevue Municipal Code as heretofore existing regarding the Ward One Boundary; and to provide for the effective date of this ordinance was read for the second time and a public hearing was held.

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

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on May 6, 2025.

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4184: Request to vacate all of the right-of-way within the limits between 18th & 20th Street, a platted and recorded addition to Sarpy County, Nebraska. (Public Works Director)

Ordinance No. 4184: An ordinance to vacate that part of the alley right-of-way described as between Lots 1-6 Block 1 EXC W 10 FT & Lots 7-12 Block 1 EXC W 10 FT & Lots 11-12 Block 1 Swift Place and Lots 1-2 & 23 Block 4 Swift Place, Lots 3-5 Block 4 Swift Place, Lots 6-11 & 12B Block 4 Swift Place, Bellevue, a subdivision in Sarpy County, Nebraska with title thereto vesting in the abutting property owner and to provide an date therefore was read for the first time by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on May 6, 2025.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Request for site plan approval for Lot 1, Kennedy Town Center Replat Eight, for the purpose of an AutoZone auto parts store. Applicant: Zaremba Group, LLC. General Location: Southeast Corner of West Chandler Road and South 22nd Street. (Planning Director)

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

Ms. Diane Bruce, President Bellevue Chamber of Commerce, 13407 South 22nd Street, spoke in support of the request.

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 Burns, to approve a request for site plan approval for Lot 1, Kennedy Town Center Replat Eight, for the purpose of an AutoZone auto parts store. Applicant: Zaremba Group, LLC. General Location: Southeast Corner of West Chandler Road and South 22nd Street. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

RESOLUTIONS: NONE

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Proposal with MacQueen Equipment for (1) Pierce Velocity PUC Tanker and (1) Pierce Velocity Heavy Duty Rescue-Non-Walk-In for the Fire Department, in an amount not to exceed $3,560,000.00. (Fire Chief)

Motion was made by Burns, seconded by Welch to approve and authorize the Mayor to sign the Proposal with MacQueen Equipment for (1) Pierce Velocity PUC Tanker and (1) Pierce Velocity Heavy Duty Rescue-Non-Walk-In for the Fire Department, in an amount not to exceed $3,560,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) subrecipient agreement with Bellevue Junior Sports Association for B-23 CDBG funding, in an amount not to exceed $6,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Motion was made by Burns, seconded by Collins, to approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) subrecipient agreement with Bellevue Junior Sports Association for B-23 CDBG funding, in an amount not to exceed $6,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) subrecipient agreement with Lift Up Sarpy County for B-23 CDBG funding, in an amount not to exceed $12,919.13. (Finance Director/CDBG Program Specialist)

Motion was made by Preister, seconded by Burns, to approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) subrecipient agreement with Lift Up Sarpy County for B-23 CDBG funding, in an amount not to exceed $12,919.13. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) subrecipient agreement with Habitat for Humanity of Sarpy County for B-23 CDBG funding, in an amount not to exceed $36,137.00. (Finance Director/CDBG Program Specialist)

Motion was made by Preister, seconded by Welch, to approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) subrecipient agreement with Habitat for Humanity of Sarpy County for B-23 CDBG funding, in an amount not to exceed $36,137.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Professional Services Agreement with RDG Planning and Design Inc. for the CDBG-DR Multijurisdictional Housing Resilience Plan, in an amount not to exceed $425,000.00. (Planning Director/CDBG Program Specialist)

Motion was made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign the Professional Services Agreement with RDG Planning and Design Inc. for the CDBG-DR Multijurisdictional Housing Resilience Plan, in an amount not to exceed $425,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the purchase of a pad foot roller for maintenance work with Logan Contractor's Supply, in an amount not to exceed $38,777.00. (Public Works Director/Streets)

Motion was made by Casey, seconded by Welch, to approve and authorize the purchase of a pad foot roller for maintenance work with Logan Contractor's Supply, in an amount not to exceed $38,777.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve final payment application for Closing of 2024 Concrete Projects, Package 2, with Earnest Construction Group Inc., in an amount of $60,324.33. Approve Final Change Order, in the amount of $101,296.67. Approve project as substantially complete and accept final project quantities and authorize the Mayor to sign. (Public Works Director)

Motion was made by Casey, seconded by McCaw, to approve final payment application for Closing of 2024 Concrete Projects, Package 2, with Earnest Construction Group Inc., in an amount of $60,324.33. Approve Final Change Order, in the amount of $101,296.67. Approve project as substantially complete and accept final project quantities and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to execute (upon the receipt of the insurances and bonds by Public Works Dept.) the Notice of Award and the Agreement with Midwest DCM for Everett Park Pickleball Courts and Parking Lot, in an amount not to exceed $243,460.00. (Public Works Director)

Motion was made by McCaw, seconded by Burns, to approve and authorize the Mayor to execute (upon the receipt of the insurances and bonds by Public Works Dept.) the Notice of Award and the Agreement with Midwest DCM for Everett Park Pickleball Courts and Parking Lot, in an amount not to exceed $243,460.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Agreement with HGM Associates for right-of-way services for the reconstruction of the box culvert wing wall located at Cary Street and Fort Crook Road in an amount not to exceed $4,975.00. (Public Works Director)

Motion was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the Agreement with HGM Associates for right-of-way services for the reconstruction of the box culvert wing wall located at Cary Street and Fort Crook Road in an amount not to exceed $4,975.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign Supplement #3 to Agreement with Benesch for Capehart Road Improvements - 27th Street to 36th Street, in an amount not to exceed $24,444.00. (Public Work Director)

Motion was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign Supplement #3 to Agreement with Benesch for Capehart Road Improvements - 27th Street to 36th Street, in an amount not to exceed $24,444.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Agreement with HGM Associates to provide design engineering services for the Fort Crook Bridge Closure - Traffic Control Plan, in an amount not to exceed $2,280.00. (Public Works Director)

Motion was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the Agreement with HGM Associates to provide design engineering services for the Fort Crook Bridge Closure - Traffic Control Plan, in an amount not to exceed $2,280.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Agreement with Alfred Benesch & Co. for the 2025 Overlay Projects, in an amount not to exceed $236.659.00. (Public Works Director)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the Agreement with Alfred Benesch & Co. for the 2025 Overlay Projects, in an amount not to exceed $236.659.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Proposal with McGill Restoration for the restoration/painting of 1510 Wall Street, in an amount not to exceed $10,400.00. (Public Works Director)

Motion was made by Preister, seconded by Welch to approve and authorize the Mayor to sign the Proposal with McGill Restoration for the restoration/painting of 1510 Wall Street, in an amount not to exceed $10,400.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Agreement with the City of Omaha for the processing of yard waste, in an amount of $22.21 per ton, for a five-year term, ending December 31, 2030. (Public Works Director/ Wastewater & Solid Waste Superintendent)

Motion was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the Agreement with the City of Omaha for the processing of yard waste, in an amount of $22.21 per ton, for a five-year term, ending December 31, 2030. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current reports
(April report will be attached to May 6th Council Packet)

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Burns, seconded by Collins, the meeting was adjourned at 6:37 p.m.

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

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on April 15, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

The Bellevue Planning Commission held a regular meeting on Thursday, April 24, 2025, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Aerni, Bennett, Sims, Hankins, Yoder, Lasenburg, and Perrin. Absent were Commissioners Ackley, and Taylor-Jones. 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 Yoder, seconded by Lasenburg, to approve the minutes of the March 27, 2025, regular meeting as presented. Upon roll call, Bennet, Sims, Hankins, Yoder, Lasenburg, and Perrin voted yes. Aerni Abstained, Motion carried.

Hankins asked if there were any updates or additions to staff reports. Palm stated on Monday April 21st an email was received from Robert Kramer, President of Trees, Shrubs, and More regarding agenda item 3.c. She said a copy was provided to the Commissioners and it will be included as part of tonight's record.

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

The following item was on the consent agenda.

Request to final plat Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots 20 through 22, located in the Northeast ¼ of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: City of Bellevue. General Location: NW Corner of Hwy 75 & Hidden Valley Dr. Case #: S-2503-08.

There was no one present to speak in favor of or opposition to this request.

Motion was made by Yoder, seconded by Sims, to Approve the Consent Agenda items as presented. Upon roll call, all present voted yes. Motion carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on May 6, 2025.

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lots 1 through 4, Campagna Estates, being a replat of Lots 1 through 4, Campagna's 2nd Addition, from RE and RS-72 to RE and RS-72 for the purpose of lot line adjustments; Small Subdivision Plat Lots 1 through 4, Campagna Estates; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width. Applicant: Dorothy Campagna. General location: 12114 S 36th St . Case #'s: Z-2503-03, S-2503-05.

Hankins asked staff for updates. Palm stated the applicant is requesting a continuance of this item to the May 22, 2025, Planning Commission meeting. She said staff is supportive of the request.

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 Bennett, seconded by Lasenburg to CONTINUE to the May 22nd Planning Commission meeting a request to rezone Lots 1 through 4, Campagna Estates, being a replat of Lots 1 through 4, Campagna's 2nd Addition, from RE and RS-72 to RE and RS-72 for the purpose of lot line adjustments; Small Subdivision Plat Lots 1 through 4, Campagna Estates; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width. Applicant: Dorothy Campagna. General location: 12114 S 36th St. Case #'s: Z-2503-03, S-2503-05. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will be CONTINUED to Planning Commission for PUBLIC HEARING on May 22, 2025.

MINUTE RECORD

PUBLIC HEARING was held on a request to small subdivision plat Lot 1, Jena's Corner, being a replat of Lots 9 through 11, and 19 through 21, Block 1, Randolph Place, and half of the vacated alley adjacent; and waiver of Section 6-7 (4), Subdivision Regulations, regarding through lots. Applicant: Chuck Shanahan. General location: 2520 Olive Street. Case #: S-2503-06.

Hankins asked staff for updates. Palm stated there were no updates and gave a summary of the request. She stated the applicant is requesting to combine several nonconforming lots to facilitate additional construction on the property. Palm stated the small subdivision plat will be considered a through lot because of the frontage on two different streets, which requires a waiver of the Subdivision Regulations. She said there are some minor technical deficiencies listed. Palm stated staff is recommending approval based on the satisfaction of technical deficiencies prior to the item being placed on a City Council agenda.

Charles Shanahan, 2520 Olive Street, Bellevue, NE, stated the request for a small subdivision plat is so he can build a garage.

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

Yoder questioned whether there were utilities or alley easements on the property. Palm stated the alley had been vacated but the utility companies do maintain rights to any easements that are currently existing, and it would be the applicant's responsibility to know what those are before he facilitates any construction. Shannahan stated he understands that and has always left the alley available to the utilities. He said where he plans to build the garage would not affect the location of easements. Discussion ensued regarding the technical deficiencies.

MOTION was made by Aerni, seconded by Perrin to recommend APPROVAL of a request to small subdivision plat Lot 1, Jena's Corner, being a replat of Lots 9 through 11, and 19 through 21, Block 1, Randolph Place, and half of the vacated alley adjacent; and waiver of Section 6-7 (4), Subdivision Regulations, regarding through lots. Applicant: Chuck Shanahan. General location: 2520 Olive Street. Case #: S-2503-06. APPROVAL based upon conformance with the Zoning Ordinance, and Subdivision Regulations, subject to satisfaction of the technical deficiencies prior to being placed on a City Council agenda. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on May 6, 2025.

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, Mr. T's Addition Replat II , being a replat of Lot 1, Dvorsky's Commercial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, from BG and ML to BG and ML for the purpose of commercial development; small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width. Applicant: John Howell. General location: South 36th Street and Cornhusker Road. Case #'s: Z-2503-04, S-2503-07.

Hankins asked staff for updates. Palm stated there were no updates and gave a summary of the request. She said this is a small subdivision and rezoning request. Palm stated the rezoning is because of a property line adjustment with the lot to the south. She said the northern lot on the corner of 36th and Cornhusker is zoned BG (General Business) and the southern lot with the storage units is zoned ML (Light Manufacturing), so to facilitate the lot line adjustment the rezoning must happen. Palm said staff is supportive of this request as it conforms with regulations. She said the applicant has indicated part of their desire is to have a cross access easement to facilitate the construction of a convenience store. Palm said an email from Robert Kramer of Trees, Shrubs, and More is in opposition to the request. She said Mr. Kramer opposes any access in and out of his property. Palm said this request does not address access with Mr. Kramer's property. She said this is a rezoning and small subdivision plat, not a site plan approval situation, so access will be reviewed at the time of the building permit process. Palm stated the waiver request is the three to one depth to width and staff is supportive of this request since it exists that way presently.

John Howell, Lamp Rynearson, 27114 Bohling Dr., Omaha, NE, stated he was available to answer any questions.

Tara Limbach, 5725 Foxridge Dr., KS, stated she is the real estate manager with QuikTrip and is also available for questions.

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

closed the public hearing.

Lasenburg questioned if staff was concerned with traffic flow in the area. Palm stated QT (Quick Trip) has been working with the city for a couple of years and because the current zoning allows for commercial construction, the city is doing what it can to help facilitate that. She said yes, traffic is a concern and that is something the city will continue to work through as part of the building permit process. Palm stated the situation is not ideal in terms of access, but it is a platted lot of record so the city is working with the applicant and would work with any applicant to facilitate the best possible access.

Aerni questioned where the shared access would be. She said the full shared access will be off of South 36th Street, and there will be some type of restricted right-in and right-out off of Cornhusker due to a median on Cornhusker. She said there is an existing easement that goes across the property to the west, but QT does not intent to use that access because of Trees, Shrubs, and More.

MOTION was made by Yoder, seconded by Aerni to recommend APPROVAL of a request to rezone Lots 1 and 2, Mr. T's Addition Replat II , being a replat of Lot 1, Dvorsky's Commercial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, from BG and ML to BG and ML for the purpose of commercial development; small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width. Applicant: John Howell. General location: South 36th Street and Cornhusker Road. Case #'s: Z-2503-04, S-2503-07. APPROVAL based upon conformance with the Zoning Ordinance, and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on May 20, 2025.

PUBLIC HEARING was held on a request for site plan approval for Lots 3A and 3B, Normandy Hills, for the purpose of multi-family residential development. Applicant: Charles R. Clatterbuck GST Exempt Trust. General Location: Normandy Blvd. and Grenoble Dr. Case #: Z-2502-02.

Hankins asked staff for updates. Palm stated there were no updates and gave a summary of the request. Palm stated the purpose of the request is to facilitate a multi-family residential development. She said the platted lot is currently zoned RG-20-PS which allows for multi-family residential. Palm stated the applicant is wanting to construct 90 apartment units in three buildings along with four garage structures. She said the Public Works Department has reviewed access, utilities, grading and drainage. JEO Consulting has also reviewed the drainage study for the city. Palm stated the applicant has corrected minor technical deficiencies and staff is recommending approval of the request.

Fortino Ramirez, 2735 S 13th Street, Omaha, NE was present on behalf of the applicant. He stated there will be some amenities which include a 1,200 square foot gym and a leasing office. Ramirez said there will be picnic areas and significant landscaping.

Chad Clatterbuck, 4256 Lynnwood Drive, Bellevue, NE, stated he works with his father in property management and real estate development. He said they currently manage Haley's Court and Chadwick apartments.

Yoder disclosed his brother was in attendance this evening.

Ben Yoder, 1021 Grenoble Drive, Bellevue, NE, stated he lives next to the proposed apartments and has concerns about lighting on the site. Yoder stated two of the bedrooms on the north side of his house face this development. Palm stated as part of the building permit process the lighting will be reviewed. She said article nine of the zoning ordinance does require the developer to have downcast lighting. Palm stated there cannot be light pollution past the property line onto the single-family property adjacent. She said over the last ten or fifteen years there have been a lot of improvements in lighting technology to prevent this type of situation. Ramirez stated as part of the design they will meet code.

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

Aerni questioned why the city did not request Normandy Boulevard be extended to the north with this development. Palm stated Darling Industries owns the property to the north so it is unlikely there will be development there. She said when looking at the drainage and other issues that is not the most desirable route. Palm stated the city has a contract with HDR to design Fort Crook Road to the South

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and ultimately go all the way to Hwy 34 to establish the other connection needed. She said if in the future Darling Industries sells the property and it is developed, then the city would require a connection at that time.

Yoder stated he noticed on the landscaping and site plan that there was minimal parking on the south side of the lot, and he appreciated the consideration for the neighborhood.

MOTION was made by Aerni, seconded by Bennett to recommend APPROVAL of a request for site plan approval for Lots 3A and 3B, Normandy Hills, for the purpose of multi-family residential development. Applicant: Charles R. Clatterbuck GST Exempt Trust. General Location: Normandy Blvd. and Grenoble Dr. Case #: Z-2502-02. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and Comprehensive Plan, as well as lack of perceived negative impact upon the surround area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on May 20, 2025.

PUBLIC HEARING was held on a request to amend the Future Land Use Map of the Comprehensive Plan to adjust for Offutt AFB boundaries. Applicant: City of Bellevue.

Hankins asked staff for updates. Palm stated there were no updates. She said this a slight modification to the existing Future Land Use Map. Palm stated after the plan was approved an error was noticed on the boundary for Offutt AFB on south 25th Street between Hwy 370 and Capehart Road. She said in recent months Offutt has had property deeded to them to the west of Paradise Park and that is now included as federal land on the revised map.

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

Aerni questioned if the area recently acquired by Offutt was still in the city limits. Palm stated as of the next City Council meeting it will be de-annexed.

MOTION was made by Yoder, seconded by Bennett to recommend APPROVAL of a requests to amend the Future Land Use Map of the Comprehensive Plan to adjust for Offutt AFB boundaries. Applicant: City of Bellevue. APPROVAL of the updated Future Land Use Map of the Comprehensive Plan to accurately reflect Offutt AFB boundaries. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on May 20, 2025.

Meeting adjourned at 6:38 p.m.

Dianna Van Horn

Dianna Van Horn
Planning Secretary

MINUTE RECORD

CLAIMS FOR 2025-05-06 COUNCIL MEETING

MAYOR		
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	46.43
MIDLANDS PRINTING	POCKET FOLDERS (535)	1,161.90
NEBRASKA DIPLOMATS	2025/05/01-2026/04/31 MEMBERSHIP DUES-HIKE	350.00
PARK & GO CITY OF LINCOLN	PC-PARKING FEE	15.00
THE GREEN GATEAU	PC-LEAGUE CONFERENCE LUNCHEON (12)	383.44
		$ 1,956.77
CITY ADMINISTRATOR		
AMAZON.COM, LLC	PC-CERTIFICATE HOLDERS	14.99
AMERICAN AIR LINES	PC-AIR FARE	294.67
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	92.86
BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	USSTRATACOM ANNUAL UPDATE MEETING	160.00
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	34.28
CANTH AWARDS	PC-NAME PLATE FOR COUNCIL CHAMBER	21.00
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	3,938.16
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE307746	83.48
KWIK SHOP #0675	PC-FUEL FOR CITY VEHICLE	47.12
METROPOLITAN UTILITIES DIST	2025/03/12-04/07 MONTHLY SERVICE	26.41
NAIOP	PC-2025/01/14-2026/01/13 MEMBERSHIP DUES-H JOHNSON	200.00
NAIOP	PC-REGISTRATION TO NAIOP CONFERENCE-H JOHNSON	800.00
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	298.45
SPARTAN NASH STORES, LLC	PC-REFRESHMENTS FOR BELLEVUE LEADERSHIP	30.46
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	85.26
WSJ/BARRONS SUBSCRIPTION	2025/02/28M SUBSCRIPTION	58.84
WSJ/BARRONS SUBSCRIPTION	PC-2025/01/31M MONTHLY SUBSCRIPTION	51.35
		$ 6,322.59
CITY COUNCIL		
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	172.61
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	(114.86)
		$ 57.75
LEGAL		
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	139.29
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	6.05
CAPITAL BUSINESS SYSTEMS, INC	CANON COPIER C259iF, FEEDING CASSETTE	3,377.00
DVORAK LAW GROUP	PROFESSIONAL SERVICES THRU 2025/03/31	130.00
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	4,417.67
EXPRESS CARRIAGE PARK-LINCOLN	PC-PARKING FEE	9.00
NEBRASKA STATE BAR ASSOCIATION	PC-MEMBERSHIP-D WILLIS	50.00
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE307746	14.73
JEREMY JOHNSON PHOTOGRAPHY	BUSINESS PORTRAIT-D WILLIS	85.00
METROPOLITAN UTILITIES DIST	2025/03/12-04/07 MONTHLY SERVICE	4.66
NEBRASKA.GOV	PC-CASE LOOK UP FEES	110.00
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	52.67
THOMSON REUTERS - WEST	PC-2025/01/02-02/01 ONLINE SOFTWARE-SUBSCRIPTION	471.24
THOMSON REUTERS - WEST	PC-2025/02/02-03/01 ON-LINE SOFTWARE SUBSCRIPTION	471.24
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	85.26
		$ 9,509.07
CABLE ADVISORY		
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	46.43
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	30.24
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	4,425.20
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE307746	73.66
METROPOLITAN UTILITIES DIST	2025/03/12-04/07 MONTHLY SERVICE	23.31
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	263.34
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	56.84
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	56.84
		$ 4,975.86

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CLAIMS FOR 2025-05-06 COUNCIL MEETING

CITY CLERK

BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	52.42
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	982.06
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	2,399.19
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE307746	127.68
INTERNATIONAL INSTITUTE OF MUNICIPAL	2025/07/01-2026/06/30 MEMBERSHIPS DUES	370.00
METROPOLITAN UTILITIES DIST	2025/03/12-04/07 MONTHLY SERVICE	40.40
NEBRASKA SUPREME COURT	SUPPLEMENT PUBLICATIONS	217.15
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	456.46
SHIRLEY HARBIN	REIMB MILEAGE FOR CONFERENCE	29.54
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	247.88
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	56.84
		$ 4,979.62

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PC-CALCULATOR, OFFICE SUPPLIES, PRINTER SUPLIES, SEAT COVERS, FIRST AID SUPPLIES	822.21
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	225.02
BELLEVUE OPTICAL	2025/03/18-04/07 SAFETY GLASSES-R HERTZIG	125.00
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	44.36
CAPITAL BUSINESS SYSTEMS, INC	2025/03/09-04/08 PRINTER EXPENSE	14.98
CNA SURETY DIRECT BILL	PC-2025/04/24-2026/04/24 SURETY BOND-SEVERSON	500.00
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	9,405.05
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE307746	108.04
METROPOLITAN UTILITIES DIST	2025/03/12-04/07 MONTHLY SERVICE	34.18
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	386.23
PARK & GO CITY OF LINCOLN	PC-PARKING FEE	16.50
QUADIENT FINANCE USA, INC	2025/03/27 REFILL ACCT 9893 (1 500 WALL) PD	1,000.00
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-A PURCHASE	200.00
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	284.20
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	255.78
WESTLAKE ACE HARDWARE	PC-REMOTE TRANSPONDER KEY	133.18
		$ 13,554.73

LIBRARY

ABE BOOKS	PC-BOOKS	33.16
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, BOOKD, VIDEOS, PROGRAM SUPPLIES, BATTERIES, FOLDING STEP TOOL	4,813.71
BAKER & TAYLOR, LLC	VOX AUDIO BOOKS	62.95
BAKERS BELLEVUE	PC-KITCHEN SUPPLIES	31.11
BRODART ORDER CENTER	MOBILE DEPRESSION BOOK CARTS FOR BOOK DROPS	2,506.60
CAPITAL BUSINESS SYSTEMS, INC	2025/03/10-04/09 COPIER EXPENSE	298.64
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	93.48
CENTURY LINK	2025/04/11 CREDIT FOR LATE FEES	(102.20)
CENTURY LINK	2025/04/11-05/10 MONTHLY SERVICE	164.61
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	17.45
COX BUSINESS SERVICES	2025/04/09-05/08 MONTHLY SERVICE	410.00
DEMCO	PC-BOOK SUPPLIES	917.73
DEMCO	ADHESIVE BOK COVERS	651.00
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	8,726.30
IMAGE STUFF.COM	PC-PROGRAM SUPPLIES	155.65
INGRAM LIBRARY SERVICES LLC	BOOKS	2,471.64
KAPCO	PC-BOOK SUPPLIES	676.10
MARCO'S PIZZA	PC-PROGRAM SUPPLIES	147.46
MATRIX BUSINESS SYSTEMS INC	2025/03/01-30 COPIER EXPENSE	16.96
MIDWEST TAPE	DVD	50.98
NEBRASKA LIBRARY ASSOCIATION	PC-2025/03/17-2026/03/18 RENEW MEMBERSHIP- 16 EMP	815.00
OMAHA WORLD HERALD	LEGAL AD-BPW ADVISORY BOARD	45.60
ORIENTAL TRADING COMPANY	PC-PROGRAM SUPPLIES	35.95
OVERDRIVE, INC	CONTENT PURCHASES-ONLINE	2,000.00

MINUTE RECORD

CLAIMS FOR 2025-05-06 COUNCIL MEETING

LIBRARY (cont'd)

QUADIENT FINANCE USA, INC	2025/03/31M LIRARY NEOSHIPS PD 2025/04/14	248.26
QUADIENT LEASING USA, INC	PC-2025/03/08-06/07 POSTAGE METER LEASE	282.33
QUADIENT LEASING USA, INC	PC-2024/12/08-2025/03/07 POSTAGE METER LEASE	282.33
RUFF WATERS	2025/03/31M AQUARIUM MAINTENANCE	120.00
STEPS TO LITERACY	PC-VIDEOS	17.98
TEAM SOFTWARE SOLUTIONS	PC-2025/03/21-2027/03/20 WEB BROWSER RENEW 2	250.00
TECHSOUP	PC-OFFICE STANDARD SOFTWARE	400.00
ULINE	PC-MAKERSPACE-MESH WORK STOOL, ROUND TABLES	814.75
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	446.82
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	255.78
WALMART SUPERCENTER	PC-PROGRAM SUPPLIES	106.92
		$ 28,265.05

ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	139.29
BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	PC-BELLEVUE LEADERSHIP TUITION-HALL	1,250.00
BEST CARE EAP	2025/04/01-2026/03/31 ANUAL FEE FOR EAP	6,023.75
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	34.28
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	11,234.53
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE307746	83.49
IDEAL PURE WATER COMPANY	BOTTLED WATER	55.00
METROPOLITAN UTILITIES DIST	2025/03/12-04/07 MONTHLY SERVICE	26.41
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	298.45
PRECISE MRM LLC	2025/03/31M FLAT DATA PLAN-ADMIN SVC	69.00
TRISTAR	2025/03/31M CLAIMS PAID AND ALAE	167.20
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	446.82
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	255.78
		$ 20,084.00

CODE ENFORCEMENT

AMAZON.COM, LLC	PC-OFFICE SUPPLIES, ZIP TIES	116.27
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	262.85
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	4.91
CAPITAL BUSINESS SYSTEMS, INC	2025/03/10-04/09 COPIER EXPENSE	110.49
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	9,228.70
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE195089	12.09
METROPOLITAN UTILITIES DIST	2025/03/08-04/07 MONTHLY SERVICE	6.03
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	132.30
PAPILLION SANITATION	2025/04/03-04/04 CODE CLEANUP	1,240.80
VISTA PRINT	PC-BUSINESS CARDS	60.98
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	198.94
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	198.94
		$ 11,573.30

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER INSTALLATION 2025/03/10-	10,700.30
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, USB CHARGER, LEARNING MANUALS	108.31
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	432.35
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	8.24
COLUMN SOFTWARE, PBC	PC-LEGAL AD	93.26
CROWNE PLAZA HOTEL	PC-LODGING FOR TRAINING-SCHRADER	178.75
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	7,871.20
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE195089	20.30
JEO CONSULTING GROUP, INC	BPW-250113 PCSMP REVIEWS FY 2025 THRU 2025/03/28	4,125.00
JEO CONSULTING GROUP, INC	BPW-250119 PW STRATEGIC PLANNING THRU	6,715.00
METROPOLITAN UTILITIES DIST	2025/03/08-04/07 MONTHLY SERVICE	10.12
MIDWEST PETROLEUM EQUIPMENT	SO SHOP PUMP DISPLAY	137.00
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FUEL FOR CITY TANKS	4,161.51
OLSSON ASSOCIATES	BPW-240802 WATERPARK CITY INFRASTRUCTURE THRU 2025/04/05	50,959.20
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	222.18
PATCHED MANIA LIMITED	PC-CUSTOM PATCHES	300.00
PRECISE MRM LLC	2025/03/31M FLAT DATA PLAN-PW	69.00
TIDAL WAVE AUTO WASH	PC-CAR WASH	12.84
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	198.84
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	198.94
		$ 86,522.34

MINUTE RECORD

CLAIMS FOR 2025-05-06 COUNCIL MEETING

PARKS

A-RELIEF SERVICES	2025/03/22-04/18 PORTABLE RESTROOMS-CITY PARKS	824.50
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	86.47
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	201.24
CHICK-FIL-A	PC-SNOW CREW AND SAFETY LUNCH	161.23
COX BUSINESS SERVICES	2025/04/30M MONTHLY SERVICE	107.39
ELKAY SALES, INC	PC-WATER FILTER	246.00
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	7,147.15
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE697770	325.91
HGM ASSOCIATES INC	BPW-250106 ASPEN POOL DEMO 2025/02/24-04/15	8,650.40
HGM ASSOCIATES INC	BPW-250108 EVERETT PARK PICKLEBALL THRU 2025/03/31	7,090.00
HGM ASSOCIATES INC	BPW-250108 EVERETT PARK PICKLEBALL THRU 2025/03/31	135.59
HOME DEPOT	PC-BLEACH, WRENCHES, BOLT CUTTERS, PLIERS, RAKES	522.72
HOTEL LOTUS MERRIAM	PC-CREDIT-DEPOSIT-LODGING FOR TRAINING-4 EMP	1,193.04
HUGHES TREE SERVICE	TREE REMOVAL-8201 S 42ND GOLDENROD	4,500.00
J & J SMALL ENGINE SERVICE	XMARK 60IN MOWER #418205337, SPREADER	14,168.99
KANSAS RECREATION & PARK ASSOCIATION	PC-PLAYGROUND SAFETY INSP-4 EMP	2,140.00
MARKING REFRIGERATION, INC	ICE MACHINE MAINTENANCE	568.00
MENARDS	PC-CLEVIS PINS, SUPPLIES, WIPER BLADES, CLEANING SUPPLIES	537.51
METROPOLITAN UTILITIES DIST	2025/03/12-04/07 MONTHLY SERVICE	803.89
METROPOLITAN UTILITIES DIST	2025/03/13-04/11 MONTHLY SERVICE	385.78
METROPOLITAN UTILITIES DIST	2025/04/01-07 MONTHLY SERVICE	36.92
METROPOLITAN UTILITIES DIST	2025/04/01-08 MONTHLY SERVICE	31.19
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	PC-TABLE BOLTS	58.93
OMAHA PUBLIC POWER DISTRICT	2025/01/31-03/03 MONTHLY SERVICE	89.03
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	1,076.78
OMAHA PUBLIC POWER DISTRICT	2025/02/20-03/21 MONTHLY SERVICE	34.24
OMAHA PUBLIC POWER DISTRICT	2025/02/21-03/24 MONTHLY SERVICE	543.15
OMAHA PUBLIC POWER DISTRICT	2025/02/25-03/26 MONTHLY SERVICE	72.18
PRECISE MRM LLC	2025/03/31M FLAT DATA PLAN	299.00
SUN VALLEY LANDSCAPING SUPPLY YARD	PC-MULCH	650.00
TREES SHRUBS AND MORE	PC-MULCH	784.00
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	388.80
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	388.80
		$ 54,248.83

RECREATION

AMAZON.COM, LLC	PC-OFFICE SUPPLIES	61.92
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	132.90
B&D DIAMOND PRO	FIELD TOP DRESSING	4,760.00
BELLEVUE EAST HIGH SCHOOL	YOUTH FLAG FOOTBALL & SOCCER LEAGUES	3,657.00
CAPITAL BUSINESS SYSTEMS, INC	2025/03/11-04/10 COPIER EXPENSE	73.21
COX BUSINESS SERVICES	2025/04/30M MONTHLY SERVICE	83.39
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	5,290.54
GRAINGER	REPLACE BACKFLOW PREVENTER-BALDWIN	4,358.81
HD SUPPLY formerly Home Depot Pro	FLOOR MATS-PARKS	546.31
JO DONS	SIGNS FOR FIREWORKS	675.00
METROPOLITAN UTILITIES DIST	2025/03/07-04/07 MONTHLY SERVICE	11.68
METROPOLITAN UTILITIES DIST	2025/03/11-04/07 MONTHLY SERVICE	105.40
METROPOLITAN UTILITIES DIST	2025/04/01-07 MONTHLY SERVICE	70.04
METROPOLITAN UTILITIES DIST	2025/04/03-07 MONTHLY SERVICE	67.95
METROPOLITAN UTILITIES DIST	2025/04/03-08 MONTHLY SERVICE	94.53
NATIONAL RECREATION PARK ASSOCIATION	PC-2025/01/01-12/31 MEMBERSHIP DUES-SHADA	180.00
NEBRASKA RECREATION AND PARK ASSOCIATION	PC-2025/01/01-12/31 MEMBERSHIP-SHADA	70.00
OMAHA PUBLIC POWER DISTRICT	2025/01/31-03/03 MONTHLY SERVICE	54.70
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	236.77
OMAHA PUBLIC POWER DISTRICT	2025/02/20-03/21 MONTHLY SERVICE	275.53
OMAHA PUBLIC POWER DISTRICT	2025/02/21-03/24 MONTHLY SERVICE	35.57
PEAK PERFORMANCE	TRACK CLUB EQUIPMENT	154.20
PRECISE MRM LLC	2025/03/31M FLAT DATA PLAN	92.00
SHELLY BENSHOOF	REFUND TRACK CLINIC DEPOSIT	40.00
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	85.26
WALMART SUPERCENTER	PC-FILE BOXES, PROJECT BOARD	45.19
WESTLAKE ACE HARDWARE	PC-RUBBER STRAPS	16.74
WESTLAKE ACE HARDWARE	KEYS	19.95
		$ 21,379.85

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FACILITY MAINTENANCE

ACCESS ELEVATOR & LIFTS, INC	PREVENTIVE MAINTGENANCE ON LIFTS-REED CENTER	300.00
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, CORDLESS VACUUM, JANITORIAL SUPPLIES, CHAIN LINK CUTTER	747.49
ANDERSON BROTHERS ENGINEERING	PC-CIRCUIT BOARD-STREET	161.00
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	139.29
BIG RED LOCKSMITHS	PC-DEADBOLTS, KEYS-RADIO TOWER	514.25
BISHOP RADIANT HEATING	PC-IGNITION CONVERSION KIT-DIST 3	280.00
BISH'S RV	PD-SELF LEVEL DICOR WH-DIST 1	69.95
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	771.10
CARPENTER PAPER CO	JANITORIAL SUPPLIES	1,126.05
CERRIS SYSTEMS NORTH CENTRAL, INC	BOILER INSPECTION-1500 WALL ST, HP NOT HEATING-1510 WALL ST	8,708.70
COX BUSINESS SERVICES	2025/04/30M MONTHLY SERVICE	107.39
DURABLE FLAGS, LLC	PC-US FLAGS	672.10
ECHO GROUP, INC	PC-BALLASTS, LIGHTS, LAMP	361.40
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	13,835.37
FASTENAL COMPANY	PC-SUPPLIES-DIST 1	63.23
FERGUSON ENTERPRISES LLC #228	PC-DRAIN CLEANER-PD	441.96
FERGUSON ENTERPRISES LLC #228	POOL SUPPLIES	197.09
FILTER SHOP	PC-FILTERS-TRAINING SITE	26.40
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSPECTION-CITY BUILDINGS	1,405.00
GRAINGER	PC-STORAGAE CABINET-PD	984.54
HARTER COMPANY, INC	PC-CEILING TILES-PD	668.64
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	1,017.76
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE173904	106.64
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE185987	35.75
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE387012	249.04
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE531772	163.54
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE537731	34.12
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 ILA057815	55.73
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 ILA068052	64.98
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 NGM351570	21.14
HELM SERVICE	REPLACE HVAC UNIT-DIST 1	45,978.00
HGM ASSOCIATES INC	BPW-250201 LIBRARY PARKING LOT REPAIR 2025/02/24-	15,278.76
HOSE & HANDLING, INC	PC-GREASABLE SWIVEL-DIST 1, DIST 4	347.92
HOTSY EQUIPMENT CO	PC-SUPPLIES FOR PD CAR WASH	52.00
HOTSY EQUIPMENT CO	PRESSURE WASHER PARTS-PD	954.80
IDEAL PURE WATER COMPANY	BOTTLED WATER	28.50
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	287.80
MENARDS	PC-BALLASTS, BATTERIES, CLEANING SUPPLIES, GAS CANS, BOLTS, GLOVES, COUPLERS, PLUMBING SUPPLIES, PAINT SUPPLIES, CAULK, UTILITY MAT, WEDGE ANCHORS, WIRE	2,393.18
METROPOLITAN UTILITIES DIST	2025/03/08-04/07 MONTHLY SERVICE	174.47
METROPOLITAN UTILITIES DIST	2025/03/12-04/07 MONTHLY SERVICE	42.70
METROPOLITAN UTILITIES DIST	2025/04/01-07 MONTHLY SERVICE	35.59
MILLARD SPRINKLER	FIXED MAINLINE LEAK	900.00
NCS PEARSON, INC	PC-NSB CONTRACTOR TRAINING-ZIMMER	115.00
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	857.12
OMAHA PUBLIC POWER DISTRICT	2025/02/20-03/21 MONTHLY SERVICE	198.23
PRECISE MRM LLC	2025/03/31M FLAT DATA PLAN-FAC MAINT	161.00
READY MIXED CONCRETE COMPANY	CONCRETE-1510 WALL ST	312.31
ROCHESTER MIDLAND CORPORATION	2025/04/30M WATER ENERGY TEAM FIXED BILLING	370.00
S & W FENCE COMPANY	FENCE REPAIR-TRAINING SITE	2,500.00
SECURITY EQUIPMENT INC	ELECTRONIC DOOR STRIKES-2206 LONGO	1,712.00
SHERWIN WILLIAMS CO	PC-PAINT	453.41
SOUTHERN CARLSON, INC	COMPRESSION TOOL	2,600.00
TRISTAR	2025/03/31M CLAIMS PAID AND ALAE	63.52
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	446.82
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	255.78
VOSS LIGHTING	PC-BALLASTS-DIST 1, PD	474.30
WESTLAKE ACE HARDWARE	PC-ANCHORS, PAINT SUPPLIES, PLUMBING SUPPLIES, KEYS	157.17
		$ 110,480.03

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CEMETERY

A-RELIEF SERVICES	2025/03/22-04/18 PORTABLE RESTROOMS	199.00
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	46.43
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	36.89
COX BUSINESS SERVICES	2025/04/30M MONTHLY SERVICE	83.39
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	3,065.29
MENARDS	PC-RD VINYL-CEMETERY OFFICE BLINDS, PAINT AND	367.95
METROPOLITAN UTILITIES DIST	2025/03/11-04/07 MONTHLY SERVICE	118.22
OMAHA PUBLIC POWER DISTRICT	2025/02/20-03/21 MONTHLY SERVICE	766.98
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	225.00
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	85.26
		$ 5,079.67

STREETS

ALFRED BENESCH & COMPANY	BPW-240101 STREET RESURFACING 2025/03/10-04/06	7,873.36
ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD 2025/03/10-04/06	47,056.00
AMAZON.COM, LLC	PC-CLEANING SUPPLIES, OFFICE SUPPLIES, GLOVES	467.47
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	272.19
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	407.75
BOBCAT OF OMAHA	TWO SKID LOADERS AND ACCESSORIES	114,649.56
CAPITAL BUSINESS SYSTEMS, INC	2025/03/12-04/11 COPIER EXPENSE	27.87
CARROLL CONSTRUCTION SUPPLY	PC-CONCRETE STRAIGHT EDGE	400.00
CONCRETE SUPPLY, INC	CONCRETE	17,846.50
COX BUSINESS SERVICES	2025/04/30M MONTHLY SERVICE	274.17
CRASH CHAMPIONS #0661 OMAHA	PC-SALES TAX	165.52
DIAMOND VOGEL, INC	GLASS BEADS, WHITE PAINT	4,922.00
EARNEST CONSTRUCTION	BPW-240102 CONCRETE PROJECT-FINAL	60,324.33
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	45,059.49
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE231905	231.16
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE642709	289.69
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE697769	261.48
HGM ASSOCIATES INC	BPW-240102 CONCRETE REPAIR THRU 2025/03/31	1,526.28
INDEPENDENT SALT CO	SALT/ICE CONTROL	11,406.72
LOGAN CONTRACTORS SUPPLY	PC-FLUORESCENT RED PAINT	360.00
MENARDS	PC-EXTENSION CORDS, EXTENSION CORS, MAIL BOX POST	401.65
METROPOLITAN UTILITIES DIST	2025/03/07-04/07 MONTHLY SERVICE	11.68
METROPOLITAN UTILITIES DIST	2025/03/08-04/07 MONTHLY SERVICE	166.28
METROPOLITAN UTILITIES DIST	2025/03/11-04/08 MONTHLY SERVICE	95.85
METROPOLITAN UTILITIES DIST	2025/03/12-04/07 MONTHLY SERVICE	233.65
METROPOLITAN UTILITIES DIST	2025/03/12-04/08 MONTHLY SERVICE	101.14
METROPOLITAN UTILITIES DIST	2025/03/13-04/11 MONTHLY SERVICE	88.07
MICHAEL TODD INDUSTRIAL SUPPLY	BARRICADE SHEETING	695.64
MID AMERICA CLEANING SYSTEMS, INC	PC-HOSE CRIMP, COUPLERS	253.25
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-240121 COLLEGE HTS DRAINAGE 2025/03/01-03/28	62.50
OMAHA PUBLIC POWER DISTRICT	2025/01/31-03/03 MONTHLY SERVICE	69.63
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	1,220.47
OMAHA PUBLIC POWER DISTRICT	2025/02/19-03/20 MONTHLY SERVICE	185.26
OMAHA PUBLIC POWER DISTRICT	2025/02/20-03/21 MONTHLY SERVICE	39.91
OMAHA PUBLIC POWER DISTRICT	2025/02/21-03/24 MONTHLY SERVICE	501.96
OMAHA PUBLIC POWER DISTRICT	2025/02/25-03/26 MONTHLY SERVICE	2,687.88
OMAHA PUBLIC POWER DISTRICT	2025/02/27-03/28 MONTHLY SERVICE	100,074.89
OMAHA PUBLIC POWER DISTRICT	2025/03/03-03/31 MONTHLY SERVICE	158.75
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	34.95
OMAHA PUBLIC POWER DISTRICT	REPLACE LIGHT POLE HWY 370 AND 25TH	4,571.71
OMAHA PUBLIC POWER DISTRICT	REPLACE STREET LIGHT NEAR 2840 ARBORETUM	2,723.15
OMAHA PUBLIC POWER DISTRICT	REPLACE LIGHT POLE HWY 370 AND 75	4,517.68
PRECISE MRM LLC	2025/03/31M FLAT DATA PLAN	1,196.00
READY MIXED CONCRETE COMPANY	CONCRETE	48,802.48
SAI INTERNATIONAL, INC	PC-2025/02/03-2026/02/02 SUBSCRIPTION	819.99
TRAVELERS	2024/12/13 AUTO LIABILITY CLAIMS	8,622.20
TRISTAR	2025/03/31M CLAIMS PAID AND ALAE	4,823.96
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	1,042.46
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	1,014.04
UNL COOPERATIVE EXTENSION	PC-PESTICIDE INITIAL TRAINING-8 EMP	760.00
WESTLAKE ACE HARDWARE	PC-NOZZLE SWEEPER TO CLEAN TRUCKS, HARDWARE FOR	72.36
WILBUR ELLIS	PC-CHEMICALS FOR STUMP KILLER	219.00
WILBUR ELLIS	TOTAL KILL -ROUND UP PRO	2,500.00
		$ 502,589.98

MINUTE RECORD

CLAIMS FOR 2025-05-06 COUNCIL MEETING

FLEET MAINTENANCE

911 CUSTOM, LLC	LED FLASHERS, JUNCTION BOZES, EXPANSION MODULE	1,823.26
A + UNITED RADIATOR REPAIR	PC-CLEAN DIESEL TANK, BAKE AND BLAST COMBO UNIT	1,440.00
A&L HYDRAULICS, INC	PC-SEAL KITS, HYD MOTOR, SNOW PLOW CYLINDER	1,358.15
AA WHEEL & TRUCK SUPPLY, INC	SEALS, BREAKAWAY KITS, GREASE SEALS	180.66
AGRIVISION EQUIPMENT GROUP	PC-PIN FASTEN, ROLLER CHAIN, GUIDE, BEARINGS, PLATES	1,349.86
ALLIED OIL & TIRE COMPANY	SHELL GADUS GREASE, DRY DIESEL, TRANS FLUID	2,189.31
AMAZON.COM, LLC	PC-A/C FILTER CARTRIDGE, RUNNING BOARDS, CARBURATOR KIT, SLEDGE HAMMER, PRINTER SUPPLIES	1,692.12
ARNOLD MOTOR SUPPLY	EXHAUST PIPE, FLOORLINERS, STEERING TIE ROD, LIGHTERS, STEERING STABILIZERS	1,068.46
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	46.43
AUTOMOTIVE WAREHOUSE DIST, INC	WEGMANN PARTS, DAYCO PARTS, PICO PARTS, BRAKE PAD ROTORS, RAYBESTOS PARTS, BULBS, PHILIPS PARTS,	1,644.05
AVERY RENTS	PROPANE FUEL FOR FORKLIFT	23.24
BAUER BUILT TIRE & SERVICE	TIRES, ALIGNMENT	4,165.38
BAXTER FORD	PC-AER AUTOMATIC, CORE, WHEEL ASSY, REMAN TRANSMISSION, CONVERTER, SPOTLAMP, SHOCK ABSORBERS, SOLENOIDS, BEARINGS, PLUGS, PARTS	19,428.75
BEARDMORE CHEVROLET	PC-VENT, PIPE	207.54
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	151.27
BOBCAT OF OMAHA	PC-LIFT CYLINDER SEAL KIT	194.59
CORNHUSKER INTERNATIONAL TRUCKS	PC-CABIN FILTER, THERMOSTAT, PLUG DRAIN	(4,842.12)
COX BUSINESS SERVICES	2025/04/30M MONTHLY SERVICE	107.39
CUMMINS	PREPLACE DPF FILTER ON TRUCK 31	4,377.06
CUMMINS SALES AND SERVICE	PC-CORE CREDIT NITROGEN SENSOR, TURBO CHARGER,	3,698.44
DULTMEIER SALES LLC	PC-BALL VALVES, VALVE, ELBOWS, NIPPLES	248.34
EDWARDS CHRYSLER DODGE JEEP RAM	PC-FRONT LATCH	160.50
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	23,053.83
FACTORY MOTOR PARTS CO	AUX BATTERY, FILTERS, REAR AXLE OIL, PLUGS	404.73
FORCE AMERICA INC	PC-FEED BACK SENSOR, RETROFIT	2,687.24
GALVIN GLASS	WINDSHIELD REPAIR, SAFETY GLASS	533.55
GRAHAM TIRE COMPANY	PC-TIRES	3,716.80
GRAINGER	NYLON CONNECTORS, GLOVES, TRANSFER PUMP	623.68
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE262116	314.56
HENDERSON PRODUCTS, INC	EXTN SPRINGS, BUSHINGS, LIFT CYLINDERS	2,953.56
HOSE & HANDLING, INC	HOSE ASSY-200' LGTH 1"	652.11
IDEAL PURE WATER COMPANY	BOTTLED WATER	71.00
INLAND TRUCK PARTS CO	PC-GASKETS, BATTERIES, PRESSSURE SWITCH	294.54
INTERSTATE BATTERIES	PC-BATTERIES	4,786.47
INTERSTATE POWER SYSTEMS, INC	TRANS FLUID LEAK, COMPRESSED AIR, GASKETS	3,377.09
J & J SMALL ENGINE SERVICE	PC-ANTI ROLLER SCALP, WASHERS, MUFFLER KIT, ROLLER AXLE, GASKETS, PUMP SECTION	5,307.65
JIM HAWK TRUCK TRAILERS	PC-FIRE EXTINGUISHER, SPIDER BUNGEE, DRYER CARTRIDGE	484.85
KEN MEYER DISTRIBUTING, INC	3M PARTS, REFRIGERANTABSORB PDS, PAD HOLDER	953.30
KRIHA FLUID POWER CO	PC-FEMALE PIPE, FITTINGS, COUPLERS, PIPE, O-RINGS, TRIPLE LOLKPLUGS	1,880.12
LEISURE LIFE SPORTS	PC-STORAGE BINS	299.97
LIQUIDSPRING, LLC	PC-STRUT ASSY, COMP FLUID	2,879.87
LYLE'S TIRES & WHEELS	PC-NEW WHEEL, ACCESSORIES	504.70
MACQUEEN EQUIPMENT, LLC	PC-TRANSDUCER LEVEL, RESCUE COMPRESSOR AIR LEAK, CAB HANDLES, MANIFOLD SEAL KIT, HARNESS, WHELEN	11,593.56
MATHESON TRI-GAS INC	2025/03/31M CYLINDER RENTAL, WELDER WIRE	396.56
MCMASTER-CARR SUPPLY COMPANY	PC-CARRIAGE BOLTS, CARRIAGE BOLTS, LOCKNUTS,	352.44
McMULLEN FORD	PC-GASKETS	12.20
MENARDS	PC-CHAIN LUBE, BATTERIES, PIPE, LUMBERM NOZZLES, TOOLS, PAINT	554.26
METROPOLITAN UTILITIES DIST	2025/03/12-04/07 MONTHLY SERVICE	129.08
MICHAEL TODD INDUSTRIAL SUPPLY	PC-SNOW PLOW BLADES	945.84
MID AMERICA CLEANING SYSTEMS, INC	PC-TRIGGER GUN, WASH JET	134.41
MILLARD METAL SERVICES	RECT & ROUND STEEL TUBE	275.00
MURPHY TRACTOR	PC-BREATHER, FILTER KIT, HYD RACK OIL, FLOODLAMP, MIRROR, HYD ACTUATOR CONTROL VALVE, PRESSUE	4,362.67
NAPA AUTO PARTS	CLAMPS, FILTERS, GLOVES, CRANKCASE FILTER, FLEETRUNNER BELT, TRAILER WIRE, CONNECTORS,	2,030.69

FLEET MAINTENANCE (cont'd)		
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	TRACTOR PIN, BRIDGE PINS, LYNCH PINS, TERMINALS, CONNECTORS, RIVETS, DRILL BITS	595.78
NMC INC	PC-ADAPTERS, BOLTS, NUTS, SPRING ASSY	793.57
OMAHA PUBLIC POWER DISTRICT	2025/02/21-03/24 MONTHLY SERVICE	1,096.55
ONE HYDRAULICS	PC-GEAR PUMP	230.00
O'REILLY AUTO PARTS	PC-FIX SCRATCH	45.98
P&M HARDWARE	PC-CLEANING SUPPLLIES	46.98
POWERPLAN	WASHERS, PIN FASTEN, FILTER KIT, TOOTH	691.60
PRECISE MRM LLC	PC-2025/01/31M FLAT DATA PLAN	138.00
PRECISE MRM LLC	PC-2024/09/30M FLAT DATA PLAN	161.00
PRECISE MRM LLC	PC-2024/10/31M FLAT DATA PLAN	138.00
PRECISE MRM LLC	PC-2024/11/30M FLAT DATA PLAN	138.00
PRECISE MRM LLC	PC-2024/12/31M FLAT DATA PLAN	138.00
QUALITY TIRE, INC	TRACTOR TIRES	387.00
RDO TRUCK CENTERS	PC-MILEMATE SETS, TORQ-SPINDLE, NUTS, GASKETS	706.48
ROGER'S TOWING	TOW CHARGES	100.00
ROMAINE ELECTRIC CORP	PC-LIFESTAR CHARGER	91.77
SERVICE EXPRESS CO	PC-FUEL GAUGE	75.00
SNAP-ON TOOLS FRANCHISE	PC-2025/02/26-2026/02/25 TRITON DATA PLAN FULL	1,736.00
STATE STEEL	PC-FLOOR PLATE, TUBING, CHEMISTRY PLATE	1,032.55
SWAN ENGINEERING, LLC	PC-O-RINGS, CLEANER & DEGREASER	70.47
TOOL SHED OF OMAHA	PC-ZIPCUT WHEEL TYPE, TIP HOLE SAW, FLAP DIS, CASTERS	626.57
TOYNE, INC	SERIES 4 BOTTOM RAIL-ENG41	481.22
TRUCK CENTER COMPANIES-OMAHA	PC-DRUM BRAKE, JUMP PARK, FILTERS	2,490.18
TY'S OUTDOOR POWER & SERVICE	BOSS V-PLOW ANGLE CYLINDER, HYD FILTERS	609.27
UNITED LABORATORIES	PC-SALT-BE-GONE	804.40
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	339.86
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	626.42
UPS STORE	PC-SHIPPING CHARGES	114.75
VALMONT COATINGS	PC-GALVANIZED STEEL	535.00
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICES, FENDER COVERS SERVICE	964.03
WATEROUS COMPANY	PC-DRAIN VALVE SUBASSY, PRIMER SOLENOID	826.26
WAYTEK, INC	PC-FUSE BLOCKS, CONNECTORS, BUSHINGS	614.01
WELDON PARTS INC	PC-BRAKE KIT Q SHOES, LOW RED LED	128.36
		$ 134,852.07
SOLID WASTE		
PAPILLION SANITATION	2025/03/31M TRASH HAULING FEES	360,171.99
		$ 360,171.99
PLANNING		
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	46.43
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	7.45
COLUMN SOFTWARE, PBC	LEGAL AD	16.91
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	3,072.82
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE19508S	18.36
J P COOKE COMPANY	DATER STAMP	87.05
METROPOLITAN UTILITIES DIST	2025/03/08-04/07 MONTHLY SERVICE	9.15
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	200.96
SOUTHWEST AIRLINES	PC-AIR FARE-T PALM	442.45
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	85.26
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	85.26
		$ 4,072.10
PERMITS & INSPECTIONS		
AMAZON.COM, LLC	PC-PHONE CASES, OFFICE SUPPLIES, FLOOR MATS	391.02
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	599.20

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PERMITS & INSPECTIONS (cont'd)

BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	9.96
CHRISTENSEN EXCAVATING CO, INC	DEMOLITION AT 4902/4906 ROBIN DR	22,000.00
CITYVIEW-A DIVISION OF HARRIS COMPUTER	PHASE 2 DATA MIGRATION	2,350.00
COLORADO CHAPTER ICBO	PC-CERTIFICATION TRAINING-BECKER, FELTEN	930.60
EMBASSY SUITES - CO	PC-LODGING FOR TRAINING-FELTEN, BECKER	2,336.09
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	12,962.50
EVERLIGHT SOLAR	REFUND 80% OF SOLAR PROJECT DEPOSIT-1707 PELTON	400.92
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE195089	24.53
INTERNATIONAL CODE COUNCIL, INC	PC-2025/03/28-2028/03/27 MEMBERSHIP-CHRISTENSEN	100.00
METROPOLITAN UTILITIES DIST	2025/03/08-04/07 MONTHLY SERVICE	12.23
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	268.51
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	255.78
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	255.78
		$ 42,897.12

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911 CUSTOM, LLC	MK3 OC/CS STREAM	204.88
ALOFT WICHITA NORTHEAST	PC-LODGING FOR TRAINING-BETSWORTH, GREINER	1,258.99
AMAZON.COM, LLC	PC-NAME NUMBER LUGGAGE TAG, OFFICE SUPPLIES, SANDBAGS FOR FITNESS, TOOL BOX, RATCHETS, ARMORER SUPPLIES, WIRE SHELVING, DISK DRIVE	3,573.48
AMERICAN COUNCIL ON EXERCISE	PC-2025/02/28M MEMBERSHIP-BANKS	34.95
AMERICAN COUNCIL ON EXERCISE	PC-2025/01/31M MEMBERSHIP-BANKS	34.95
AMERICAN SOCIETY OF EVIDENCE-BASED	PC-EVIDENCE BASED CONFERENCE-JASHINSKE	125.00
AMERICINN	PC-CREDIT FOR FRAUDULENT CHARGE	(202.63)
ARACELI CASANOVA	REIMB FOR UNIFORM PANTS AND SHIRTS	220.94
A-RELIEF SERVICES	2025/03/06-04/02 PORTABLE RESTROOMS	199.00
ASSOCIATION OF THREAT ASSESSMENT	PC-CYBER CRIMES TRAINING-HOBBS	90.00
ASSOCIATION OF THREAT ASSESSMENT	PC-CYBER CRIMES MEMBERSHIP-HOBBS	125.00
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	6,012.98
AT&T MOBILITY-CC	2025/03/05-04/04 MONTHLY SERVICE	1,418.49
AUTO BODY AUTHORITY	BODY REPAIR, ADD'L WORK-UNIT 127	1,211.79
AVERY L LOSCHEN	2025/05/31M RENT FOR K9 BUILDING	1,300.00
BENEFIT PLANS	2025/04/30M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	176.48
BODY BASICS FITNESS EQUIPMENT	PC-ENDURANCE R300 AIR ROWER	799.00
BULLSEYE PDR, INC	BOTY REPAIR-UNIT 644	300.00
BURRIS COMPANY, INC	REPLACE THREE (3) POWER OPTICS FOR RIFLES	2,400.00
CELLEBRITE USA CORP	PC-SMARTPHONE ANALYSIS-JEZEK	3,050.00
CHALEKS AUTO BODY	BODY REPAIR -UNIT 619 FINAL BILL	1,795.45
CNA SURETY DIRECT BILL	PC-2025/03/01-2029/03/01 RENEW NOTARY-PLEISS	40.00
CNA SURETY DIRECT BILL	PC-2025/04/11-2029/04/11 RENEW NOTARY-CLARK	40.00
CNA SURETY DIRECT BILL	PC-2025/04/26-2029/04/26 RENEW NOTARY-KENNY	40.00
COMFORT INN	PC-LODGING FOR CONFERENCE-REED	220.00
COVERTTRACK GROUP, INC	2025/06/01-2026/05/31 TRACKING SERVICES	720.00
COX BUSINESS SERVICES	2025/04/30M MONTHLY SERVICE	558.97
COX BUSINESS SERVICES	2025/04/02-05/01 MONTHLY SERVICE	285.00
CROW LAWN CARE LLC	2025/02/21-03/31 LEGAL FEES-CODE ENF	795.57
CRYSTAL KENNY	REIMB FOR MOTORCYCLE BREECHES, NOTARY FEE	179.80
CULLIGAN OF OMAHA	2025/03/31M BOTTLED WATER	581.30
CURIO COLLECTION BY HILTON	PC-LODGING FOR TRAINING-SPENCER	932.00
DANIEL DEFENSE, LLC	AR 15 AMBIDEXTROUS SAFETY SWITCHES	125.00
DEFENSIVE EDGE TRAINING	PC-ARMORER TRAINING-MARKVE	550.00
DETECTACHEM, INC	MOBILE DETECT POUCHES	1,020.70
DILLON BROTHERS H-D BUELL	MOTORCYCLE BATTERIES	1,102.16
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	3,630.00
ETSY.COM	PC-WALL DECOR	358.08
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	179,708.86
FBI LEEDA	PC-FBI TRAINING-BETSWORTH, GREINER	1,590.00
FBI NAT'L ACADEMY ASSOCIATION	PC-FBI TRAINING CONF-MELVIN, PAULSEN	321.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	25.53
FIRST INTERSTATE BANK	SUBPOENA FOR RECORD 2 HRS	50.00
FORCE SCIENCE INSTITUTE	PC-ADVANCED BODY WORN CAMERA-HAVERTY	595.00
FORCE SCIENCE INSTITUTE	PC-CERTIFICATION COURSE-SHIVERS	1,695.00
GLOCK PROFESSIONAL, INC	PC-ARMORER TRAINING-MARKVE	300.00
GRAMMARLY, INC	PC-GRAMMARLY SUBSCRIPTION 2025/01/01-2025/12/31	144.00

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GREAT PLAINS UNIFORMS	BALLISTIC VESTS,CARRIERS, UNIFORMS, GOLD BARS FOR UNIFORMS (9 EMP)	10,273.35
HARRIS DECALS INC	INSTALL DECALS ON CRUISERS	104.65
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE195089	434.77
HOMEFRONT PROTECTIVE GROUP, INC	PC-SURVEILLANCE TECHNIQUES TRAINING-KRIPAL, MONAY, TREINEN	1,125.00
INTELLIGENT VIDEO SOLUTIONS	PPC-2024/12/28-2025/12/27 VALT SOFTWARE	3,103.00
INTERNATIONAL ASSOCIATION OF CRIME	PC-IACA TRAINING-ZALESKI	123.75
J P COOKE COMPANY	NOTARY STAMPS	105.20
JACKSON SERVICES, INC	DOOR MAT SERVICE	255.84
JAMF SOFTWARE LLC	2025/04/02-2026/04/01 JAMF PRO LICENSE	1,250.00
JEREMY JOHNSON PHOTOGRAPHY	OFFICER OF THE YEAR PHOTO, DETECTIVE OF THE YEAR	50.00
JOSEPH GRAY	REIMB FOR K9 MEDICINE	122.21
KSB SCHOOL LAW, PC LLO	SRO ADMIN TRAINING-BOTTJEN	400.00
LA MESA	PC-LUNCH FOR INTERVIEWS	90.00
LASER LABS INC	PC-REPLACEMENT CARRY CASE	52.00
LEGAL & LIABILITY RISK MGT INSTITUTE	PC-DATA ANALYSIS-PAGE	175.00
LUKE'S AUTO BODY LLC	BODY REPAIRS - CITIZEN'S VEHICLE	883.40
MAGNET FORENSICS	PC-AXIOM EXAM TRAINING-JEZEK	3,499.00
MENARDS	PC-SUPPLIES FOR COMMAND TRAILER	163.61
METROPOLITAN UTILITIES DIST	2025/03/08-04/07 MONTHLY SERVICE	216.75
MYZONE, INC	PC-2025/02/28M WELLNESS PROGRAM	75.00
MYZONE, INC	PC-2025/01/31M WELLNESS PROGRAM	75.00
MYZONE, INC	PC-SWITCH CHEST STRAPS	548.50
NATIONAL ASSOCIATION OF FIELD TRAINING	PC-NAFTO TRAINING-REED	495.00
NATIONAL ASSOCIATION OF SCHOOL	PC-BASIC SRO TRAINING-ROSARIC	550.00
NATIONAL ASSOCIATION OF SCHOOL	PC-NASRO TRAINING-BOTTJEN	1,000.00
NAT'L TACTICAL OFFICERS ASSOCIATION	PC-LAW ENF OPS CONFERENCE-BROWN	569.00
NEBRASKA SECRETARY OF STATE	PC-NOTARY APPLICATION-MARRS	30.00
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	114.84
OMAHA PUBLIC POWER DISTRICT	2025/03/12-04/10 MONTHLY SERVICE	4,758.41
OMAHA WORLD OF WHEELS	PC-CHAMPIONSHIP AUTO SHOW BOOTH	1,275.00
PAY.GOV	PC-OFFICER OF THE YEAR FLAG FROM STATE	67.60
PEAK INTERESTS LLC	PC-FOOD FOR TRAINING	220.05
PINNACLE OPERATIONS CENTER	SUBPEONA RECORDS	10.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/02/26-03/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/03/02-04/24 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/01/26-02/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/02/02-03/01 EVIDENCE STORAGE	164.00
RDR CUSTOM KYDEX INC	PC-HOLSTER	200.75
ROGER'S TOWING	TOW CHARGE-UNIT 713, UNIT 711	200.00
SAM'S CLUB DIRECT	PC-CAKE FOR CEREMONY	20.98
SARPY COUNTY FISCAL ADMINISTRATION	2025/03/31Q LAW RECORDS & PUBLIC SAFETY, LRMS	17,315.53
SMITH DAVIS INSURANCE INC	NOTARY BOND-JANDA	40.00
SOUTHWEST AIRLINES	PC-AIR FARE -EVIDENCE CONF-JASHINSKE, BROWN, MARRS	1,271.39
SPECIAL EVENT SAFETY SEMINAR	PC-SAFETY SEMINAR TRAINING-LAMPMAN	799.00
THOMSON REUTERS - WEST	2025/03/31M ON-LINE SOFTWARE SUBSCRIPTION	325.03
TONY PAULSEN	REIMB PER DIEM FOR TRAINING	170.00
TRAVELERS	2024/12/13 AUTO LIABILITY CLAIMS	7,900.00
TRISTAR	2025/03/31M CLAIMS PAID AND ALAE	2,017.33
TRI-TECH FORENSICS, INC	PC-MEDICAL SUPPLIES	4,880.29
TRI-TECH FORENSICS, INC	SHOE COVERS	115.00
UNITED AIR LINES	PC-AIR FARE FOR TRAINING-REED	573.82
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	4,096.02
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	3,742.36
UNMANNED VEHICLE TECHNOLOGIES, LLC	BATTERIES FOR DRONE	619.32
VERIZON WIRELESS	2025/03/24-04/23 MONTHLY SERVICE	700.81
VISTA PRINT	PC-BUSINESS CARDS	392.59
WALGREENS	SUBPEONA FOR RECORDS	5.76
ZOOM VIDEO COMMUNICATIONS INC	PC-2025/01/31-2026/01/30 SUBSCRIPTION	160.39
		$ 306,972.58

FIRE & RESCUE

AIRGAS USA, LLC	CYLINDER RENTAL- OXYGEN	675.38
ALERT ALL CORPORATION	FIRE PREVENTION STICKERS	397.50
AMAZON.COM, LLC	PC-HAND SANITIZER, OFFICE SUPPLIES, TRACTION CLEATS, KITCHEN COOKWARE, RESCUE SUPPLIES, CLIMBING ROPE, STORBE LIGHT, UNIFORM PANTS, SHOES	3,552.37

FIRE & RESCUE (cont'd)

AMERICAN HEART ASSOCIATION	PC-BLS AND ACLS PROVIDER MANUALS	271.30
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	1,955.44
AVERY RENTS	PROPANE FOR TRAINING SITE	23.61
BLACK HILLS ENERGY	2025/03/03-04/01 MONTHLY SERVICE	292.02
BOUND TREE MEDICAL, LLC	RESCUE EQUIPMENT & SUPPLIES, MEDICAL SUPPLIES	5,956.95
COX BUSINESS SERVICES	2025/04/30M MONTHLY SERVICE	214.78
COX BUSINESS SERVICES	2025/04/01-30 MONTHLY SERVICE	115.00
CREIGHTON UNIVERSITY COLLEGE OF	BLS CARDS & PALS RENEWAL-VOGEL	173.50
DXP ENTERPRISES, INC	COMBUSTABLE SENSOR, 02 SENSOR	1,202.50
EC DATA SYSTEMS, INC	PC-2025/02/28M SHARE OF FAX SERVER	7.95
EC DATA SYSTEMS, INC	PC-2025/01/31M SHARE OF FAX SERVER	7.95
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	132,311.41
FIREFIGHTERS ON THE MOVE	MOVING/DELIVERY OF FRIDGES FROM EDGE 204 APTS	963.00
GOTOMEETING	PC-2025/01/18-2026/01/17 SUBSCRIPTION	936.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS (8 EMP)	2,220.40
HARBOR FREIGHT TOOLS	PC-UTILITY CASES, BATTERIES, TOOL BAG, ZIP TIES, TOOLS	259.24
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE215876	164.10
HEARTLAND NATURAL GAS LLC	25/04/01-25/03/03 BHE235679	428.28
HELM SERVICE	REPLACE CONDENSING UNIT-TRAINING SITE	51,803.00
HILLYARD DES MOINES	FLOOR CLEANING MACHINE	979.04
IAFF LOCAL 4906	REIMB FOR FRIDGES FROM EDGE 204 APTS	1,500.00
KFT FIRE TRAINER, LLC	WIRELESS EVAL/REPAIR RMA384	760.00
MACQUEEN EQUIPMENT, LLC	FIRE BOOTS (4 EMP)	878.07
MENARDS	PC-CLEANING SUPPLIES, HOSE FOR DRYER GEAR, MATERIALS TO REPAIR TRAILER, LEAF BLOWER, LUMBER,	1,361.42
MENARDS - RALSTON	PC-LUMBER	130.08
METROPOLITAN UTILITIES DIST	2025/03/08-04/07 MONTHLY SERVICE	321.71
METROPOLITAN UTILITIES DIST	2025/03/11-04/07 MONTHLY SERVICE	667.84
METROPOLITAN UTILITIES DIST	2025/03/11-04/08 MONTHLY SERVICE	1,504.32
METROPOLITAN UTILITIES DIST	2025/03/12-04/08 MONTHLY SERVICE	472.86
METROPOLITAN UTILITIES DIST	2025/03/13-04/08 MONTHLY SERVICE	139.54
METROPOLITAN UTILITIES DIST	2025/03/13-04/10 MONTHLY SERVICE	580.51
OMAHA DOOR & WINDOW COMPANY, INC	REPLACE GATE OPENER AT FIRE TRAINING SITE	8,495.00
OMAHA PUBLIC POWER DISTRICT	2025/01/31-03/03 MONTHLY SERVICE	857.90
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	1,271.51
OMAHA PUBLIC POWER DISTRICT	2025/02/20-03/21 MONTHLY SERVICE	582.57
OMAHA PUBLIC POWER DISTRICT	2025/02/21-03/24 MONTHLY SERVICE	2,005.87
OMAHA PUBLIC POWER DISTRICT	2025/02/25-03/26 MONTHLY SERVICE	827.00
PGBA, LLC	REFUND FOR SERVICES-G MAY	356.39
NANCY RATCHWITZ	REFUND FOR SERVICES	114.29
SFPE GREAT PLAINS	PC-SFPE GREAT PLAINS REGISTRATION-GIFFORD	180.00
SHERWIN WILLIAMS CO	PC-FRAMES, PAINT	47.63
SNIDER CONSTRUCTION COMPANY, INC	BPW-240107 WINDOW REPLACEMENT-DIST 3-FINAL PAYMENT	12,880.00
STERICYCLE, INC	2025/03/31M ON-SITE SHREDDING	144.00
SURVEY MONKEY.COM, LLC	PC-2025/01/22-2026/01/21 SUBSCRIPTION	1,080.00
THE NEBRASKA MEDICAL CENTER	2025/03/31Q MEDICAL DIRECTOR	12,342.74
TRISTAR	2025/03/31M CLAIMS PAID AND ALAE	12,088.63
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	2,919.36
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	2,767.00
WALMART SUPERCENTER	PC-FOAM, LINERS	121.21
WITMER PUBLIC SAFETY GROUP	BOAT DIVE KNIVES	229.91
		$ 272,538.08

NON-DEPARTMENTAL/CONTRACTS

AATRIX EFILE CENTER	PC-2024/01/01-12/31 1099 NEC FORMS	142.34
ABBY HIGHLAND	2025/03/31M CDBG CONSULTANT EXPENSES	550.00
AMAZON.COM, LLC	PC-COMPUTER EQUIPMENT, BOOTS, OFFICE SUPPLIES, CHARGING CABLE	649.28
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE-DEVICE CREDIT	(20.00)
BELLEVUE CHAMBER OF COMMERCE AND	ECONOMIC DEVELOPMENT CONTRACT	12,000.00

NON-DEPARTMENTAL/CONTRACTS (cont'd)		
CENTURY LINK	2025/03/04-04/03 MONTHLY SERVICE	397.50
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	18.00
FORVIS MAZARS LLP	PROGRESS BILLING #5 FINAL FYE 2024	5,000.00
GREAT PLAINS COMMUNICATIONS LLC	2025/04/01-30 MONTHLY SERVICE	720.91
HEARTLAND MARKETING &	SOCIAL MEDIA MANAGEMENT 2025/02/24-03/30	1,993.75
HOSTGATOR.COM	PC-2025/02/26-03/25 MONTHLY DOMAIN MAINTENANCE	87.99
HOSTGATOR.COM	PC-2025/01/26-02/25 MONTHLY DOMAIN MAINTENANCE	87.99
MENARDS	PC-25PC BIT SET, BATTERIES, EXT POLE, COUPLERS	175.23
NAPA AUTO PARTS	PC-MUSHROOM ANCHOR	35.99
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	141.86
PM AM CORPORATION	2025/03/31M - ALARM FEES	2,341.00
REGIONAL METROPOLITAN TRANSIT	2025/01/31M MAT SERVICE 1993 MILES	6,156.00
SCOTT WELCH	PC-2025/03/31M WEB MAINTENANCE	125.00
SCOTT WELCH	MONTHLY WEB MAINTENANCE	125.00
UNITED STATES PARCEL POST OFFICE	POSTAGE FOR COMPREHENSIVE REPORT	6,776.15
		$ 37,503.99
INFORMATION TECHNOLOGY		
AMAZON.COM, LLC	PC-ANGLED ADAPTER, EARPIECES, TABLE MAT, CHARGER BLOCKS, STRIKE BODY	1,032.71
CAPE TRUCK ACCESSORIES	PC-DRAWER DIVIDERS	50.00
HARBOR FREIGHT TOOLS	PC-DRILLS, TOOLS	156.92
MENARDS	PC-TRANSMITTERS, FLASH DRIVES, SAFETY HASP	480.02
MOTOROLA SOLUTIONS, INC	REMOTE SPEAKER MIC FOR APXN RADIOS, EARPIECES, DESKTOP CHARGERS, BATTERIES	5,822.84
ONE CALL CONCEPTS	2025/03/31M LOCATES	2.85
SARPY COUNTY FISCAL ADMINISTRATION	2025/03/31Q DATA PROCESSING	30,371.00
SECURITY EQUIPMENT INC	AMAG UPGRADE	1,224.00
SENTINEL TECHNOLOGIES, INC	2025/03/31M FORTIS MONTHLY SERVICE & PRODUCT	5,831.53
WASABI TECHNOLOGIES, LLC	PC-2025/01/12-02/11 CLOUD STORAGE	163.08
WASABI TECHNOLOGIES, LLC	PC-2024/12/12-2025/01/11 CLOUD STORAGE	162.43
WESTLAKE ACE HARDWARE	PC-SCREW EXTRACTOR TOOL, PLUGS	39.97
		$ 45,337.35
2206 LONGO DR		
C&E INDUSTRIES	2025/013/31M JANITORIAL SERVICE	3,991.10
CBRE, INC - VALUATION & ADVISORY	2025/06/01 - 2035/05/31 LEASE EXECUTION	25,883.06
CENTURY LINK	2025/03/04-04/03 MONTHLY SERVICE	139.70
CERRIS SYSTEMS NORTH CENTRAL, INC	2025/02/28 HVAC SERVICE	595.00
CERRIS SYSTEMS NORTH CENTRAL, INC	SERVICE CALL FOR BOILER DOWN	285.00
CINTAS LOCATION #749	2025/03/04 MAT SERVICE	459.95
COX BUSINESS SERVICES	2025/02/27-03/26 MONTHLY SERVICE	147.00
ELECTRONIC CONTRACTING COMPANY	2025/02/27 FIRE SPINKLER SERVICE	545.82
MARK'S CARPET CLEANING	2025/03/03 EMERGENCY WATER EXTRACTION	1,621.05
METROPOLITAN UTILITIES DIST	2025/02/06-03/10 MONTHLY SERVICE - GAS	931.79
METROPOLITAN UTILITIES DIST	2025/02/06-03/10 MONTHLY SERVICE - WATER & SEWER	969.23
OMAHA PUBLIC POWER DISTRICT	2025/01/24-02/21 MONTHLY SERVICE	6,068.46
PAPILLION SANITATION	2025/03/31M SERVICE	379.30
PROTECH PEST CONTROL	2025/03/31M PEST CONTROL	149.80
SCHUMACHER ELEVATOR COMPANY	2024/12/31Q ELEVATOR MAINTENANCE	553.34
SCHUMACHER ELEVATOR COMPANY	2025/03/31Q ELEVATOR MAINTENANCE	553.34
SELDIN LLC	2025/02/28M MANAGEMENT FEES	1,450.00
SELDIN LLC	2025/03/31 APPFOLIO FEES	43.35
SELDIN LLC	2025/03/31 BANK FEES	21.84
SELDIN LLC	BANK FEES 12.1	22.87
STERICYCLE, INC	2025/03/31M SERVICE	180.85
USG	FIRE INSPECTION	155.10
USG	FLOOD IN VA	173.34
USG	REPAIRED HOLE IN WALL AND PAINTED WALL, REPLACED	783.58
USG	SINKS BACKING UP	216.35
WATERLINK INC	2025/03/31M WATER TREATEMENT SERVICE	431.63
		$ 46,751.85
WASTEWATER		
AMAZON.COM, LLC	PC-UPS, SURGE PROTECTOR	79.99
ARMOR EQUIPMENT	FOLDING CONNECTOR, THREADED WHEEL SET	799.47
AT&T MOBILITY	2025/02/22-03/21 MONTHLY SERVICE	690.06
AT&T MOBILITY	2025/04/08-05/07 MONTHLY SERVICE	654.48
CENTURY LINK	2025/04/04-05/03 MONTHLY SERVICE	66.22
CENTURY LINK	2025/04/13-05/12 MONTHLY SERVICE	228.66

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WASTEWATER (cont'd)		
CHARLES MACHINE WORKS, INC	MEGA TRACK WHEELS	536.79
COX BUSINESS SERVICES	2025/04/04-05/03 MONTHLY SERVICE	220.00
COX BUSINESS SERVICES	2025/04/12-05/11 MONTHLY SERVICE	208.00
COX BUSINESS SERVICES	2025/04/18-05/17 MONTHLY SERVICE	92.49
ELLIOTT EQUIPMENT CO	WESTERN STYLE SPOON, MAGNETIC GRABBER, POLES, INLET VALVE PORT	883.58
EMBRIS GROUP LLC	BPW-230611 OLDE TOWNE REHAB 2025/03/31M	2,610.00
EMPLOYEE BENEFITS SYSTEMS	2025/04/30M HEALTH INSURANCE	19,967.00
HARBOR FREIGHT TOOLS	PC-SUPPLIES, PARTS, TOOLS	29.96
HEIMES CORPORATION	BPW-211123 HAWORTH PARK IMP THRU 2025/04/10	44,489.70
HM CRAGG CRITICAL POWER	GENERATOR SERVICE	503.75
HOSE & HANDLING, INC	ABRASION RESISTANT HOSE	720.75
INLAND TRUCK PARTS CO	PC-FLANGE	352.45
J & J SMALL ENGINE SERVICE	PC-SPARK PLUG, NUTS, BOLTS	12.49
MENARDS	PC-BRAKLEEN, OIL, RESPIRATORS, EARPLUGS, LIGHTS, PARTS CLEANER	319.00
METROPOLITAN UTILITIES DIST	2025/03/11-04/08 MONTHLY SERVICE	85.86
METROPOLITAN UTILITIES DIST	2025/03/12-04/08 MONTHLY SERVICE	389.41
MICHAEL TODD INDUSTRIAL SUPPLY	GREEN SURVEY PAINT	184.68
NAPA AUTO PARTS	PC-CHUCK	17.46
OMAHA PUBLIC POWER DISTRICT	2025/02/11-03/12 MONTHLY SERVICE	2,886.62
OMAHA PUBLIC POWER DISTRICT	2025/02/20-03/21 MONTHLY SERVICE	1,535.44
OMAHA PUBLIC POWER DISTRICT	2025/02/21-03/24 MONTHLY SERVICE	615.59
PRECISE MRM LLC	2025/03/31M FLAT DATA PLAN	253.00
RJN GROUP INC	BPW-240702 GIS UPDATES & FIELD CONF THRU 2025/03/28	8,155.00
SAPP BROS PETROLEUM	HYDRAULIC FLUID DRUMS	2,453.75
UNITED OF OMAHA LIFE INSURANCE	2025/04/30 DENTAL INSURANCE	530.90
UNITED OF OMAHA LIFE INSURANCE	2025/03/31 DENTAL INSURANCE	530.90
UPS STORE	PC-SHIPPING CHARGES	16.01
USA BLUE BOOK	BANDING	519.03
UTILITY EQUIPMENT COMPANY	COUPLINGS W/SHEAR RING	556.00
UL VERIFICATION SERVICES	PC-OSHA OUTREACH TRAINING-13 EMP	767.00
WESTLAKE ACE HARDWARE	PC--FILE GUIDE, FILING KIT, GLOVES	179.69
		$ 93,141.18
COMMUNITY DEVELOPMENT		
COLUMN SOFTWARE, PBC	PC-LEGAL AD	45.81
ABBY HIGHLAND	2025/03/31M CDBG CONSULTANT EXPENSES	4,162.50
ABBY HIGHLAND	2025/04/13-04/18 CDBG EXPENSES	1,276.20
BELLEVUE JR SPORTS ASSOCIATION	2ND QTR BJSA SCHOLARSHIP PROGRAM	1,000.00
BELLEVUE VOLUNTEER FIRE DEPT, INC	REPLACE TWO (2) ROOF TOP HVAC-BFD	18,163.00
HABITAT FOR HUMANITY OF SARPY COUNTY	2025/04/09 HABITAT HOME REPAIR-2303 FRANKLIN	16,416.44
HABITAT FOR HUMANITY OF SARPY COUNTY	HABITAT HOME REPAIR-13319 COURTNEY DR	8,311.56
LIFT UP SARPY COUNTY	2025/02/01-04/30 CDBG FUND EXPENDITUES	12,909.13
		$ 62,284.64
LAW ENFORCEMENT TRUST		
HEARTLAND FAMILY SERVICE	2025/04/01-2026/03/31 CRISIS RESPONSE SERVICES	31,877.00
		$ 31,877.00
FEDERAL FORFEITURES-JUSTICE FUNDS		
SANS INSTITUTE	PC-SMARTPHONE ANALYSIS-PAGE, SMUTNY	10,778.00
SOUTHWEST AIRLINES	PC-AIR FARE FOR TRAINING-PAGE, SMUTNY	771.92
		$ 11,549.92
	TOTAL CLAIMS FOR 2025/05/06 COUNCIL MEETING	**$ 2,331,529.31**
	TOTAL PAYROLL FOR 2025/04/25	**$ 1,809,440.33**

Bike Week & Ride of Silence Proclamation

WHEREAS, the City of Bellevue, NE encourages the use of bicycles as a means of transportation and recreation; and

WHEREAS, the City of Bellevue, NE recognizes the bicycle as a legitimate roadway vehicle and therefore is entitled to legal and responsible use of all public roadway facilities in Nebraska except highways constructed to interstate standards; and

WHEREAS, the City of Bellevue, NE recognizing the use of bicycles as a viable mode of transportation and recreation, reducing traffic congestion and noise, decreasing the use of and dependence upon finite energy sources, and fostering exercise; and

WHEREAS, the League of American Bicyclists has established May as National Bicycle Month, and the Mayor establishes May as Bicycle Safety Month which includes the International Ride of Silence the 21st of May, 2025 at 7p.m., and

WHEREAS, The Ride of Silence is endorsed locally by The Bellevue Bicycle Club.

NOW, THEREFORE, I, Rusty Hike, Mayor of Bellevue, NE do hereby proclaim May 12 to 18, 2025, as: "**Bike Week**" in the City of Bellevue, NE

And, May 21, 2025, as: "**The International Ride of Silence Day**" in the City of Bellevue, NE

To encourage all citizens to ride their bicycles to work, to the store, to the park, around their neighborhoods and with friends and family to promote the personal and societal benefits achieved from bicycling and to participate in the Ride of Silence.

Where upon I subscribe my name and the seal of the City of Bellevue, NE

Rusty Hike

Rusty Hike, Mayor

2025 1st Quarter Economic Indicators Report

Building Permit Valuations

Community	Jan-25	Feb-25	Mar-25	1st Qtr. 2025	1st Qtr. 2024
Sarpy County	$ 2,488,076	$ 2,218,354	$ 2,773,057	$ 7,479,487	$ 13,329,242
Bellevue	$ 5,638,335	$ 2,375,230	$ 16,517,717	$ 24,531,282	$ 54,384,621
Papillion *	$ 24,105,290	$ 23,694,466	$ 28,436,755	$ 76,236,511	$ 44,960,556
La Vista	$ 247,857	$ 1,291,527	$ 557,749	$ 2,097,133	$ 6,885,700
Gretna	$ ** 8,133,958	$ 12,706,882	$ 12,500,304	$ 33,341,144	$ 27,006,682
Springfield	$ 265,381	$ 492,855	$ 1,567,069	$ 2,325,305	$ 1,429,807
TOTAL	$ 40,878,897	$ 42,779,314	$ 62,352,651	$ 146,010,862	$ 147,996,608

Approved New Business / Industrial / Office Park Platted Lots

Subdivision Name	Address	Location	Lots
Gretna Landing	South 192 Street & Highway 370	Gretna	6
		TOTAL	6

Approved Multi-Family Housing Platted Lots

Subdivision Name	Address	Location	Lots
			0
		TOTAL	0

Approved Single Family Housing Platted Lots

Subdivision Name	Address	Location	Lots
Burke Acres		Gretna	1
		TOTAL	1

Single Family Housing Permits Issued

Community	Jan-25	Feb-25	Mar-25	1st Qtr. 2025	1st Qtr. 2024
Sarpy County	8	3	5	16	27
Bellevue	2	18	4	24	36
Papillion *	28	43	74	145	81
La Vista	0	0	0	0	0
Gretna	23	45	34	102	94
Springfield	0	1	1	2	2
TOTAL	61	110	118	289	240

Multi-Family Housing # of Units Permits Issued

Community	Jan-25	Feb-25	Mar-25	1st Qtr. 2025	1st Qtr. 2024
Sarpy County	0	0	0	0	0
Bellevue	0	0	0	0	36
Papillion *	93	0	0	93	0
La Vista	0	0	0	0	0
Gretna	0	0	0	0	8
Springfield	0	0	0	0	0
TOTAL	93	0	0	93	44

Sarpy County Labor Force Statistics

Month	Labor Force	Employment	Unemployment	Rate
Jan-25	108,789	105,407	3,382	3.1%
Feb-25	109,851	106,264	3,587	3.3%
Mar-25	110,015	107,059	2,956	2.7%
Jan-24	98,763	96,179	2,584	2.6%
Feb-24	99,961	97,023	2,938	2.9%
Mar-24	100,593	98,006	2,587	2.6%

*** Listed valuation does not include all building valuation activity.*

** Information may differ from information recorded from City and duplicates have been removed*

2025 1st Quarter Economic Indicators Report

Building Permit Valuations Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2025	$ 7,479,487				$ 7,479,487
	2024	$ 13,329,242				$ 13,329,242
Bellevue	2025	$ 24,531,282				$ 24,531,282
	2024	$ 54,384,621				$ 54,384,621
Papillion*	2025	$ 76,236,511				$ 76,236,511
	2024	$ 44,960,556				$ 44,960,556
La Vista	2025	$ 2,097,133				$ 2,097,133
	2024	$ 6,885,700				$ 6,885,700
Gretna	2025	$ 33,341,144				$ 33,341,144
	2024	$ 27,006,682				$ 27,006,682
Springfield	2025	$ 2,325,305				$ 2,325,305
	2024	$ 1,429,807				$ 1,429,807
TOTALS	2025	$ 146,010,862				$ 146,010,862
	2024	$ 147,996,608				$ 147,996,608

Single Family Housing Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2025	16				16
	2024	27				27
Bellevue	2025	24				24
	2024	36				36
Papillion*	2025	145				145
	2024	81				81
La Vista	2025	0				0
	2024	0				0
Gretna	2025	102				102
	2024	94				94
Springfield	2025	2				2
	2024	2				2
TOTALS	2025	289				289
	2024	240				240

2025 1st Quarter Economic Indicators Report

Multi-Family Housing # of Units Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2025	0				0
	2024	0				0
Bellevue	2025	0				0
	2024	36				36
Papillion*	2025	93				93
	2024	0				0
La Vista	2025	0				0
	2024	0				0
Gretna	2025	0				0
	2024	8				8
Springfield	2025	0				0
	2024	0				0
TOTALS	2025	93				93
	2024	44				44

Single Family Housing # of Platted Lots Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2025	0				0
	2024	3				3
Bellevue	2025	0				0
	2024	0				0
Papillion	2025	0				0
	2024	0				0
La Vista	2025	0				0
	2024	0				0
Gretna	2025	1				1
	2024	10				10
Springfield	2025	0				0
	2024	0				0
TOTALS	2025	1				1
	2024	13				13

Commercial Projects Permitted Over $250,000				
Project	Address/Location	Community	Valuation	Sq. Ft.
Rotella's	15640 Sunburst Drive	Papillion	$8,261,760	10,400
Papillion Middle School (renovation)	423 South Washington Street	Papillion	$8,068,537	133,656
Papillion LaVista High School (addition/renovation)	303 East Cary Street	Papillion	$4,888,539	343,191
Vasa Fitness	909 Fort Crook Road	Bellevue	$4,500,000	0
Unknown (addition)	18870 Oakmont Drive	Gretna	$3,070,800	18,000
Bell Elementary (renovation)	7909 Reed Street	Papillion	$2,780,000	55,776
Bellevue University (tenant build-out)	8121 Bruin Boulevard	Bellevue	$2,500,000	0
Warehouse Shell	22022 Platteview Road	Gretna	$1,438,380	22,500
Oak Leaf (footings and foundations)	6950 Wren Court	Papillion	$1,375,000	8,984
Improvements for future tenants	7949 Towne Center	Papillion	$1,250,000	29,980
2 Temporary Tents	13805 Silicon Prairie Plaza	Springfield	$1,229,312	11,200
Papillion La Vista School 27	9920 Brentwood Drive	La Vista	$1,082,027	0
Bag N Save (remodel)	5101 Harrison Street	Bellevue	$700,000	0
Aspen Creek Veterinary Clinic	18870 Oakmont Drive, Suite 1	Gretna	$470,457	3,250
Nike Outlet Improvements	21351 Nebraska Crossing Drive, Suite A129	Gretna	$400,000	0
Buckle	21323 Nebraska Crossing Drive, Suite G117	Gretna	$375,000	6,526
Starbucks Interior Improvements	19513 Oakmont Drive	Gretna	$328,018	2,500
Marrow Restaurant	17870 Oakmont Drive, Suite 106	Gretna	$276,330	3,138
Autism Center	7007 South 181st Street, Suite 101	Sarpy	$260,000	6,183
Aerie (renovation)	21317 Nebraska Crossing Drive, Suite E117	Gretna	$220,000	7,030
Werner Park MiLB (renovations)	12356 Ball Park Way	Papillion	$200,000	1,500
We Rock (expansion #2)	10717 Virginia Plaza	Papillion	$200,000	3,315
Unknown (renovation)	3602 Fort Crook Road	Bellevue	$125,000	0
iCan Clinic	9805 Giles Road	La Vista	$120,000	0
Great Clips	18870 Oakmont Drive, Suite 9	Gretna	$110,000	1,170
South High School (recreation renovations)	10799 Highway 370	Papillion	$100,000	0
Fricke Field (recreation renovations)	500 East Halleck Street	Papillion	$100,000	0
Tower District (apartment garages)	313 & 323 Devon Drive	Papillion	$60,000	4,752

1st Quarter 2025 Progress Report

GOAL

Create, grow and recruit businesses, jobs and investment in Sarpy County

Landed Projects

Number of Landed Projects



Capital Investment

$0

YTD: $0

New & Retained Jobs

0

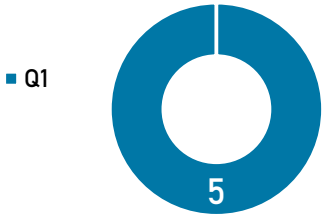
0 New Jobs | 0 Retained Jobs

Project Pipeline

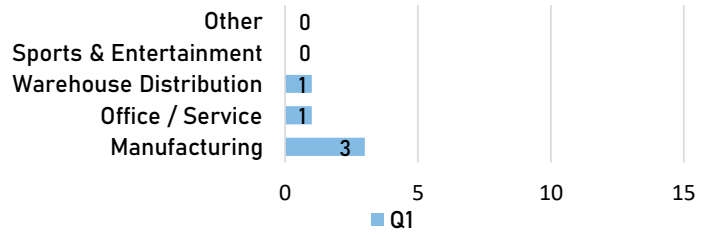
1 Prospect Visit - Q1

New to Market

Number of Opportunities

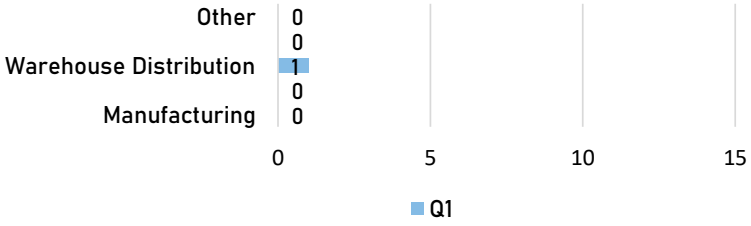


Opportunities by Industry

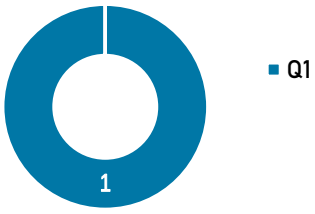


Existing Business

Opportunities by Industry



Number of Opportunities



Committee Updates

Workforce

Trades Day

- 7 Companies
- 98 Students
- 5 Unions
- 1 School

Site Development

1 New Certified Site - Q1

3 Certified Sites

I-80 Crossing

I-80 Logistics

R&R South

GOAL

Deliver relevant and high quality member programs, events, services and information

Investor Base

New Investors	Q1	YTD
	1	1
	$3,500	$3,500

Includes increased investments

Dropped Investors	Q1	YTD
	5	5
	$9,150	$9,150

Net New Investment: -$5,650

Engagement

Investor Engagement

(275) Annual Meeting
(N/A) 1st Qtr. Investor Meeting
(N/A) Trades Day
(N/A) May Happy Hour
(N/A) 2nd Qtr. Investor Meeting
(N/A) August Happy Hour
(N/A) VIP Reception
(N/A) 3rd Qtr. Investor Meeting
(N/A) November Happy Hour



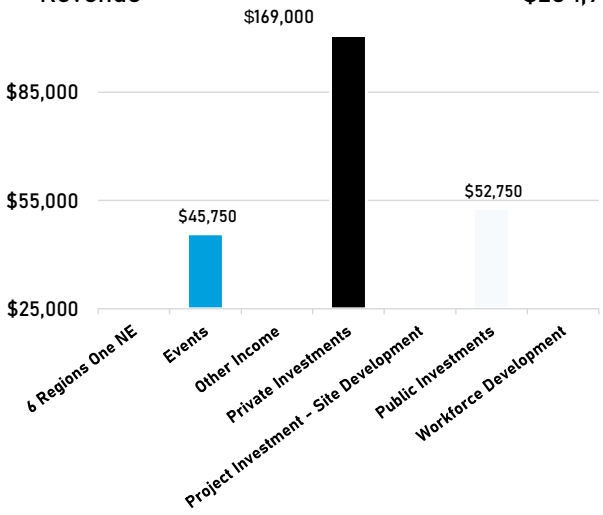


Board Member Engagement

January Executive Board Meeting (7)
Board Orientation (7)
March Executive Board Meeting (7)
March Board Meeting (35)
May Executive Board Meeting (N/A)
June Board Meeting (N/A)
July Executive Board Meeting (N/A)
September Executive Board Meeting (N/A)
September Board Meeting (N/A)
November Executive Board Meeting (N/A)
December Board Meeting (N/A)

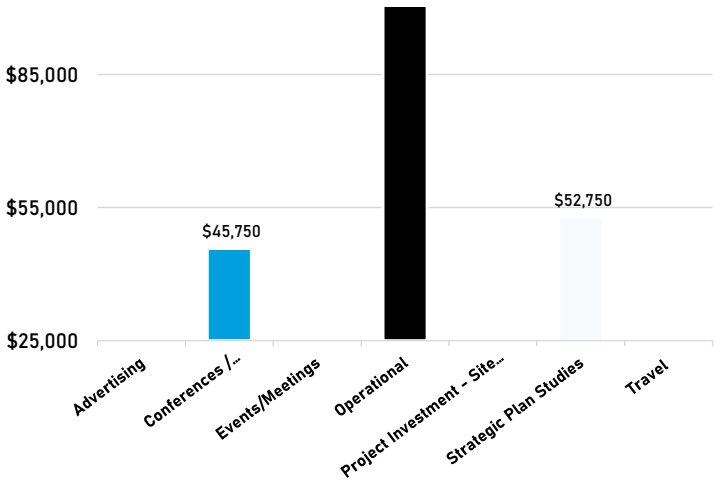
Organizational Resources

Revenue $284,981



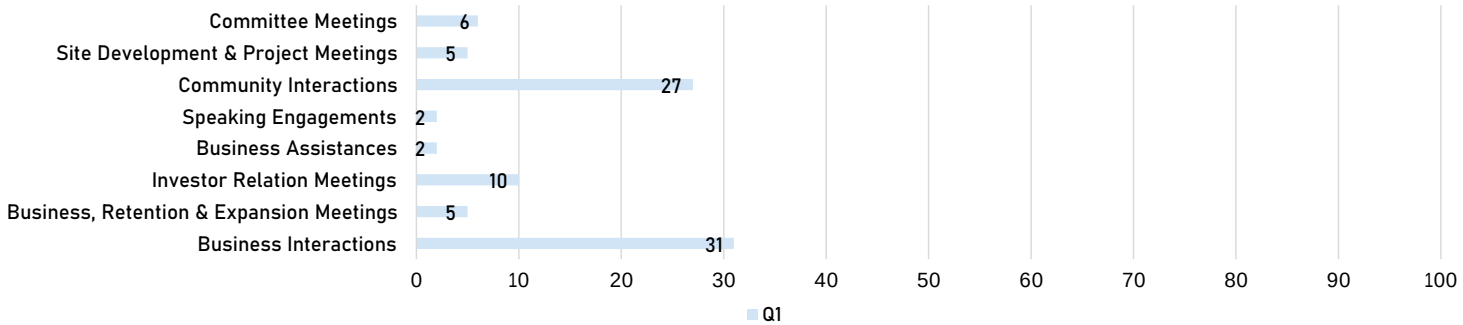
Total Revenue Budget: $411,900

Expenses $106,645



Total Expense Budget: $421,633

Meetings & Interactions



*8a.
5/6/2025

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

MEMO

TO: Council President Casey & Council Members

FROM: Mayor Rusty Hike

DATE: April 29th, 2025

SUBJECT: Appointment to the Bellevue Tree Board

Please consider the following for appointment to the Bellevue Tree Board she will serve the remaining term of Joann Langabee ending May 2026.

Kay Hegler
13607 S 22nd circle
Bellevue, NE 68123
Kay.Hegler@doane.edu

I became an Extension Master Gardener in 2023. I serve on the Walnut Creek Lake Recreation gardening crew on Tuesday mornings. I also answer phones for the Horticulture Helpline on Thursday mornings. I do a few (five maybe) Ask a Master Garden Table events each year, and recycle Christmas trees. In 2023 and 2024 I volunteered at the Gretna Tree Plant.

I am willing for my name to be submitted to the Mayor and Bellevue City Council. You are likely to have others interested, so I will not be offended if I am not approved.

I moved to Bellevue in 2018 when I married Ron Hall, a long time resident of Bellevue. Prior to that I lived in Crete, NE when I taught at Doane University, 1974-2015 as professor of Special Education. I taught for Doane part-time through December 2019. I am also a registered yoga teacher and taught classes from 2014-2021. After my retirement from full-time teaching, I moved to Lincoln and lived there only two and one-half years before I moved to Bellevue.

Some volunteer activities:
In January 2026, I will end my three-year term as Clerk of the Council, First-Plymouth UCC, Lincoln, NE. I have served on other boards and committees at First-Plymouth.
During 1996-2002, my mixed breed terrier and I did therapy dog work in hospice centers in Lincoln. We stopped when the dog was no longer healthy enough and required hospice care himself.
During my years at Doane, I did professional volunteer service in many capacities, probably not relevant to list them here.
2020 to present, I attend an annual three-day retreat at The Cloisters on the Platte and volunteer as a lodge captain during the retreat.

Academic background:
Washington High School, Sioux Falls, SD 1967
South Dakota State University, BS in Family and Consumer Science, 1970
University of Nebraska-Lincoln, MS in Family and Consumer Science, 1972
University of Nebraska-Lincoln, PhD in Psychological and Cultural Studies, 1979
I am a grandmother, a quilter, a reader, a gardener, and a friend.
This is probably too much information, so please delete what you do not need and put the rest together as it makes sense to you.

Thanks,
Kay
Kay Hegler <kay.hegler@doane.edu>
402.826.7195
13607 S 22nd Circle, Bellevue, NE 68123

10a.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 5/6/2025			SUBMITTED BY: City Clerk		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for W & P Enterprises Inc. dba "Pat & Wally's" located at 701 Galvin Road South Suite 114, Bellevue, NE 68005 and Brandon Wallraff as Manager; and approval of a temporary operating permit.

SYNOPSIS/BACKGROUND:

W& P Enterprises Class C Liquor License was approved May 22, 2006. Due to corporate restructuring the NLCC requires a new application to be submitted for a new Class C Liquor License. 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 application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale, for W & P Enterprises Inc. dba "Pat & Wally's" located at 701 Galvin Road South Suite 114, Bellevue, NE 68005 and Brandon Wallraff as Manager; and approval of a temporary operating permit.

ATTACHMENTS:

1.	Application	2.	Police Report	3.	Planning Report
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

NOTICE OF PUBLIC HEARING ON APPLICATION FOR A CLASS "C" LIQUOR LICENSE & MANAGER

Notice is hereby given that W & P Enterprises Inc. dba "Pat & Wally's" has applied for a Class "C" Liquor License to sell beer, wine, and distilled spirits, On/Off Sale, at 701 Galvin Road South Suite 114, Bellevue, NE 68005 and Brandon Wallraff as Manager.

A public hearing on the application will be held at the City Council meeting on May 6, 2015, beginning 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.

If special accommodations are required, please contact the City Clerk at (402)293-3007 at least twenty-four hours prior to the meeting.

Susan Kluthe
Bellevue City Clerk

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

Date of City Council Meeting: May 6, 2025 Due to City Clerk: April 24, 2025

Applicant: W & P Enterprises Inc. dba Pat & Wally's

Location/Address: 701 Galvin Road South Bellevue, NE 68005

Requested Action:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale, for W & P Enterprises Inc. dba "Pat & Wally's" located at 701 Galvin Road South Bellevue, NE 68005 and Brandon Wallraff as Manager; and approval of a temporary operating permit.

Individuals to be Checked:

	Name & Address	DOB
1.	Brandon Wallraff - 2717 Big Elk Parkway Elkhorn, NE 68022	
2.	Alyssa Biskup -	

Comments:

No comments or concerns from Police

Signature of Reviewer: Capt. Kurt Stroeher Digitally signed by Capt. Kurt Stroeher Date: 2025.04.03 13:39:04 -05'00' Date: 4-3-25

LIQUOR LICENSE APPLICATION REPORT

City Clerk

Applicant: W & P Enterprises Inc. dba Pat & Wally's

Location/Address: 701 Galvin Road South Suite 114 City: Bellevue State: NE Zip: 68005

Requested Action:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale, for W & P Enterprises Inc. dba "Pat & Wally's" located at 701 Galvin Road South Bellevue, NE 68005 and Brandon Wallraff as Manager; and approval of a temporary operating permit

Date Application Received: 04/03/2025

Final Date Heating can be held: (45 days from receipt): 5/18/2025

Date Advertised (not less than 7 nor more than 14 days): 04/23/2025

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	
Class B (Beer off sale only):	
Class C (Alcoholic liquor, on and off sale):	19
Class CK (Alcoholic liquor, on and off sale/Catering):	4
Class D (Alcoholic liquor, off sale only):	26
Class DK (Alcoholic liquor, off sale only/Catering):	1
Class I (Alcoholic liquor on sale only):	29
Class IK (Alcoholic liquor on sale only/Catering):	2
Class X (Wholesale Liquor)	
Total:	81

Liquor License Application Report
City of Bellevue
Planning Department

Due to Clerk Date: 04/24/2025 City Council Date: 5/6/2025

Applicant: W & P Enterprises Inc. dba Pat & Wally's Suite 114

Address: 701 Galvin Road South Bellevue, NE 68005

Requested Action:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, spirits on and off sale, for W & P Enterprises Inc. dba "Pat & Wally's" located at 701 Galvin Road South Bellevue, NE 68005 and Brandon Wallraff as Manager; and approval of a temporary operating permit.

Background:

Pat & Wallys was approved May 22, 2006 for a Class C Liquor License. Due to restructuring of owners a new application is required by the NLCC.

Is this location within the city limits of Bellevue? Yes

Is this location within the city's two-mile zoning jurisdiction? Yes

Existing Zoning: BG-PCO Existing Land Use: Strip Mall

Will Zoning allow a liquor license: Yes

Is the current use non-conforming? No

Explanation:

Adjacent Land Use and Zoning:

North: Commercial, BG-PCO (General Business-Planned Center Overlay)

South: Commercial, BG-PCO (General Business-Planned Center Overlay)

East: Two-Family Residential, RG-50-PS

West: Commercial, BG-PCO (General Business-Planned Center Overlay)

Distance from school (If applicable): Approximately 335 feet from Logan Fontenelle Middle School.

Distance from college (If applicable): N/A

Distance from church (If applicable): Approximately 320 feet from New Life Baptist Church.

Immediate neighborhood/area land uses:

This business is part of a commercial strip center. Duplexes are located behind the strip center to the east and also to the north of the property.

Number of parking spaces required: unknown Provided: unknown

Analysis of neighborhood effects:

Traffic: There is no traffic impact expected.

Street/Access: There is no street/access impact expected.

Pedestrian: There is no pedestrian impact expected.

Noise: There is no noise impact expected.

Lighting: There is no lighting impact expected.

General Comments:

This is a commercial area which would accommodate on sale liquor sales.

Nebraska Liquor Control

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

Application Copy

File Number: 74157

LICENSE TYPE	APPLICATION DATE RECEIVED
Class C Beer, Wine, Spirits On and Off Sale	2025-03-13

SECONDARY LICENSE(S)

None selected

LICENSEE	LICENSEE TYPE
W & P ENTERPRISES INC	Corporation

Temporary Operating Permit

LICENSE

License 072320 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)
PAT & WALLY'S (W & P ENTERPRISES INC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE	PREMISES NAME
Bar/Lounge (on prem)	Pat and Wallys

OPERATOR	CORPORATE LIMIT DESIGNATION
	Inside

LEASE OR OWN	EXPIRATION DATE
Lease	2027-12-31

PHYSICAL ADDRESS

701 Galvin Road South
Bellevue NE 68005

MAILING ADDRESS

CONTACT NAME	PREFERRED CONTACT METHOD
BRANDON WALLRAFF	Email
CONTACT PHONE	ALTERNATE PHONE
(402) 210-1097	
FAX	EMAIL
	brandon.wallraff@yahoo.com
PREMISES MANAGER	PREMISES MANAGER EMAIL
Andy Kutilek	akutilek@omnepartners.com

QUESTIONS

Class C Beer, Wine, Spirits On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

   Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge?

   Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party is applying, please list charges by each individual's name. Exclude minor traffic violations such as speeding. Include Driving Under the Influence, Driving Under Suspension & other similar charges. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

   No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
   A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

   L47, W57

3. Is there an outdoor area?
   *Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

   Yes
   L19, 6W

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

   No

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

   1

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

   No

7. Is premises to be licensed within 300 feet of a college campus or university?

   No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

   Yes
   (document uploaded)

9. What date do you intend to open for business?

   2/1/2025

10 What are the anticipated hours of operation?

   Mon-Sat 12pm-2am

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

   No

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

   Yes
   Alyssa Biskup

13 Is anyone listed on this application a law enforcement officer?

   No

14 List the primary bank and/or financial institution to be utilized by the business.
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Westside State Bank
-Brandon Wallraff
-Alyssa Biskup

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes
VP for Golf Management Company

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

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

NA

20 Has the premises location been previously licensed within the last 2 years?

Yes

21 Are you applying for a Temporary Operating Permit?

Yes
(document uploaded)

22 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Brandon Wallraff

23 What is the manager's address?

2717 Big Elk Parkway
Elkhorn NE 68022

24 What is the manager's phone number?

4022101097

25 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - https://www.nebraska.gov/apps-sos-voter-registration/

Douglas

26 What is the manager's email address? An email will be sent to them to obtain their personal information.

brandon.wallraff@yahoo.com

27 Is the manager married?

Yes
Rebecca Wallraff
becky_wallraff@hotmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Premises Description & Diagram	P&W Layout 3 Bays.pdf	
Lease / Deed / Purchase Agreement	W&P 9th Amendment.docx.pdf	
Business Plan	Business Plan for Nebraska Liquor 1.26.25.docx	
Privacy Act Statement	Fingerprint Submission - Privacy Act Statement.pdf	Finger Print Submission
Temporary Operating Permit (TOP)	Temporary Operating Permit 1.27.25.pdf	
Additional Document	Liq Lic Payment 3.12.25.pdf	Payment
Privacy Act Statement	Fingerprint Submission - Privacy Act Statement Alyssa Biskup.pdf	Finger Print Submission
Alcohol Inventory	PW Inventory 3.12.25.pdf	

APPLICANT

BRANDON WALLRAFF

DECLARATION

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

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

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

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

APPLICATION FOR TEMPORARY OPERATING PERMIT

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

Name of current licensee (seller): W&P Enterprises INC

Name of applicant (buyer): W&P Enterprises INC

On this date 2.1.25 (date) buyer and seller entered into a contract for sale of the alcohol related business known as: Pat & Wally's (Name of business currently licensed)

Located at:
701 Galvin Rd South (Street Address) Ste 114, Bellevue (City), NE 68005 (Zip Code)

Requested effective date of Temporary Operating Permit: 2.15.25 (date)

Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

Signature of Seller	Dennis Wallraff	2.05.25
	Printed Name	Date

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by the Nebraska. Liquor Control Commission for a period not to exceed 90 days.

Signature of Buyer	Brandon Wallraff	2.5.25
	Printed Name	Date

CORPORATION/LLC STRUCTURE

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

1. All officers, directors and stockholders and their spouses must be listed on this form.
2. All owner's owning more than 25%, and their spouses must be submit fingerprint cards and the Fingerprint Submission/Privacy Act Statement signed form.

Name of Corporation/LLC: W&P Enterprises INC

Address: 701 Galvin Rd South

City: Bellevue State: NE Zip Code: 68005

Corporation Phone Number: 402.210.1097

Total Number of Corporation Shares Issued: 2

Name of President/CEO/Managing Member
Name and information must be listed on following page

Last Name: Wallraff First Name: Brandon MI: M

Home Address: 2717 Big Elk Parkway City: Elkhorn

State: NE Zip Code: 68022 Phone Number: 402.210.1097

Email Address: brandon.wallraff@yahoo.com

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

Last Name: Biskup First Name: Alyssa MI: M

Email Address: abiskup@360communityservices.com

Social Security Number [redacted] Date of Birth: _____

Title: Treasurer Number of Shares 1

Spouse's Last Name: _____ First Name: _____ MI: _____

Email Address: _____

Social Security Number: _____ Date of Birth: _____

Last Name: Wallraff First Name: Brandon MI: M

Email Address: brandon.wallraff@yahoo.com

Social Security Numbe[redacted] Date of Birth: _____

Title: President Number of Shares 1

Spouse's Last Name: _____ First Name: _____ MI: _____

Email Address: _____

Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Email Address: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse's Last Name: _____ First Name: _____ MI: _____

Email Address: _____

Social Security Number: _____ Date of Birth: _____

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

Last Name:_____ First Name:_____ MI:_____

Email Address: _____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

Spouse's Last Name:_____ First Name:_____ MI:_____

Email Address: _____

Social Security Number:_____ Date of Birth:_____

Last Name:_____ First Name:_____ MI:_____

Email Address: _____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

Spouse's Last Name:_____ First Name:_____ MI:_____

Email Address: _____

Social Security Number:_____ Date of Birth:_____

Last Name:_____ First Name:_____ MI:_____

Email Address: _____

Social Security Number:_____ Date of Birth:_____

Title:_____ Number of Shares _____

Spouse's Last Name:_____ First Name:_____ MI:_____

Email Address: _____

Social Security Number:_____ Date of Birth:_____

Is the applying LLC/Corporation owned 100% by another LLC/corporation?

■YES ☐NO

If yes, provide a Corporation Structure Form for the owning corporation.

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

Starting Date: January 1 Ending Date: December 31

Is this a Non-Profit Corporation?

☐YES ■NO

If yes, provide the Federal ID # _____

Business Purchase Agreement

Purchase Date 2.1.25

Name of Business Currently Licensed W&P Enterprises Inc / DBA Pat & Wallys

Address of Business:

701 Galvin Rd South Ste. 114-116

Bellevue, NE 68005

Applicant: W&P Enterprises Inc

Current Licensee: W&P Enterprises Inc

Signature of Seller (licensee)	2.1.25 *Date*
Signature of Purchaser (applicant)	2.1.25 *Date*

Pat & Wally

Brand	Size	Quanity	Open
Jack Daniels	1L	6	3/4
Fire	1L	2	3/4
Apple	1L	2	3/4
Honey	1L	2	
Knob Creek	1L	1	1/4
Elijah Craig	750mL	3	2/4
Makers Mark	1L	2	1/4
No. 46	750mL	2	
Crown Royal	1L	8	1/4
Apple	1L	7	1/4
Blackberry	750mL	2	3/4
Peach	1L	1	3/4
Fireball	1L	8	3/4
Basil Hayden Toast	750mL	2	1/4
Tullamore Dew	1L	2	2/4
Four Roses	1L	2	1/4
Southern Comfort	1L	3	1/4
Seagram 7	1L	1	3/4
Seagram VO	1L	2	2/4
Kessler	1L	2	3/4
Shankys Whip	1L	1	
Windsor	1L	3	3/4
Canadian Spring	1L	1	1/4
Canidian Club	1L	1	3/4
New Amsterdam Lemon	1L	2	1/4
New Amsterdam Lemon	750mL	1	
Chivas	1L	1	3/4
Glenlivet	1L	1	1/4
Dewar's	1L	4	1/4
Jameson	1L	8	2/4
Proper Twelve	1L	3	3/4
Proper 12 Apple	1L	1	3/4
Jim Beam	1L	9	3/4
Red Stag	1L	2	3/4
Peach	1L	1	3/4
Leroux	1L	10	
Licore 43	1L	2	1/4
Midori	1L	3	1/4
Jose Quervo Silver	1L	2	3/4
Jose Quervo Gold	1L	9	3/4
Mcgillicuddy	1L	6	2/4
Mcgillicuddy Menthol	1L	1	3/4

Jager	1L	4	3/4
Patron	750mL	1	
Casamigos	1L	1	3/4
Kahlua	1L	2	2/4
Espolon	1L	1	1/4
Teremana	1L	1	
21 Seeds Orange	750mL	3	
Cucumber Jalapeno	750mL	2	
Baileys	1L	2	
Giffard Peach	1L	5	2/4
Rumple	1L	3	1/4
Chambord	700mL	2	3/4
Goldschlager	1L	1	2/4
Pickle	750mL	1	3/4
Spicy Pickle	750mL	2	2/4
Black Haus	1L	1	2/4
Deep Eddy Sweet Tea	1L	2	2/4
Bombay	750mL	2	3/4
Rum Chata	1L	1	2/4
Country Club Gin	1L	9	2/4
Tanquerary	1L	1	3/4
Hennessy	1L	2	1/4
Truly Wild Berry	1L	4	1/4
Truly Strawberry Lemonade	1L	4	3/4
Truly Pineapple Mango	1L	4	1/4
Barton	1L	10	3/4
Ketel One	1L	1	3/4
Hypnotic	1L	1	1/4
Buttershots	750mL	2	2/4
Amaretto	1L	3	3/4
Triple Sec	1L	2	1/4
Blue Curaco	1L	1	3/4
Peach	1L	2	2/4
Peppermint	750mL	2	
Tito's	1L	8	1/4
Sheep Dog	1L	7	3/4
Castillo Silver	1L	6	
Absolut	1L	6	3/4
Absolut Raspberry	1L	1	
Ciroc	1L	1	
Stoli Vanilla	1L	1	3/4
Grey Goose	1L	1	3/4
Skyy Citrus	1L	1	1/4
Skyy.	1L	1	1/4

UV Grape	1L	1	1/4
UV Blue	1L	1	1/4
Smirnoff Cucumber Lime	1L	1	1/4
Smirnoff Lemon	1L	1	1/4
Smirnoff Citrus	1L	1	1/4
I'm Bananas	1.75 mL	1	
Ole Smoky Mint	1L	8	2/4
Ole Smoky Salted Watermelon	1L	5	2/4
Bacardi Lemon	1L	2	1/4
Bacardi	1L	7	2/4
Malibu	1L	2	3/4
Captain Morgan	1L	7	1/4
Sailor Jerry	1L	2	1/4
Angels Envy	1L	1	
American Honey	1L	3	3/4
Howler Head	750mL	1	3/4
Bushmills	1L	2	2/4
Frangellco	1L	2	1/4
Haku Vodka	1L	1	1/4
Buffalo Trace	1L	1	1/4
Devils Reserve	1L	0	3/4
Fireball Apple	1L	0	2/4
McGillicuddy Vanilla	1L	0	3/4
Ole Smoky Butter Ball Cream	1L	0	2/4
Windsor Apple	1L	0	2/4
Black Velvet	1L	0	3/4
Weber Ranch	1L	0	1/4
Alberta Rye	1L	0	1/4
Beckenridge	1L	0	1/4
High West	1L	0	3/4
Wild Turkey 101	1L	0	3/4
1800 Tequila	1L	0	3/4
Espolon Orange	1L	0	3/4
Espolon Red	1L	0	3/4
Crown Royal Salted Carm	750mL	1	3/4

Beer:	**Case**	**Total Individual**
Budweiser	4	48
Bud Light	6	72
Coors Light	4.5	54
Coors Banquet	3	36
Miller Lite	3.5	42
Miller High Life	3	36
Michelob Ultra	6	72

Busch	4	48
Busch Light	8	96
Pabst Blue Ribbon (PBR)	1	12
Natural Light (Natty Light)	1.5	18
Keystone Light	1.5	18
Yuengling Lager	2	24
Blue Moon Belgian White	0.5	6
Leinenkugel's Summer Shandy	1	12
Samuel Adams Boston Lager	2	24
Sierra Nevada Pale Ale	2	24
Lagunitas IPA	1	12
Truly Hard Seltzer	3	36
White Claw	2	24
Nutrl	4	48

Wine	**Mini Bottles**
Red	15
White	18

Nebraska Liquor Control

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

Additional Information Requested

File Number: 74157

LICENSE TYPE

Class C Beer, Wine, Spirits On and Off Sale

ADDITIONAL INFORMATION DATE RECEIVED

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SECONDARY LICENSE(S)

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LICENSEE

W & P ENTERPRISES INC

LICENSEE TYPE

Corporation

Temporary Operating Permit

LICENSE

License 072320 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)
PAT & WALLY'S (W & P ENTERPRISES INC)

ADDITIONAL INFORMATION REQUESTED

1) We require a business purchase agreement to issue a Temporary operating permit (there is a simple one you can use on our website)
2) The applicant on the TOP application needs to be W & P Enterprises Inc (same as current licensee)
3) Was there any beer and wine that needs to be added to the alcohol inventory?
4) Fill out a Corporation/LLC Structure form (include email addresses - individual history requests will be sent for further information)
5) Lease needs to be to W & P Enterprises Inc
6) Any spouses that have anything to do with the business will also need to be fingerprinted and sign a privacy act statement (if they have absolutely nothing to do with the business, an affidavit of non-participation can be used).

Please upload all requested documents before you submit back.

Thank you,
Corrinne Andersen - Licensing - (402) 471-2896 - corrinne.andersen@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Additional Document	Non Participants Wallraff.pdf	Non Participation Wallraff

APPLICANT

BRANDON WALLRAFF

Nebraska Liquor Control

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

Additional Information Requested

File Number: 74157

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2025-03-31

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LICENSEE

W & P ENTERPRISES INC

LICENSEE TYPE

Corporation

Temporary Operating Permit

LICENSE

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3) Was there any beer and wine that needs to be added to the alcohol inventory?
4) Lease needs to be to W & P Enterprises Inc

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Additional Document	PURCHASE AND SALE AGREEMENT For Dept Liquor 3.18.25.pdf	Purchase Agreement
Alcohol Inventory	PW Inventory 3.12.25.pdf	Inventory
Corporation/LLC Structure	CORPORATION-LLC STRUCTURE 3.19.25.pdf	Corp Structure
Additional Document	Change of Agent.pdf	Change of Agent
Additional Document	PURCHASE AND SALE AGREEMENT For Dept Liquor 3.18.25.pdf	Purchase Agreement
Alcohol Inventory	PW Inventory 3.12.25.pdf	Inventory
Corporation/LLC Structure	CORPORATION-LLC STRUCTURE 3.19.25.pdf	Corp Structure
Additional Document	Change of Agent.pdf	Change of Agent
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Corporation/LLC Structure	CORPORATION-LLC STRUCTURE 3.19.25.pdf	Corp Structure
Additional Document	Change of Agent.pdf	Change of Agent

APPLICANT

BRANDON WALLRAFF

SPOUSAL AFFIDAVIT OF NON-PARTICIPATION INSERT

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

☑ I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

☑ I acknowledge that I am the applicant of the non-participating spouse. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Signature of **NON-PARTICIPATING SPOUSE**

Daniel J Biskup
Print Name

State of Nebraska, County of Sarpy

The foregoing instrument was acknowledged before me

this 3 25 25 (date)

by Daniel J Biskup
Name of person acknowledged
(Individual signing document)

Cynthia A Thompson
Notary Public Signature

General Notary - State of Nebraska
CYNTHIA A. THOMPSON
My Comm. Exp. Jan. 3, 2026

Signature of **APPLICANT**

Alyssa Biskup
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me

this March 26, 2025 (date)

by Alyssa Biskup ~~Nicole Lee~~
Name of person acknowledged
(Individual signing document)

Nicole Lee
Notary Public Signature

GENERAL NOTARY - State of Nebraska
Nicole Lee
My Comm. Exp. 04/29/2028

SPOUSAL AFFIDAVIT OF NON-PARTICIPATION INSERT

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

[X] I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity**. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

[X] I acknowledge that I am the applicant of the non-participating spouse. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Signature of **NON-PARTICIPATING SPOUSE**

Rebecca Wallraff
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me this 24th day of March (date)

by Rebecca Wallraff
Name of person acknowledged
(Individual signing document)

Notary Public Signature

General Notary - State of Nebraska
AMY BROWN
My Comm. Exp. Dec. 13, 2027.

Signature of **APPLICANT**

Brandon Wallraff
Print Name

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me this 25th day of March 2025 (date)

by
Name of person acknowledged
(Individual signing document)

Notary Public Signature

GENERAL NOTARY-State of Nebraska
JOSHUA JONES
My Comm. Exp. January 02, 2029
Affix Seal

Nebraska Secretary of State

W & P ENTERPRISES, INC.

Fri Mar 14 12:13:51 2025

SOS Account Number
10081582
Status
Active

Principal Office Address
701 GALVIN RD SO #114
BELLEVUE, NE 68005
Registered Agent and Office Address
THOMAS J. GARVEY
101 WEST MISSION AVENUE
BELLEVUE, NE 68005-0000

Nature of Business
RETAIL LOUNGE & BAR
Entity Type
Domestic Corp
Qualifying State: NE
Date Filed
Feb 24 2006

Next Report Due Date
Jan 01 2026

Corporation Position	Name	Address
President	DENNIS K WALLRAFF	701 GALVIN RD SO #114 BELLEVUE, NE 68005
Secretary	PATRICK A PAUL	701 GALVIN RD SO #114 BELLEVUE, NE 68005
Treasurer	DENNIS K WALLRAFF	701 GALVIN RD SO #114 BELLEVUE, NE 68005
Director	PATRICK A PAUL	701 GALVIN RD SO #114 BELLEVUE, NE 68005
Director	DENNIS K WALLRAFF	701 GALVIN RD SO #114 BELLEVUE, NE 68005

Filed Documents

Filed documents for W & P ENTERPRISES, INC. may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Articles Perpetual	Feb 24 2006	$0.90 = 2 page(s) @ $0.45 per page	Purchase Now
Proof of Publication	Jul 24 2006	$0.45 = 1 page(s) @ $0.45 per page	Purchase Now
Tax Return	Feb 22 2008	$0.90 = 2 page(s) @ $0.45 per page	Purchase Now
Tax Return	Feb 24 2010	$0.90 = 2 page(s) @ $0.45 per page	Purchase Now
Tax Return	Mar 22 2012	$0.90 = 2 page(s) @ $0.45 per page	Purchase Now
Tax Return	Feb 27 2014	$0.90 = 2 page(s) @ $0.45 per page	Purchase Now
Tax Return	Mar 10 2016	$0.90 = 2 page(s) @ $0.45 per page	Purchase Now
Tax Return	Feb 25 2018	$0.90 = 2 page(s) @ $0.45 per page	Purchase Now
Occupation Tax Report	Mar 09 2020	$0.90 = 2 page(s) @ $0.45 per page	Purchase Now
Occupation Tax Report	Feb 01 2022	$0.90 = 2 page(s) @ $0.45 per page	Purchase Now
Occupation Tax Report	Feb 14 2024	$0.90 = 2 page(s) @ $0.45 per page	Purchase Now

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DOMESTIC CHANGE OF REGISTERED AGENT and/or OFFICE

Robert B. Evnen, Secretary of State
P.O. Box 94608
Lincoln, NE 68509
www.sos.nebraska.gov

The following corporation, pursuant to the laws of the state of Nebraska, does hereby wish to change its Registered Agent and/or Registered Office.

Name of Corporation W & P Enterprises, Inc.

Previous:

Registered Agent: Thomas J Garvey

Registered Office: 101 W Mission Ave (Street Address and Post Office Box (if any)) Bellevue (City) NE 68005 (Zip)

New:

Registered Agent: Brandon M Wallraff

Registered Office*: 2717 Big Elk Parkway (Street Address and Post Office Box (if any)) Elkhorn (City) NE 68022 (Zip)

* The street address of the registered office and the street address of the registered agent must be identical.

DATED 11/1/24

Signature

Brandon Wallraff
Printed Name/Title

NOTE: Every filing must be signed by the chairperson of the board of directors, the president, or one of the officers of the corporation. If the corporation has not yet been formed or directors have not yet been selected, the filing shall be signed by an incorporator. If the corporation is in the hands of a receiver, trustee, or other court appointed fiduciary, the filing shall be signed by that fiduciary. **Signing a false document which is filed or attempted to be filed with the Secretary of State is a Class I Misdemeanor, subject to up to one year imprisonment or a $1000 fine, or both.**

Registered Agent: Please check A (current agent) or B (new agent) below and sign

☑ A. I hereby state that the above named corporation has been notified of the change in address of my registered office.

☐ B. I hereby consent to act as registered agent for the above named corporation.

Signature of Registered Agent

FILING FEE: $30.00 (In-Office) / $25.00 (Online)

Revised 07/01/2021

Neb. Rev. Stat. §21-234

Business Plan for Pat & Wally's

Submitted to: State of Nebraska Department of Liquor Control

Prepared by: Pat & Wally's Sports Bar Bellevue

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1. Executive Summary

Pat & Wally's Sports Bar is one of Bellevue's most established bars, successfully operating for 18 years. Under new ownership, we remain committed to providing a safe, enjoyable environment for patrons while adhering strictly to Nebraska liquor laws. This business plan outlines our alcohol service policies, staff training, and compliance measures to ensure responsible alcohol service.

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2. Business Overview

- **Business Name:** Pat & Wally's
- **Location:** Bellevue, Nebraska
- **Years in Operation:** 18 years
- **Ownership:** Pat and Wally (current owners), with Brandon Wallraff and Alyssa Biskup as incoming owners
- **Primary Business:** Alcohol service and sports entertainment

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3. Alcohol Service Policy

Pat & Wally's Sports Bar is committed to responsible alcohol service, ensuring compliance with all Nebraska liquor laws and regulations. Our policies include:

- **Strict ID Verification:** All patrons must present a valid, government-issued ID to verify they are 21 or older before purchasing alcohol.
- **Responsible Serving Practices:** Bartenders are trained to recognize signs of intoxication and to refuse service when necessary.
- **No Over-Serving:** Employees are trained to monitor alcohol consumption and deny service to any visibly intoxicated individuals.
- **Hours of Operation Compliance:** Alcohol will only be served within the legally permitted hours as defined by the State of Nebraska.

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4. Staff Training and Certification

To ensure responsible alcohol service, all bartenders and staff will be required to:

- Obtain and maintain a Nebraska Responsible Beverage Server Training certification.

- Attend in-house training on responsible alcohol service, focusing on ID verification, handling intoxicated patrons, and legal compliance.
- Undergo periodic refresher training to stay updated on any changes in state liquor laws.

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5. Security Measures

To maintain a safe environment and prevent alcohol-related incidents, we will implement the following security measures:

- **Surveillance System:** High-definition security cameras will monitor key areas, including entry points and the bar service area.
- **Incident Log:** All alcohol-related incidents, including refusals of service and patron removals, will be documented and reviewed regularly.
- **Partnership with Local Law Enforcement:** We will maintain an open line of communication with Bellevue police to address any security concerns proactively.

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6. Compliance with Nebraska Liquor Laws

Pat & Wally's Sports Bar will fully comply with all state liquor regulations, including but not limited to:

- Licensing requirements and renewal obligations.
- Record-keeping of alcohol sales and staff training.
- Adherence to local ordinances regarding alcohol sales and consumption.
- Cooperation with state and local liquor control inspections.

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7. Conclusion

Pat & Wally's Sports Bar is dedicated to responsible alcohol service, ensuring a safe and enjoyable atmosphere for our patrons while strictly complying with Nebraska's liquor laws. We believe our policies and procedures will uphold the integrity of our establishment and contribute positively to the community.

We appreciate your consideration of our application and look forward to working with the Nebraska Department of Liquor Control to maintain the highest standards of alcohol service.

DocuSign Envelope ID: 98B13EC3-9620-4B4B-8C9D-88DA3EAF7BDA

NINETH LEASE AMENDMENT

9/15/2023

This Nineth Lease Amendment is made and entered into this _____day of _____, 2023 by and between College Plaza, LP ("Landlord"), and W & P Enterprises, Inc., a Nebraska Corporation ("Tenant").

PRELIMINARY STATEMENT

On April 10, 2006, Landlord's predecessor in interest and Tenant entered into a Shopping Center Lease (the "Initial Lease") which covers certain leased premises of Tenant in American Plaza Shopping Center in Bellevue, Nebraska and Tenant's use thereof. The leased Premises are comprised of approximately 2,000 square feet, located at 701 Galvin Road South, Bay No. 114 & 115, Bellevue, Nebraska 68005 (the "Premises"), as more fully described in the Lease. Landlord's predecessor in interest and Tenant entered into the First Lease Amendment on August 26, 2008 which extended the Lease, the Second Lease Amendment on September 16, 2011, the Third Lease Amendment on February 4, 2014, the Fourth Lease Amendment on October 5, 2016, the Fifth Lease Amendment on August 31, 2017, the Sixth Lease Amendment on August 31, 2018, the Seventh Lease Amendment on September 9, 2019 and the Eighth Lease Amendment on May 1, 2022 which extended the current term of the Lease which expired April 30, 2024.

Both Landlord and Tenant have agreed to extend the term of the Lease for an additional period of three (3) years and seven (7) months under the terms and conditions expressed in this Nineth Lease Amendment.

For purposes of evidencing their agreement, Landlord and Tenant have enter into this Nineth Lease Amendment.

TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement which is repeated in its entirety in the portion of the Nineth Lease Amendment, and other valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant, each of them, hereby agree as follows:

1. The Term of the Lease shall be extended for a period of three (3) years and seven (7) months ("Nineth Extension Period"), beginning May 1, 2024, and terminating at 11:59 P.M. on December 31, 2027.

2. The Minimum Annual Rent during the Nineth Extension Period shall equal $11.25 per SF paid at $1,875.00 per month totaling $22,500.00 per year. The Minimum Rent is payable on the first day of each calendar month during such Nineth Extension Period.

3. The terms used in this Nineth Lease Amendment shall have the same meaning as ascribed to them in the Lease unless the context clearly requires otherwise. In the event there is any inconsistency between the Lease and this Nineth Lease Amendment, this Nineth Lease Amendment shall govern.

4. Except as modified herein, the terms and provisions of the Lease, as amended, are hereby ratified and affirmed in all respects.

Signature page to follow

DocuSign Envelope ID: 98B13EC3-9620-4B4B-8C9D-88DA3EAF7BDA

LANDLORD:

College Plaza, LP

BY: Jeff Renner
C5342DABEC6D475...
Jefferey L. Renner
Partner

DocuSigned by:
BY: Keith Edquist
69C3227ED8ED407...
Keith B. Edquist
Partner

TENANT:

W & P, Inc., a Nebraska Corporation

By: Patrick Paul
Patrick Paul Name:
Title:

RECEIVED
APR 17 2006
NEBRASKA LIQUOR CONTROL COMMISSION

#14

SHOPPING CENTER LEASE

This is a Lease dated as of April 10, 2006, between AMERICAN PLAZA LLC, a Nebraska Limited Liability Company ("Landlord") and W & P Inc., a Nebraska Corporation ("Tenant").

1. LEASE PROVISIONS. In the event of any conflict between the following Lease Provisions and any other provision of this Lease, such other provision shall govern.

(a) Landlord: AMERICAN PLAZA LLC, a Nebraska Limited Liability Company

(b) Landlord's Address for Notices and Rent Payments: 10855 West Dodge Road, Suite 270, Omaha, NE 68154-2666

(c) Tenant: W & P Inc., a Nebraska Corporation

(d) Tenant's Address for Notices: 701 Galvin Road South, Bay #114 & #115
Bellevue, Nebraska 68005

(e) Tenant's Trade Name: Pat & Wally's

(f) Address of Premises: 701 Galvin Road South, Bay #114 & #115
Bellevue, Nebraska 68005

(g) Name of Shopping Center Development: American Plaza Shopping Center

(h) Approximate Number of Leaseable Square Feet in Premises: 2,000

(i) Number of Years in Lease Term: Three (3) Years

(j) Commencement Date of Lease Term: See Section 4

(k) Minimum Annual Rent:
Years 1 thru 3: $20,000 annually

4-18-2006
1 3
4-18-2009

(l) Percentage of Gross Sales for Percentage Rent: NONE percent (N/A%)

(m) Permitted Use of Premises: Cocktail Lounge

(n) Security Deposit: $1,666.67

(o) Anticipated Occupancy Date: April 18, 2006

2. LEASED PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises outlined in red on the shopping center site plan attached to this Lease as Exhibit "A" (the "Premises"). The Premises are situated within the Shopping Center (the "Shopping Center") legally described on Exhibit "A." The Premises contains the approximate number of leaseable square feet shown in Section 1.(h).

3. LANDLORD'S WORK AND OTHER CONSTRUCTION. Landlord at its expense will perform the work designated as Landlord's Work in Exhibit "B" to this Lease with respect to the Premises; all other work necessary to prepare the Premises for occupancy by Tenant shall be completed by Tenant at its expense after obtaining Landlord's prior written approval of such work. Tenant shall submit to Landlord its plans for Tenant's Work in the Premises for Landlord's written approval and shall not commence any of its work in the Premises until such approval has been given. Tenant acknowledges that, except as expressly stated in this Lease, Landlord has made and by this Lease makes no representations or agreements as to (a) the remodeling, equipping, alteration, or improvement of the Premises, (b) the construction of any improvements in the Shopping Center, or (c) the tenants of any buildings shown on Exhibit "A" to this Lease or hereafter constructed in the Shopping Center. Landlord reserves the right from time to time in its sole discretion to make alterations or additions to and to build additional stories on the building in which the Premises are located (the "Building") and to construct other buildings and improvements in the Shopping Center which may but need not adjoin the Building, together with additional parking areas (if needed in Landlord's reasonable judgment), and to modify the Common Areas as they may exist from time to time. The exterior walls and roof of the Premises and the area beneath the floor of the Premises are not leased under this Lease and the use thereof together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wire and structural elements leading through the Premises which will not materially interfere with Tenant's use thereof and serving other parts of the Shopping Center is hereby reserved by the Landlord.

4. TERM; LEASE YEAR. This Lease shall be for a term consisting of the number of years set forth in Section 1.(i) plus such additional number of days as may be necessary to cause the term of this Lease to end on the last day of a calendar month, unless this Lease is sooner terminated pursuant to the provisions of this Lease. The term of this Lease shall commence on April 18, 2006. Notwithstanding any other provision of this Lease, Tenant shall have the right to occupy the Premises from and after April 18, 2006 without any obligation or liability (except for utilities) for Minimum Rent and other charges due under the Lease for the period from April 18, 2006 to May 17, 2006. Within ten (10) days after the commencement of the term of this Lease, Landlord and Tenant shall enter into a written memorandum setting forth the commencement date of the term of this Lease.

For all purposes of this Lease, the phrase "lease year" shall mean the consecutive twelve (12) month period commencing on the first day of the first full calendar month of the term of this Lease and each succeeding twelve (12) month period.

Notwithstanding the foregoing, this Lease shall not be binding upon either of the Parties to this Lease unless and until that certain Shopping Center Lease dated September 14, 1989, between American Plaza LLC, successor in interest to Lerner Bellevue Partnership, as Landlord, and Nigro-Sarpy, Inc., as Tenant, as amended , is terminated by mutual agreement of the Parties to such Lease, effective April 18, 2006.

5. MINIMUM RENT. For each lease year during the term of this Lease, and on a pro rata basis for any period during the term of this Lease prior to the commencement of the first lease year, Tenant shall pay to Landlord a guaranteed minimum annual rent in the amount set forth in Section 1.(k) (the "Minimum Rent"). The Minimum Rent shall be payable in advance in equal monthly installments on the first day of each month during the term of this Lease. The monthly installment of Minimum Rent for any period during the term of this Lease prior to the commencement of the first lease year and for any other period of less than a calendar month during the term of this Lease shall be prorated on a daily basis and shall be paid by Tenant to Landlord within five (5) days after the end of the period for which it is due.

6. INTENTIONALLY OMITTED.

7. INTENTIONALLY OMITTED.

8. INTENTIONALLY OMITTED.

9. INTENTIONALLY OMITTED.

10. INTENTIONALLY OMITTED.

11. COMMON AREAS. In addition to the occupancy of the Premises, Tenant and Tenant's employees, agents, customers, and invitees also shall have the right to the non-exclusive use of automobile parking areas, landscaped areas, access roads, service drives, driveways, and sidewalks which may be located from time to time in the Shopping Center all of which are collectively referred to in this Lease as the "Common Areas". Such use of the Common Areas by Tenant and Tenant's employees, agents, customers, and invitees at all times shall be (i) subject to such reasonable rules and regulations as Landlord from time to time may establish, and (ii) in common with other tenants or occupants of the Shopping Center and their respective employees, agents, customers, and invitees. Tenant shall not use any portion of the Common Areas for the conduct of its business without the prior written consent of Landlord which may be withheld in its sole discretion.

12. COMMON AREA MAINTENANCE. Except as otherwise provided in this Lease, Landlord shall operate, manage, equip, light, maintain and replace the Common Areas during the term of this Lease in accordance with reasonable standards of shopping center cleanliness and maintenance. Tenant, at its expense, shall keep the Common Areas free of litter, trash, and debris generated by or resulting from the operation of Tenant's business in and about the Premises and shall keep the sidewalks adjacent to the Premises free of debris, and temporary or moveable obstructions. Tenant shall pay to Landlord as additional rent, an amount (the "Common Area Charge") for each calendar or partial year during the term of this Lease equal to "Tenant's Share", as defined below, of all costs and expenses in operating, managing, equipping, lighting, repairing, replacing, resurfacing, restriping, and maintaining the Common Areas ("Common Area Expenses"). Such costs and expenses shall include, but not be limited to, cleaning, trash removal, fire protection, snow and ice removal, landscaping, planting and replanting, water and sewer charges, wages of personnel employed to perform common area services and related premiums for workmen's compensation insurance, unemployment taxes and social security taxes, personal property taxes, fees for required licenses and permits, reasonable management fees paid to recognized

NEBRASKA LIQUOR
CONTROL COMMISSION

property management firm performing management of the Shopping Center, supplies, maintenance and replacement of plumbing, electrical and fire protection systems, storm and sanitary sewer and water utility systems to the point where such systems enter the Shopping Center building, reasonable costs of painting and caulking the exterior of the Shopping Center building(s), maintenance and replacement of on-site and required off-site storm water detention facilities, if any, maintenance and replacement of the sprinkler system or any part thereof (whether performed in the Common Areas, the Premises, or any other site within the Shopping Center), repair and replacement of sidewalks and curbs, installation, repair and replacement of any Shopping Center signs, directional signs, rental charges for and depreciation of owned equipment and machinery employed directly or indirectly in the operation of the Common Areas, all reasonable costs, charges, and expenses incurred by Landlord in connection with any change of any company providing electrical, gas, telephone, cable, fiber optic, or water service to the Shopping Center including without limitation, maintenance, repair, installation, and service costs associated therewith, and an administrative charge equal to fifteen percent (15%) of the Common Area Expenses. Notwithstanding the foregoing contents of this Section, Common Area Expenses shall not include: (i) the initial cost of any construction of the Shopping Center or any part thereof; (ii) expenditures for capital improvements (as hereinafter defined); (iii) salary, employee benefits and payroll taxes for off-site, executive or managerial personnel; (iv) brokerage fees and commissions for the sale or leasing of space in the Shopping Center; (v) such portion of any expense for which Landlord is entitled to reimbursement by insurance proceeds, condemnation awards, other tenants, or any other source; (vi) cost of performing additions, alterations, improvements or individual services for other tenants or vacant or vacated space; (vii) any payments required in connection with any debt or ground lease encumbering the Shopping Center; (viii) any amounts not actually expended, such as contingency funds, reserve funds or sinking funds; (ix) costs and expenses of enforcing lease provisions against other tenants in the Shopping Center, including legal fees; and (x) expenses resulting from a violation of Landlord of the terms of any lease of space in the Shopping Center or of any ground lease or mortgage to which this Lease is subordinate. For the purposes of this Section, "capital improvements" shall be defined as new additions, alterations, and/or improvements to the existing Common Areas and its structures and amenities, as opposed to the necessary maintenance, cleaning, repair and replacement of such Common Areas, structures and amenities in order to maintain the utility and appearance thereof. Tenant's Share of the costs and expenses referred to in this Section shall be that portion of the whole which the leaseable square foot area of the Premises as reflected in Section 1.(h) of this Lease (the "Numerator") bears to the aggregate leaseable square foot area of all completed buildings within the Shopping Center as of January 1 of each calendar year (the "Denominator"). Notwithstanding any other provision in this Section 12 or this Lease to the contrary, Landlord and Tenant acknowledge and agree that portions of the Shopping Center have been or may be sold or leased by Landlord to parties which may elect to maintain portions of the Common Area contained within their respective lots or leased premises, in which event (a) the leaseable square foot area of the buildings within such respective lots and leased Premises so disposed of shall be excluded from the Denominator, and (b) the expenses of maintaining such portion of the Common Areas within the respective lots or leased premises so disposed shall be excluded from the Common Area Expenses. The annual charge to Tenant shall be paid in monthly installments on the first day of each calendar month in advance based upon Landlord's estimate of the annual cost and expense of operation and maintenance of the Common Areas. Within sixty (60) days following the end of each calendar or partial year during the term of this Lease, Landlord shall furnish Tenant a statement of costs and expenses attributable to such period and an adjustment shall be made between the Parties to the end that Landlord shall receive and Tenant shall bear Tenant's appropriate share thereof. If Landlord provides parking lot lighting in the Shopping Center after 10:00 p.m. at Tenant's request, then Tenant shall pay to Landlord for such extended parking lot lighting, as additional rent, such extra amount (in addition to the basic Common Area Charge) as Landlord from time to time reasonably may determine to be attributable to such extended parking lot lighting; Tenant shall pay such extra amount monthly in advance concurrently with Tenant's payments of the monthly installments of Minimum Rent. If Landlord at any time determines that the best interests of the tenants of the Shopping Center require that a security service be engaged to patrol or otherwise monitor the Common Areas, then Landlord may engage such security service and the cost thereof shall be included in the cost and expense of maintaining the Common Areas.

13. PERMITTED USE. Tenant shall use the Premises only for the permitted use set forth in Section 1.(m) and for no other purpose. Tenant agrees at all times to conduct its business in the Premises in a dignified, ethical, responsible, and reputable manner consistent with the highest standards of service and merchandising and at all times to comply with all laws, ordinances, and governmental regulations affecting the Premises and its cleanliness, safety, occupancy, and use. Tenant shall prohibit its customers from loitering or congregating in the Premises or the Common Areas and from becoming a nuisance or otherwise disturbing the other tenants of the Shopping Center and their respective customers, employees, and invitees. Tenant agrees not to do or omit to do anything which will cause an increase in the premiums of the casualty insurance which Landlord maintains on the Shopping Center over and above the premiums which otherwise would be in effect for such insurance.

14. OPERATION OF BUSINESS. Tenant shall (a) conduct its business in the entire Premises; (b) remain open for business during customary business days and hours for similar businesses in the city or trade area where the Shopping Center is located and also shall remain open on such days and for such hours as Landlord generally may require of businesses in the Shopping Center; (c) adequately staff its store with sufficient employees to handle the maximum amount of business and carry a stock of merchandise of such size, character and quality as may be necessary to accomplish such maximum amount of business; (d) keep its display windows and signs, if any, well lighted during all business hours; (e) keep the Premises and both the exterior and interior portions of windows, doors and other glass or plate glass fixtures therein in neat, clean, sanitary and safe conditions; (f) warehouse, store, or stock only such goods, wares, and merchandise in the Premises as Tenant intends to offer for sale at retail in the Premises; (g) neither solicit business nor distribute advertising matter in the Common Areas, (h) not place an excessive weight upon the floor of the Premises; (i) not to erect any interior signs which can be seen from the outside; (j) not place or permit any radio or television antenna, loud speaker, or sound amplifier, or any phonograph or other devises similar to any of the foregoing, on the roof or outside of the Premises or at any other place where it may be seen or heard outside of the Premises; and (k) not permit noise, sounds, activities, odors, or disturbances within the Premises which interfere or are likely to interfere with the businesses of other tenants in the Shopping Center. If Tenant's trade name is set forth in Section 1.(e), then Tenant shall not conduct its business in the Premises under any other trade name without first obtaining Landlord's written consent to such change of trade name, which consent will not be unreasonably withheld or delayed.

15. LANDLORD'S COVENANTS. Landlord covenants that it is the owner or ground lessee of the Shopping Center or will be as of the Commencement Date and that Landlord has or will have full power and authority to make this Lease with Tenant. Landlord further covenants that Tenant, upon the complete and timely payment of all rent and performance of all of Tenant's other obligations under this Lease, shall peacefully and quietly have, hold, and enjoy the occupancy of the Premises throughout the term of this Lease or until this Lease is sooner terminated in accordance with its provisions without any disturbance from Landlord or anyone claiming, by, through, or under Landlord.

16. LIENS. Tenant shall have no authority to cause or permit a mechanic's, construction, or other lien to arise or be perfected with respect to the Premises or any part thereof and shall so advise any contractor performing any work or providing any materials for Tenant in or with respect to the Premises. If any mechanic's, construction, or other lien is filed against the Premises or any part thereof for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, then Tenant shall cause such lien to be canceled and discharged of record by bond or otherwise within ten (10) days after written request by Landlord.

17. MAINTENANCE AND REPAIRS. Except as otherwise provided in this Lease, Landlord at its expense shall keep and maintain the foundation, roof, and structural portions of the walls of the Premises in good condition and repair at all times during the term of this Lease, except for damage thereto caused by the acts or omissions of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees. Tenant shall not penetrate or affix anything to the roof of the Building without the prior written consent of Landlord which may include the location of such penetrations and the requirement that Landlord's approved contractor be used to perform such work; notwithstanding such consent, Tenant shall be responsible for and shall at its expense repair any damage to the roof of the Premises resulting from any penetration of the roof of the Premises made by Tenant or its agents or contractors for the purpose of installing vents, exhaust fans, or similar devices serving the Premises or for any other purpose. Tenant at its expense shall repair any damage to any portion of the Premises caused by the acts or omissions of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees. Except for those items for which Landlord is responsible pursuant to the first sentence of this Section, Tenant at its expense shall keep and maintain the Premises in good, safe, and sanitary condition and repair at all times during the term of this Lease in such manner as Landlord and any insurer of the Premises reasonably may require and also as may be required to comply with all applicable laws, ordinances, rules and regulations of any federal, state, or local governmental agency or subdivision having jurisdiction over the Premises. Tenant's responsibilities under this Section shall include but are not limited to all plate glass windows and window frames, and all door frames and hardware, serving the Premises and the fixtures, equipment, utilities and other systems serving or constituting a part of the Premises (including but not limited to the lighting, heating, air conditioning, ventilating, plumbing, electrical, sanitary sewer within the Premises to the point at which such sewer enters the Building in which the Premises are situated, and all other mechanical systems and equipment serving the Premises). Tenant at its expense promptly shall make any and all such repairs and replacements which may be required to comply with the obligations of Tenant under this Section, in each case in a good and workmanlike manner using materials, fixtures, and equipment whose quality is at least equal to that of the materials, fixtures, and equipment being repaired or replaced. On or before the commencement date of the term and thereafter throughout the term of the Lease, Tenant shall contract with a reputable heating and air conditioning contractor who shall provide periodic (at least semi-

annual) maintenance inspections of and service and filter replacements to the heating and air conditioning equipment serving the premises. Within sixty (60) days of the beginning of each calendar year during the term of this Lease, Tenant shall provide Landlord evidence of the existence of such contract and shall provide Landlord with copies of inspection reports and maintenance activities. Subject to Section 19 of this Lease, upon the expiration or termination of this Lease, Tenant shall deliver the Premises and the fixtures and equipment constituting a part thereof (excluding Tenant's trade fixtures) to Landlord in good condition and repair, reasonable wear and tear excepted Notwithstanding the foregoing provisions of this Section 17, Landlord and Tenant agree that this Section 17 shall not be applicable to any damage to or destruction of the Premises falling within the scope of Sections 23 and 24 (dealing with insured and uninsured casualties) or Section 45 (dealing with eminent domain), which damage or destruction shall be governed by the provisions of such other Sections.

18. SIGNS AND TRADE FIXTURES. Tenant shall install upon the exterior of the Premises and, upon the expiration or termination of the Lease, remove therefrom, at Tenant's expense, a sign ("Tenant's Sign") relating solely to Tenant's business in the Premises which (i) complies with Landlord's sign budget and all applicable laws, ordinances, and governmental regulations, (ii) will cause no damage to the Premises or the Building in which the Premises are located, and (iii) will comply in all respects with the sign criteria prescribed by Landlord as set forth in Exhibit C ("Building Sign Criteria") attached to this Lease. Prior to installing Tenant's Sign, Tenant first shall submit to Landlord plans for such sign showing the location of such sign, all details (to scale) and colors thereof, and shall obtain Landlord's prior written approval of such sign. In consideration of and as an inducement for Landlord's approval of Tenant's Sign, Tenant agrees that it will be responsible and will promptly pay for all costs and expenses necessitated by the removal of Tenant's Sign including the restoration and repainting of Landlord's building fascia to the condition which existed prior to the installation thereof. Such restoration and repainting shall be (a) performed by a contractor approved by Landlord in writing by Landlord, and (b) accomplished in accordance with Landlord's specifications and requirements. Tenant shall not place or erect any sign or other devices upon any of the Common Areas. Tenant may install in the Premises and remove therefrom such trade fixtures as Tenant may deem necessary or appropriate to its business operations. Any damage to the Premises which may be caused by the installation and removal of any of Tenant's trade fixtures shall be repaired by Tenant at its expense immediately upon the removal of any of such trade fixtures.

19. ALTERATIONS BY TENANT. Tenant, at its expense, during the term of this Lease may make such non-structural alterations to the interior of the Premises as it deems appropriate: provided, that (i) the structural integrity of the Premises is not thereby affected or diminished, (ii) the roof of the Premises is not affected, (iii) the value of the Building in which the Premises are located is not thereby diminished, (iv) the exterior appearance (including the store front) of the Premises is not thereby altered or changed, and (v) the cost of any such alteration does not exceed Five Thousand Dollars ($5,000.00). In all other instances Tenant shall secure the prior written approval of Landlord before making any alterations, which consent may be conditioned on the furnishing by Tenant of a surety bond reasonably acceptable to Landlord. In all cases Tenant must obtain Landlord's written consent before making any roof penetrations for the purpose of installing vents, exhaust fans, or similar devices to serve the Premises or for any other purpose; all such roof penetrations shall be performed by a roofing contractor approved by Landlord. At the time Landlord's approval of any alterations is sought, Tenant shall submit to Landlord plans and specifications for such work, together with a statement of the estimated cost of such work. All such alterations shall be completed in a good and workmanlike manner with first-class materials and workmanship. Tenant shall make no additions or alterations whatsoever to the exterior of the Premises without the prior written consent of Landlord which may be withheld in its sole discretion. At Landlord's option, any additions or alterations made to the interior of the Premises by Tenant shall remain a part of the Premises and be surrendered upon the expiration or termination of this Lease; otherwise, upon the expiration or termination of this Lease, Tenant at its expense shall restore the Premises to the condition which existed at the time of Landlord's delivery of possession thereof to Tenant.

20. INDEMNIFICATION. Tenant agrees to indemnify Landlord against and to hold Landlord harmless from any and all claims or demands of any third party arising from or based upon any alleged act, omission, or negligence of Tenant or Tenant's contractors, agents, invitees, customers, employees, or anyone else for whom Tenant may be or alleged to be responsible. In the event that Landlord shall, without fault on its part, be made a party to any litigation commenced by any third party against Tenant, then Tenant shall indemnify and hold Landlord harmless from such litigation and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation, together with any judgments rendered against Landlord.

21. PUBLIC LIABILITY INSURANCE. Landlord at all times during the term of this Lease and any other period of occupancy of the Premises by Tenant shall obtain and keep in force with respect to the Common Areas a Commercial General Liability insurance policy in an amount determined by Landlord and in form customarily written for the protection of owners, landlords, and tenants of real

estate, which insurance shall provide coverage for both Landlord and Tenant of not less than $5,000,000 for each occurrence of bodily injury or property damage; provided, that Tenant shall pay to Landlord for each calendar year during the Term, as additional rent, Tenant's "Liability Insurance Contribution" (as defined in the following sentence). For purposes of this Lease, Tenant's "Liability Insurance Contribution" for each calendar year during the Term shall be the Tenant's Share, as defined in Section 12, of the premiums actually paid by Landlord during such calendar year for the insurance coverage referred to in this Section; provided, that not more than twelve (12) months' premiums shall be taken into account by Landlord for purposes of determining Tenant's Liability Insurance Contribution for any calendar year; and provided further, that if Landlord pays more than twelve (12) months' premiums during any calendar year. then the premiums for the period in excess of twelve (12) months (to the extent not previously taken into account for purposes of this Section) shall be carried forward to the next calendar year or years and shall be taken into account by Landlord for purposes of computing Tenant's Liability Insurance Contribution for such next calendar year or years. Tenant shall pay to Landlord, concurrently with Tenant's payments of the monthly installments of Minimum Rent, an amount equal to one-twelfth (1/12) of Tenant's estimated Liability Insurance Contribution for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord; within thirty (30) days after receipt of Landlord's statement of insurance premiums, Tenant shall pay to Landlord any unpaid portion of its actual Liability Insurance Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Liability Insurance Contribution actually paid by Tenant for such calendar year. Tenant's Liability Insurance Contribution for the first and final calendar years during the Term of this Lease shall be prorated if such first or final calendar years during the Term of this Lease contain less than twelve (12) full months.

Tenant at its expense at all times during the term of this Lease and any other period of occupancy of the Premises by Tenant shall obtain and keep in force with respect to the Premises Commercial General Liability insurance in form customarily written for the protection of tenants of real estate, with Landlord and Tenant as named insureds, which insurance shall provide coverage of not less than $1,000,000 for each occurrence of bodily injury or property damage. The policies for all such insurance shall provide that they may not be canceled without at least thirty (30) days prior written notice to Landlord. Prior to Tenant's taking possession of the Premises, Tenant shall furnish to Landlord appropriate certificates evidencing that such insurance is in force and that Landlord is named as an insured thereunder; and Tenant shall pay to Landlord, on written demand, a late charge of Twenty Dollars ($20.00) for each day beyond seven (7) days that any such certificate required to be furnished by Tenant to Landlord is not furnished after Landlord has made a written request to Tenant for such certificate.

22. CASUALTY INSURANCE. Landlord at all times during the term of this Lease and any other period of occupancy of the Premises by Tenant shall obtain and keep in force with respect to the Shopping Center (i) a Special Form (All Risks) insurance policy insuring against physical loss or damage and (ii) insurance against loss of rents. in amounts and with a co-insurance feature determined by Landlord; provided, that Tenant shall pay to Landlord for each full or partial calendar year during the term of this Lease, as additional rent, Tenant's Casualty Insurance Contribution (as defined in the following sentence). For purposes of this Lease, Tenant's "Casualty Insurance Contribution" for each calendar year during the Term of this Lease shall be the Tenant's Share, as that term is defined in Section 12 of this Lease, of the premiums actually paid by Landlord during such calendar year for the insurance coverages referred to in this Section; provided, that not more than twelve (12) months' premium shall be taken into account by Landlord for purposes of determining Tenant's Casualty Insurance Contribution for any calendar year; and provided further, that if Landlord pays more than twelve (12) months' premiums during any calendar year, then the premiums for the period in excess of twelve (12) months (to the extent not previously taken into account for purposes of this Section) shall be carried forward to the next calendar year or years and shall be taken into account by Landlord for purposes of computing Tenant's Casualty Insurance Contribution for such next calendar year or years. If any building in the Shopping Center is separately insured against physical loss or damage and the premiums for such separate insurance are payable by a tenant or owner other than Landlord, then such insurance premiums shall not be included in the premiums upon which Tenant's Casualty Insurance Contribution is based; and in such event the denominator of the Tenant's Share for purposes of this Section shall be reduced by the number of square feet of leaseable floor space contained in the Building or Buildings which are covered by such separate insurance. Tenant shall pay to Landlord, concurrently with Tenant's payments of the monthly installments of Minimum Rent, an amount equal to one-twelfth (1/12) of Tenant's estimated Casualty Insurance Contribution for the current calendar year, as determined annually and communicated to Tenant in writing by Landlord; within thirty (30) days after receipt of Landlord's statement of insurance premiums, Tenant shall pay to Landlord any unpaid portion of its actual Casualty Insurance Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Casualty Insurance Contribution actually paid by Tenant for such calendar year. Tenant's Casualty Insurance Contribution for the first and final calendar year during the term of the Lease shall be prorated if such first or final calendar year during the term of this Lease contains fewer than twelve (12) full months. Tenant understands and acknowledges

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that the insurance which this Section requires Landlord to obtain and keep in force will not cover any of Tenant's property, including but not limited to leasehold improvements and betterments.

Tenant agrees, at its expense, during the term of this Lease and any other period of occupancy of the Premises by Tenant to obtain and keep in force with respect to Tenant's leasehold improvements and betterments, inventory, fixtures and equipment, signs (including any exterior identification signs), and other personal property in the Premises Special Form insurance for the replacement value of such property on an eighty percent (80%) co-insurance basis; Landlord shall be included as a named insured under the policies providing such insurance with respect to Tenant's leasehold improvements, and Tenant shall furnish Landlord with an appropriate certificate evidencing that all such insurance is in force and that Landlord is a named insured thereunder as to such leasehold improvements; and such policies shall provide that they may not be canceled without at least thirty (30) days prior written notice to Landlord. Tenant shall pay to Landlord, on demand, a late charge of Fifty Dollars ($50.00), for each day beyond seven (7) days that any such certificate required to be furnished by Tenant to Landlord is not furnished after Landlord has made a written request to Tenant for such certificate.

23. DAMAGE BY INSURED CASUALTY. If the Premises shall be partially or wholly damaged or destroyed by fire or any other casualty covered by the insurance maintained by Landlord pursuant to Section 22, then Landlord shall proceed to repair and restore the Premises to at least the condition the Premises were in immediately prior to such damage or destruction; provided, that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. If the Shopping Center or the Premises is more than 25% damaged or destroyed by fire or any other casualty covered by such insurance, then Landlord shall have the option either to cancel this Lease by notice to Tenant in writing within sixty (60) days after the occurrence of such damage or destruction or to repair and restore the Premises or the Shopping Center to at least the condition it was in immediately prior to such damage or destruction, in which latter event this Lease shall continue in full force and effect; provided, that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. If Landlord repairs or restores the Premises or the Shopping Center, as the case may be, pursuant to this Section, then Tenant at its expense promptly shall repair, restore, or replace all of its leasehold improvements and betterments, trade fixtures, and personal property damaged or destroyed by such fire or other casualty.

24. DAMAGE BY UNINSURED CASUALTY. If the Shopping Center shall suffer damage by virtue of any casualty not covered by the insurance maintained by Landlord pursuant to Section 22, then Landlord at its option either (a) may repair and restore the Shopping Center so as to be fit for occupancy within a reasonable time after the occurrence of such damage or (b) within sixty (60) days after the occurrence of such damage may terminate this Lease by giving Tenant notice in writing of such termination. If Landlord exercises its option to repair and restore the Shopping Center pursuant to this Section, then it shall give Tenant written notice of the exercise of such option within sixty (60) days after the occurrence of such damage and then shall proceed with reasonable diligence to make such repairs and restoration; provided, that Landlord's work shall not include the repair or restoration of any improvements installed or other work done by Tenant in or about the Premises. In such latter event, Tenant at its expense promptly shall repair, restore, or replace all of its leasehold improvements and betterments, trade fixtures, and personal property damaged by such casualty. If the uninsured damage referred to in this Section is caused by the act or omission of Tenant or any of Tenant's contractors, employees, agents, customers, or invitees, then notwithstanding any other provision of this Section, Tenant at its expense forthwith shall repair such damage.

25. ABATEMENT OF RENT. In the event of any damage to or destruction of the Premises which makes the Premises in whole or in part unfit for use by Tenant in the normal course of its business in the Premises, then the Minimum Rent, or a proportionate part thereof based upon that portion of the Premises which is unfit for use by Tenant in the normal course of its business, shall abate until the Premises have been repaired or restored by Landlord in accordance with Section 23 or Section 24, as the case may be. Nothing in this Section 25 shall be construed to abate the Percentage Rent or any additional rent payable by Tenant under this Lease, but the computation of the Percentage Rent shall be based upon the reduced Minimum Rent to the extent that the Minimum Rent is abated pursuant to the preceding sentence.

26. EMPLOYEE PARKING. Tenant and its employees shall park their motor vehicles only in the areas of the Shopping Center specifically designated from time to time by Landlord for that purpose. At Landlord's request, Tenant agrees to furnish Landlord with a list of the automobile license plate numbers of Tenant's employees.

27. ASSIGNMENT AND SUBLETTING. Tenant shall have no right to assign this Lease or to sublet the Premises without the prior written consent of Landlord; provided, that if Landlord in its

absolute discretion gives such consent, then Tenant shall remain primarily liable to Landlord for the payment of the rent and the performance of all of Tenant's other obligations under this Lease for the remainder of the term of this Lease. Tenant shall not allow or permit any transfer of this Lease, or of any interest in or rights under this Lease, by operation of law and shall not mortgage, pledge, or encumber this Lease or of any interest herein. If Landlord consents to an assignment of this Lease by Tenant, then such consent shall apply only to the remainder of the then current term of this Lease and not to any subsequent periods as to which Tenant has an unexercised option to extend the term of this Lease, and any such option or options shall be of no further force or effect after such assignment has been consented to by Landlord; and any assignee of this Lease, by acceptance of an assignment of this Lease, acknowledges and consents to the limitation of the scope of such assignment as provided in this sentence. The sale, issuance, or transfer of any voting capital stock of Tenant or Tenant's guarantor, if any, shall be deemed to be an assignment of this Lease within the meaning of this Section 27. To offset Landlord's out-of-pocket and administrative expenses incurred in connection with a request under this Section 27, Tenant agrees to pay a fee equal to Three Hundred ($300.00) Dollars to be paid at the time of such request.

28. ENTRY BY LANDLORD. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the Premises, for the purpose of making repairs, additions, or alterations thereto, or for any other lawful purpose; provided, that such entry shall not unreasonably interfere with the conduct of Tenant's business. For a period commencing six (6) months prior to the expiration of this Lease, Landlord may have reasonable access to the Premises for the purpose of exhibiting the Premises to prospective tenants thereof and may display "For Rent" signs on the Premises.

29. UTILITIES. Tenant shall pay for all gas, water, electricity, telephone, and other utility services used or consumed in or about or furnished to the Premises during the term of this Lease and shall pay all sewer use fees or similar charges made or imposed with respect to or against the Premises during the term of this Lease. Tenant shall hold Landlord and the Premises harmless from all liens, charges, and costs with respect to such items. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises and that if any equipment installed by Tenant requires additional utility facilities, such additional utility facilities shall be installed at Tenant's expense in accordance with plans and specifications approved in writing in advance by Landlord. Landlord shall not be liable for any interruption in the supply of any utilities, and Landlord does not guarantee the availability of any utilities. Tenant's payments for utility services shall be made directly to the utility or to the provider of such service if the services are separately metered or billed to Tenant by such utility or other provider. If Landlord provides any of such utility services to Tenant because they are not or cannot be separately metered or billed to Tenant, then Tenant shall pay to Landlord, within ten (10) days after receiving a statement therefor from Landlord, Tenant's equitable share of the billing received by Landlord for such utility service, which share shall be determined by Landlord in its sole discretion, reasonably exercised, taking into account such factors, including but not limited to the nature of Tenant's business, as Landlord reasonably may consider to be appropriate. Landlord reserves the sole right to select and change the gas, water, electric, telephone, cable, fiber optic, and other Utility service provider which services the Shopping Center.

30. REAL ESTATE TAXES. Landlord agrees to pay, prior to delinquency, the general real estate taxes and installments of special taxes, assessments, or levies of any kind (however denominated) payable during the term of this Lease (collectively referred to in this Section as the "Taxes") on the land and improvements constituting the Shopping Center; provided, that Tenant shall pay to Landlord for each calendar year during the Term of this Lease, as additional rent, Tenant's Tax Contribution (as defined in the following sentence). For purposes of this Lease, Tenant's "Tax Contribution" for each calendar year during the Term of this Lease shall be the Tenant's Share, as that term is defined in Section 12, of the Taxes actually paid by Landlord during such calendar year, regardless of the tax period to which such Taxes relate; provided, that not more than twelve (12) months' Taxes shall be taken into account by Landlord for purposes of determining Tenant's Tax Contribution for any calendar year; and provided further, that if Landlord pays more than twelve (12) months' Taxes during any calendar year, then the Taxes for the period in excess of twelve (12) months (to the extent not previously taken into account for purposes of this Section) shall be carried forward to the next calendar year or years and shall be taken into account by Landlord for purposes of computing Tenant's Tax Contribution for such next calendar year or years. If any portion of the Shopping Center is assessed for real estate tax purposes as a separate parcel and the Taxes on such separate parcel are payable by a tenant or owner other than Landlord, then such Taxes shall not be included in the Taxes for purposes of Tenant's Tax Contribution under this Section; and in such event the denominator of the Tenant's Share for purposes of this Section shall be reduced by the number of square feet of leaseable floor space contained in the Building or Buildings located on such separate parcel. Tenant shall pay to Landlord, concurrently with Tenant's payments of the monthly installments of Minimum Rent, an amount equal to one-twelfth (1/12) of Tenant's estimated Tax Contribution for the current calendar year, as determined annually and communicated to Tenant in writing

by Landlord; within sixty (60) days after the end of each calendar year, Tenant shall pay to Landlord any unpaid portion of its actual Tax Contribution for such calendar year or shall be entitled to a credit from Landlord for any excess Tax Contribution actually paid by Tenant for such calendar year. Tenant's Tax Contribution for the first and final calendar years shall be prorated if such first or final calendar year contains less than twelve (12) full months.

Tenant agrees to pay when due all property taxes of any kind which during the term of this Lease may be assessed against any personal property, fixtures, or leasehold improvements of Tenant at any time located in or about the Premises.

31. HOLDOVER. In the event that Tenant remains in possession of the Premises after the expiration or termination of this Lease, then Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all of the conditions, provisions, and obligations of this Lease, but without any rights to extend the term of this Lease; provided, that the Minimum Rent payable by Tenant during any such period of holdover shall be computed at the rate of two times the Minimum Rent payable by Tenant during the lease year most recently ended. Landlord's acceptance of rent from Tenant in such event shall not alter the status of Tenant as a month-to-month tenant whose occupancy of the Premises may be terminated by Landlord at any time upon one month's notice in advance.

32. WAIVERS. One or more waivers by Landlord or Tenant of a breach of any covenant or condition by the other of them shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord or Tenant to or of any act by either requiring the other's consent or approval shall not be deemed to waive or render unnecessary either party's consent to or approval of any subsequent similar act by the other party. No waiver or consent of either party shall be binding unless in writing, and Landlord's acceptance of rent with knowledge of the existence of any breach of this Lease by Tenant shall not constitute a waiver of such breach.

33. WAIVER OF CLAIMS. Each Party hereby waives any and all claims for or rights of recovery which such Party or anyone claiming through such Party may have against the other Party (or such other Party's officers, agents, or employees) for or with respect to any loss of or damage to such waiving Party's property or for any business interruption which is insured or indemnified under valid insurance policies, whether or not such loss, damage, or business interruption is caused by the negligence of such other Party or such other Party's officers, agents, employees, or any other Party or such other Party's officers, actions, employees, or any other person or persons for whose actions such other Party may be responsible or liable; provided, that the foregoing waiver shall be effective only to the extent of the insurance proceeds actually collected under such policies in respect of such loss, damage, or business interruption and only when permitted by the applicable insurance policy. Such waiver of claims and rights by Tenant also shall operate as a similar waiver in favor of the other tenants of the Shopping Center and the respective officers, agents, and employees of such other tenants.

34. NOTICES. Whenever under this Lease a provision is made for notice of any kind, such notice and the service thereof shall be deemed sufficient if such notice is in writing addressed to Landlord or Tenant, as the case may be, at the address for each set forth in Section I(d) and is delivered personally or sent by a nationally recognized courier service such as Federal Express or by United States certified mail with postage prepaid. Either party may by notice to the other party change the address at which it wishes to receive any notice given under this Lease. Notice shall be deemed delivered (i) on the third day following the date of mailing, (ii) one day after the date of deposit with a nationally recognized courier service, or (iii) the date of personal delivery, as the case may be.

35. RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall be deemed or construed by Landlord or Tenant, or by any third party, to create the relationship of principal and agent or of partnership or of joint venture between Landlord and Tenant, it being understood and agreed that neither the method of computation of rent, nor any other provision contained in this Lease, nor any act of Landlord or Tenant shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

36. NO LIABILITY OF LANDLORD. Landlord shall not be responsible or liable to Tenant or anyone claiming through Tenant for any loss or damage that may be caused by or through the acts or omissions of persons occupying premises adjacent to the Premises or in any other party of the Shopping Center (or of their customers, employees, agents, or invitees) or for any expense, loss, or damage sustained by Tenant or anyone claiming through Tenant from (a) the bursting, stoppage, or leaking of water, gas, sewer or steam pipes, downspouts, tanks, drains, or fixtures wherever located, (b) broken glass, (c) water, snow or ice upon the Shopping Center or any portion thereof, (d) theft or other dishonest act by anyone other than Landlord, (e) water, wind, or other weather or natural condition or event, or (f)

defects in the Premises or any fixtures or equipment therein for which Landlord is not responsible under the terms of this Lease.

37. BANKRUPTCY. In the event Tenant becomes the subject of voluntary or involuntary proceedings under the federal bankruptcy statutes in effect from time to time, Landlord shall have all of the rights and remedies which are available to a landlord under such statutes in such an event. Such event also shall constitute a default under this Lease, and Landlord thereupon may exercise all of its rights and remedies under this Lease unless prohibited from doing so by such statutes.

38. DELAYS IN PERFORMANCE. The performance of Landlord and Tenant of any of their respective obligations or undertakings provided for in this Lease (except the payment of rent or any other sums of money payable by Tenant under this Lease) shall be excused and no default shall be deemed to exist in the event and so long as the performance of any such obligation or undertaking is prevented, delayed, retarded, or hindered by any act of nature, weather conditions, fire, earthquake, flood, explosion, war, riot, failure of transportation, strikes, lockouts, action of labor unions, condemnation, laws, orders of government or civil or military authorities, inability to procure labor, equipment, facilities, materials, or supplies in the open market, or any other cause beyond the reasonable control of Landlord or Tenant, as the case may be.

39. MANNER AND PLACE OF PAYMENTS. All payments of rent and any other sums payable by Tenant to Landlord under this Lease shall be made by Tenant to Landlord without demand, deduction, or set-off at the address set forth in Section 1.(b) or at such other place as Landlord from time to time may designate in writing.

40. DELINQUENT PAYMENTS. If any rent or other sums payable by Tenant under this Lease are not paid within five (5) days after such rent or other sums are due, then such unpaid rent or other sums shall bear interest at the rate of 12% per annum under the laws of the State in which the Premises are located from their respective due dates until paid, which interest shall be due and payable immediately. If Landlord engages an attorney or collection agency to collect any delinquent payment from Tenant or to enforce the performance by Tenant of any other obligation of Tenant which is delinquent under this Lease, then Tenant also shall indemnify and reimburse Landlord, on written demand, an amount equal to the attorney fees, court costs, and other collection expenses incurred by Landlord with respect to the collection of such delinquent payment or the enforcement of such delinquent performance, whether or not suit is filed against Tenant for such purpose. If Tenant is late for three (3) or more consecutive months in making any of its payments of rent due under this Lease in any consecutive twelve month period during the term of this Lease, then Landlord, in addition to Landlord's other rights and remedies under this Lease, thereafter shall have the right to require Tenant to make all rent payments under this Lease quarterly in advance rather than monthly in advance.

In addition to the interest payable under this Section 40 with respect to delinquent payments, Landlord and Tenant agree that if Landlord does not receive a monthly installment of Minimum Rent, or other charges due under the Lease, on or before the fifth day of the calendar month for which it was due, Tenant shall pay Landlord a late charge equal to the greater of (i) four (4%) percent of the aggregate delinquent amount, or (ii) $100.00 to offset the additional administrative costs incurred by Landlord as a result of such late payment. Acceptance of any such late charge shall not cure or waive Tenant's default, if any, nor prevent Landlord from exercising, before or after such acceptance, any and all rights and remedies afforded Landlord under this Lease. Payment of the late charge is not an alternative means of performance of Tenant's obligation to pay Minimum Rent or other charges due under the Lease when due, nor is it a substitution or replacement of any interest charge which may accrue under this Lease with respect to any past due obligation.

41. DEFAULT. If Tenant defaults in the payment of any rent or other sums due and payable by Tenant to Landlord under this Lease for a period of more than five (5) days after the particular payment was due, or if Tenant violates or defaults in the performance of any covenant, agreement, or other condition contained in this Lease (other than the payment of rent or other sum payable under this Lease) for a period of more than ten (10) days after written notice of such violation or default has been given by Landlord to Tenant (or, in the case of a default not curable within ten (10) days, if Tenant shall fail to commence to cure such default within such ten (10) days and thereafter proceed diligently to complete the cure thereof), then Landlord, at its option, in addition to any other remedies available, may re-enter and repossess the Premises, with or without process of law, and, at its option, may declare this Lease terminated and the term of this Lease ended forthwith; and Landlord shall not be liable for damages by reason of such re-entry and repossession. Landlord shall have full and uncontested right to take possession of Tenant's fixtures, equipment, inventory, and other property in or about the Premises, holding all such property as additional security for the rent and other sums due and to become due under this Lease. Notwithstanding such re-entry and repossession by Landlord and the holding of such fixtures,

equipment, inventory, and other personal property, and whether or not Landlord exercises its option to terminate this Lease, the liability of Tenant for the payment of the rent and other sums due or to become due under this Lease and for the performance of Tenant's other obligations under this Lease for the remainder of the term of this Lease (determined as if Landlord had not terminated this Lease) shall not be relinquished or extinguished but shall continue in full force and effect; and Landlord at any time may commence such one or more actions as it may deem necessary to collect any sums due from or payable by Tenant under this Lease for such period. In the event of any such re-entry and repossession, Landlord shall have the right to relet all or any portion of the Premises upon such terms and conditions as Landlord may deem appropriate; and any such reletting shall not relieve Tenant of any of its obligations to Landlord under this Lease, except to the extent of any net rentals actually received by Landlord from such reletting after deducting all of Landlord's reasonable expenses (including but not limited to legal expenses, brokerage commissions, and the costs of remodeling the Premises so as to render the Premises suitable for reletting) incurred in preparing for and accomplishing such reletting. Tenant further agrees to pay, in addition to the rent and other sums payable under this Lease, such additional sums as a court of competent jurisdiction may adjudge reasonable as attorneys' fees in any suit or action instituted by Landlord to enforce the provisions of this Lease or the collection of the rent or other sums payable by Tenant under this Lease. Tenant hereby waives any right of redemption which it may have under any present or future law in the event Tenant is evicted from or dispossessed of the Premises for any reason. Unless Landlord otherwise agrees in writing, Tenant's surrender of possession of the Premises to Landlord prior to the end of the term of this Lease and Landlord's acceptance of such surrender shall not effect a termination of this Lease or release Tenant from any of its obligations under this Lease for the remainder of the term of this Lease. If Tenant's right to possession of the Premises shall be terminated, for any reason, as of any date prior to the expiration of the full initial Term, Tenant must immediately pay Landlord, as additional rent hereunder, (i) all such sums that have been paid by Landlord to Tenant or on Tenant's behalf in connection with the preparation of the Premises for Tenant's occupancy, (ii) any other concessions granted Tenant, and (iii) any real estate commissions paid by Landlord in connection with this Lease.

42. INTENTIONALLY OMITTED.

43. NO PERSONAL LIABILITY. Notwithstanding any other provision of this Lease, Tenant agrees that it will look solely to the equity, estate, and property of Landlord in the land and buildings comprising the Shopping Center (subject to prior rights of the holder of any mortgage or deed of trust thereon) for the collection of any judgment requiring the payment of money by Landlord in the event of any default on the part of Landlord in the observance or performance of any of the terms, covenants, and conditions of this Lease to be observed or performed by Landlord; and Tenant understands and agrees that no other assets of Landlord shall be subject to levy, execution, or other process for the satisfaction of any such judgment or for the enforcement of any rights or remedies of Tenant.

44. SUBORDINATION. Landlord may assign its rights under this Lease as security to the holders of one or more mortgages (which term shall include a mortgage, deed of trust, or other encumbrance) now or hereafter in force against the Premises or the Shopping Center. Tenant hereby subordinates its rights under this Lease to the lien of one or more mortgages (which term shall include a mortgage, deed of trust, or other encumbrance) now or hereafter in force against the Premises or the Shopping Center and to all advances made or hereafter to be made upon the security thereof; provided, that any such mortgage shall provide, or the mortgagee shall agree, that the mortgagee, in the event of its acquiring title to the Premises or the Shopping Center, whether through foreclosure, judicial, process, power of sale, or otherwise, shall recognize the validity of this Lease so long as Tenant (a) is not in default under this Lease at the time such mortgagee acquires title to the Premises or the Shopping Center and (b) agrees to attorn to such mortgagee as if it were the original landlord under this Lease.

45. EMINENT DOMAIN. If the whole of the Premises or the Shopping Center or the parking area in the Shopping Center shall be taken under the power of eminent domain, then this Lease shall terminate and expire as of the date upon which possession must be surrendered to the public authority involved; the rent and any other sums payable under this Lease shall be prorated as of such date; and Landlord and Tenant shall be released from any further liability under this Lease. If more than twenty-five percent (25%) but less than all of the floor area of the Premises or of the Shopping Center shall be taken or condemned or if more than twenty-five percent (25%) of the parking area in the Shopping Center is taken through condemnation or eminent domain proceedings and Landlord does not within ninety (90) days begin and thereafter complete the construction of or obtain substitute parking replacing at least the majority of the parking so taken using double decking, contiguous land, or underground areas, then either Landlord or Tenant may terminate this Lease by serving upon the other party a written notice of termination effective as of the date upon which possession must be surrendered to the public authority involved. In the event that such option to terminate is exercised, the Minimum Rent and any other sums payable under this Lease shall be prorated as of such date of surrendering possession; and Landlord and Tenant shall be released from any further liability under this Lease. If any

portion of the Premises or the Shopping Center is taken for public use and if neither party is entitled to exercise or does not exercise its option to terminate this Lease as permitted above in this Section 45, then the Minimum Rent shall be reduced as of the date upon which possession must be surrendered to the public authority involved in the proportion which the actual floor area in the Premises taken bears to the total floor area originally demised in the Premises, and after such date the Percentage Rent shall be based upon the reduced Minimum Rent. Landlord promptly shall repair, restore, or rebuild for occupancy by Tenant the portion of the Premises not so taken. If, during the repair, restoration, or rebuilding required, the Premises are not usable in the opinion of Landlord, then Landlord and its contractors temporarily shall have possession of the Premises during the period of repair, restoration, or rebuilding; and the reduced rent provided for in this Section 45 shall abate during such period of temporary possession by Landlord. All compensation and damages awarded or other sums or awards paid on account of any condemnation or taking under the power of eminent domain of the Premises, the Common Areas, or the Shopping Center, or any portion of portions thereof, shall belong to and be the sole property of Landlord whether such damages or other sums are awarded as compensation for the loss, taking, or diminution in value of any fee, leasehold, easement, or other interest in the Premises, the Common Areas, the Shopping Center, or otherwise; and in no event shall Tenant have any claim whatsoever against Landlord or the condemning authority for the loss or diminution in value of its leasehold interest in the Premises or any leasehold improvements therein or for the value of any unexpired term of this Lease, Tenant hereby expressly assigning to Landlord any such right or claim; provided, however, that Tenant shall be entitled to any separate award made by the condemning authority solely for or on account of any loss or expense which Tenant may sustain or incur in removing Tenant's merchandise, trade fixtures, or equipment from the Premise or for any loss of or damage to such items of Tenant's personal property. Nothing contained in this Section 45 shall be construed to release any liability of Tenant to Landlord which arose prior to the effective date of any termination of this Lease pursuant to this Section.

46. CONTINUOUS OCCUPANCY. Tenant agrees continuously throughout the term of this Lease to occupy the Premises and to conduct its business therefrom during all normal business hours, except when the Premises are untenantable by reason of the occurrence of any damage thereto or the destruction thereof; and Tenant's failure to comply with the preceding provisions of this sentence shall constitute a default under this Lease and shall give Landlord all of the rights and remedies set forth in Section 41. In the event that Tenant does not so occupy the Premises and conduct its business therefrom, then Tenant shall pay monthly as additional rent (over and above and in addition to the Minimum Rent and any other sums required to be paid by Tenant) during any such period of non-occupancy or non-conduct of its business a sum equal to the greater of (a) 25% of the Minimum Rent payable during such period or (b) 125% of the amount of Percentage Rent paid or required by the terms of this Lease to have been paid for the same period during the immediately preceding lease year.

47. SALE OR UNDERLYING LEASE. In the event of a sale or transfer of all or any portion of the Shopping Center or any undivided interest therein, or in the event of the making by Landlord of an underlying Lease of all or substantially all of the Shopping Center, or in the event of an assignment or transfer of the leasehold estate under any such underlying Lease, the respective grantor, transferor, landlord, or assignor, as the case may be, thereafter shall be entirely relieved of all obligations to be performed by Landlord under this Lease to the extent of the interest in or portion of the Shopping Center so sold, transferred or leased; and, without further agreement between any of the Parties to this Lease and the purchaser or transferee in the event of any such sale or transfer or the tenant or its assignee in the event of any such underlying Lease, as the case may be, such purchaser, transferee, tenant, or tenant's assignee shall be deemed to have assumed and agreed to carry out all of the obligations of Landlord under this Lease. As long as any such underlying Lease shall be in force and effect, the Parties to this Lease expressly understand and agree that there shall be no liability under this Lease on the part of Landlord. Notwithstanding the foregoing provisions of this Section 47, the grantor, transferor, landlord, or assignor, as the case may be, referred to in this Section 47 shall not be relieved of any liability to Tenant arising or occurring prior to the sale, transfer, or lease referred to in this Section.

48. ESTOPPEL CERTIFICATES. Tenant, from time to time and within ten business days from receipt of written request from Landlord, agrees to execute, acknowledge, and deliver to Landlord, in form reasonably satisfactory to Landlord, a written statement certifying that Tenant has accepted the Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, setting forth the modifications), that Landlord has performed all of its obligations under this Lease and is not in default under this Lease, the date to which the rent and other sums payable by Tenant under this Lease have been paid in advance (if any), the commencement and termination dates of the term of this Lease, and such additional facts as reasonably may be required by Landlord. Tenant understands and agrees that any such statement delivered pursuant to this Section 48 may be relied upon by any prospective purchaser of the Premises, any mortgagee, beneficiary under a deed of trust, prospective mortgagee of the Premises, or prospective beneficiary under a deed of trust, and their respective successors and assigns.

49. SECURITY DEPOSIT. Tenant shall deposit with Landlord on or before the date of Landlord's execution of this Lease, the security deposit set forth in Section 1.(n). Such security deposit shall be held by Landlord, without interest, as security for the faithful performance by Tenant of all the terms of this Lease to be observed and performed by Tenant. The security deposit shall not be mortgaged, assigned, transferred, or encumbered by Tenant without the written consent of Landlord; and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. If any rent or other sum payable by Tenant to Landlord is overdue and unpaid, or if Landlord makes any payments on behalf of Tenant, or if Tenant fails to perform any of the terms of this Lease, then Landlord may, at its option and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply such deposit or so much thereof as may be necessary toward the payment of the rent or other sum due Landlord by reason of such breach on the part of Tenant or toward the performance of any other overdue obligation of Tenant under this Lease; and Tenant immediately upon demand by Landlord shall restore such deposit to its original amount. If Tenant complies with all of the terms of this Lease and pays all rent and other sums payable under this Lease, then such deposit (or the portion thereof not applied by Landlord to cure a default by Tenant) shall be returned to Tenant as soon as practicable after the end of the term of this Lease. In the event of bankruptcy or other creditor proceedings against Tenant, such security deposit shall be deemed to be applied first to the payment of rent and other sums due Landlord for periods prior to the commencement of such proceedings. Landlord may deliver such security deposit to the purchaser of Landlord's interest in the Premises in the event that such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

50. LANDLORD'S RIGHT TO CURE. Landlord may, but shall not be obligated to, cure any default by Tenant in the performance of any of Tenant's obligations under this Lease, including but not limited to Tenant's failure to pay any taxes, obtain any insurance, make any repairs, or satisfy any lien claims, after complying with the notice provisions contained in Section 41; in the event that Landlord elects to so cure any default by Tenant, then all costs and expenses paid by Landlord in so curing such default, including but not limited to reasonable attorneys' fees, shall be deemed to be additional rent due immediately after such payment by Landlord, together with interest thereon (except in the case of such attorneys' fees) at the rate provided for in Section 40 from the date of such payment by Landlord to the date of repayment by Tenant to Landlord.

51. CUMULATIVE RIGHTS. The rights, options, elections, and remedies of Landlord and Tenant contained in this Lease shall be cumulative and may be exercised on one or more occasions; and none of them shall be construed as excluding any other or additional right, priority, or remedy allowed or provided by law.

52. BINDING AGREEMENT. All rights and liabilities given to or imposed upon Landlord or Tenant in this Lease shall extend to and bind their respective heirs, executors, administrators, personal representatives, successors and assigns. No rights, however, shall inure to the benefit of any assigns of Tenant unless the assignment thereof to such assignee has been approved in writing by Landlord.

53. SECTION TITLES. The titles of the various Sections of this Lease have been inserted merely as a matter of convenience and for reference only and shall not be deemed in any manner to define, limit, or describe the scope or intent of the particular Sections to which they refer or to affect the meaning or construction of the language contained in the body of such Sections.

54. SEVERABILITY. If any provision of this Lease shall be declared legally invalid or unenforceable, then the remaining provisions of this Lease nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

55. TIME OF ESSENCE. Time is of the essence of this Lease, and all provisions of this Lease relating to the time of performance of any obligation under this Lease shall be strictly construed.

56. DEFINITIONS. Except as otherwise expressly stated in this Lease, the "term" of this Lease shall include the original term and any additional period as to which this Lease may be extended, and references to this "Lease" shall include this document and any properly executed amendment thereof or supplement thereto.

57. GOVERNING LAW. This Lease shall be governed by and construed in accordance with the laws of the State in which the Premises are located.

58. BROKERS. Tenant warrants that it had no dealings with any broker or agent in connection with the negotiation or execution of this Lease other than The Lerner Company, a Nebraska corporation, broker for Landlord, and Tenant agrees to indemnify Landlord against and to hold Landlord

harmless from any expense or liability for commission or other compensation or charges claimed by any other broker or agent with respect to this Lease.

59. NUMBER AND GENDER. Where the context of this Lease requires, singular words shall be read as if plural, plural words shall be read as if singular, and words of neuter gender shall be read as if masculine or feminine.

60. ENTIRE AGREEMENT; SUCCESSORS AND ASSIGNS. Landlord and Tenant hereby agree that this document contains the entire agreement between them and that there are no other agreements, written or verbal, between them pertaining to the Premises or the subject matter hereof. This Lease may not be amended or supplemented orally but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought. This Lease shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns (to the extent permitted by this Lease) of the parties and if this Lease is executed by more than one individual, then each of such individuals shall be jointly and severally liable hereunder.

61. LANDLORD'S USE OF COMMON AREAS. Landlord reserves the right, from time to time, to utilize portions of the Common Areas for outdoor shows, displays, ATM's, kiosks, or such other uses which in Landlord's judgment will attract the public.

62. SURRENDER. Upon the expiration or termination of this Lease, Tenant agrees forthwith to surrender to Landlord possession of the Premises and the fixtures and equipment constituting a part thereof with all keys thereto.

63. HAZARDOUS MATERIALS.

(A) Definition. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "infectious wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any federal, state or local laws, regulations or ordinances including, without limitation, oil, petroleum-based products, paints, solvents, lead, cyanide, DDT, printing links, acids, pesticides, ammonia compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

(B) General Prohibition. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, discharged, released, spilled or disposed of on, in, under or about the Premises or within the Shopping Center by Tenant, its affiliates, agents, employees, contractors, sublessees, assignees or invitees. Tenant shall indemnify, defend and hold Landlord and its partners, members, officers, directors, successors and assigns harmless from and against any and all actions (including, without limitation, remedial or enforcement actions of any kind, administrative or judicial proceedings, and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including, without limitation, punitive damages), expenses (including, without limitation, reasonable attorneys', consultants' and experts fees, court costs and amounts paid in settlement of any claims or action), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage, or contamination of, or adverse effects upon, the environment, water damage, or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from a breach of this prohibition by Tenant, its affiliates, agents, employees, contractors, sublessees, assignees or invitees.

(C) Notice. In the event that Hazardous Materials are discovered upon, in, or under the Premises or within the Shopping Center, and any governmental agency or entity having jurisdiction over the Premises or the Shopping Center requires the removal of such Hazardous Materials, Tenant shall be responsible for removing those Hazardous Materials arising out of or related to the use or occupancy of the Premises or the Shopping Center by Tenant or its affiliates, agents, employees, contractors, sublessees, assignees or invitees but not those of its predecessors. Notwithstanding the foregoing, Tenant shall not take any remedial action in or about the Premises or the Shopping Center without first notifying Landlord of Tenant's intention to do so and affording Landlord the opportunity to protect Landlord's interest with respect thereto. Tenant immediately shall notify Landlord in writing of: (i) any spill, release, discharge or disposal of any Hazardous Material in, on or under the Premises or the Shopping Center or any portion thereof, (ii) any enforcement, cleanup, removal or other governmental or regulatory action instituted, contemplated, or threatened (if Tenant has notice thereof) pursuant to any Hazardous Materials laws or regulations, (iii) any claim made or threatened by any person against Tenant, the Premises, or the Shopping Center relating to damage or contribution, against Tenant, the Premises, or the Shopping Center relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed as

a result from any Hazardous Materials; and (iv) any reports made to any governmental agency, including any complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant also shall supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises, the Shopping Center or Tenant's use or occupancy thereof.

(D) Survival. The respective rights and obligations of Landlord and Tenant under subsections (a) through (c) immediately above shall survive the expiration or earlier termination of this Lease.

64. CROSS EASEMENT AGREEMENT. Notwithstanding anything in this Lease to the contrary, this Lease is subject to and Tenant agrees to comply with: Cross-Easement Agreement dated 3-2-84 between Shopko Stores, Inc., a Minnesota corporation, and Cullum Development Company, a Texas corporation, recorded 2-14-85 in Book 58 Page 279-279V, as amended by Amendment No. 1 to Cross Easement Agreement, dated 10-17-85, recorded 10-17-85 in Book 58 Page 2418-2418C between Shopko Stores, Inc., a Minnesota corporation and Lerner Bellevue Partnership, a Nebraska general partnership, successor to Cullum Development Company, a Texas corporation, as amended by Amendment No. 2 to Cross Easement Agreement, dated 11-1-96 between Shopko Properties, Inc., a Minnesota corporation, Lot 7 Partnership, a Nebraska general partnership, Lerner Bellevue Partnership, a Nebraska general partnership, and Oppidan Investment Company, a Minnesota corporation, recorded November 6, 1996 in Book 96 Page 22747-22747Q, and as amended by Amendment No. 3 to Cross Easement Agreement, dated 2-4-98, recorded 2-27-98 in Book 98 Page 04383-04383E between Shopko Properties, Inc., a Minnesota corporation, successor in interest to Shopko Stores, Inc., a Minnesota corporation, Lot 7 Partnership, a Nebraska general partnership, and American Plaza LLC, a Nebraska limited liability company, successor in interest to Lerner Bellevue Partnership, a Nebraska a general partnership (collectively, the "Cross-Easement").

65. EXHIBITS. The following Exhibits are a part of this Lease and have been attached to this Lease prior to its execution:

A - Shopping Center Site Plan and Legal Description
B - Description of Landlord's Work to be performed in and to the Premises
C - Building Sign Criteria

Executed as of the date of this Lease.

AMERICAN PLAZA LLC, a Nebraska
Limited Liability Company

By: _____
Title: Member

LANDLORD

W & P Enterprises, INc.,
a Nebraska Corporation

By: _____

Title: _____

TENANT

21 539

AMERICAN PLAZA SHOPPING CENTER

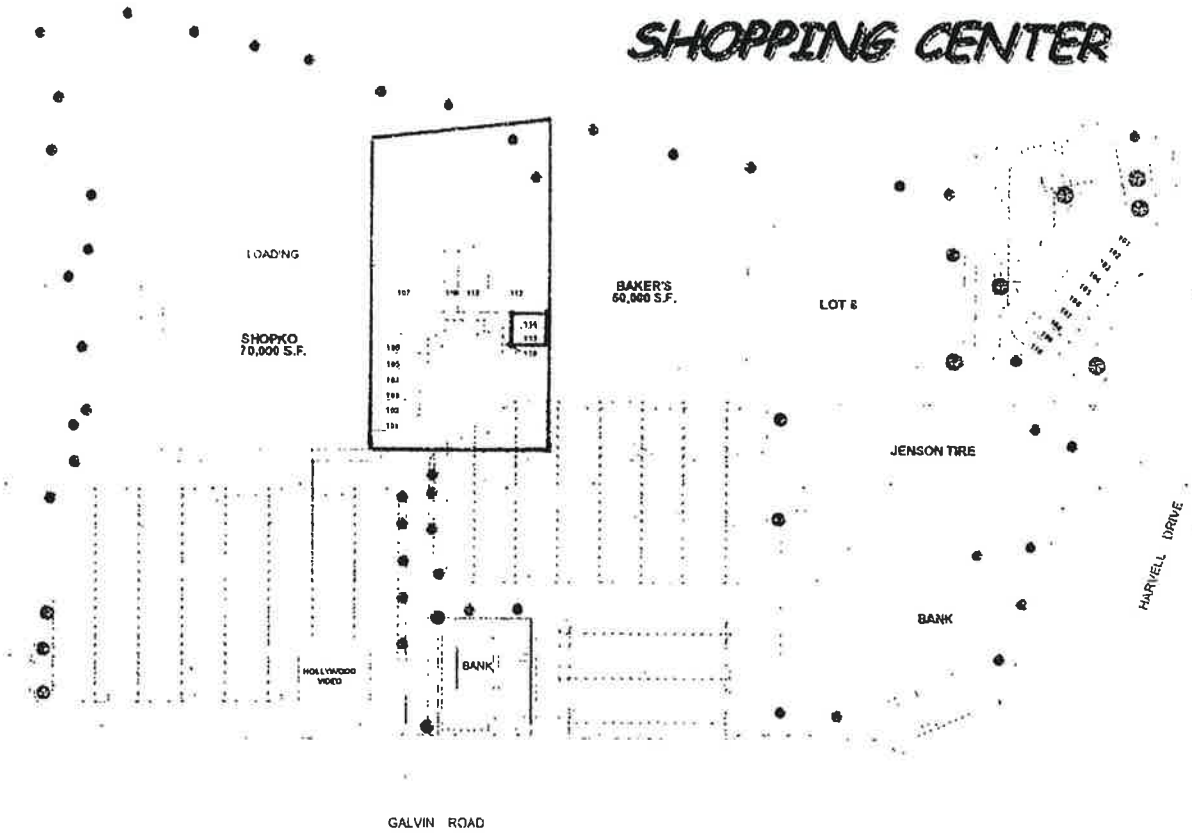
The Lerner Company

EXHIBIT A

Site Plan

Legal Description

Lot 6, American Plaza Subdivision



AMERICAN PLAZA I & II		
PHASE I - 701 GALVIN ROAD SOUTH		
101	PAPA MURPHY'S TAKE N BAKE	1,250 S.F.
102	GREAT EXPECTATIONS	1,200 S.F.
103	SUPER NAILS	1,200 S.F.
104	TRANSFORMATIONS	1,200 S.F.
105	GNC	1,496 S.F.
106	AVAILABLE	992 S.F.
107	AVAILABLE	8,190 S.F.
110	AVAILABLE	1,600 S.F.
112	AVAILABLE	3,225 S.F.
113	"TERIYAKI BUFFET"	5,100 S.F.
114	PLAZA LOUNGE	1,200 S.F.
115	AVAILABLE	1,000 S.F.
116	AVAILABLE	1,200 S.F.
101A		13,475 S.F.
PHASE II - 723 GALVIN ROAD SOUTH		
101 102	PAPA JOHN'S	2,250 S.F.
103	MR. MINUTE PRESS	1,200 S.F.
104	CHECKER CO	1,200 S.F.
105-112	106LAUNDRY WORLD	1,800 S.F.
107-108	107GOLDEN DRAGON	1,600 S.F.
108	DFS HAIR PALACE	1,200 S.F.
109-110	OMAHA POLICE FED/CREDUNION	2,400 S.F.
TOTAL		11,850 S.F.
TOTAL PARKING STALLS		873 Cars
RATIO		5.00 CARS, 1000 S.F.
LAND AREA		20.3 ACRES

Green line denotes the Shopping Center _____

Red line denotes the Premises _____

SCALE

RECEIVED
APR 17 2007
NEBRASKA LIQUOR CONTROL COMMISSION

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Prepared By
The Lerner Company
NOVEMBER 2006

American Plaza Shopping Center

Bellevue, Nebraska

Lat 00673 Lon 03266 Zoom 5 4 Logos are for identification purposes only and may be trademarks of their respective companies

This map was produced using data from private and government sources deemed to be reliable. The information herein is provided without representation or warranty

21 540

Exhibit B
American Plaza Shopping Center
Landlord's & Tenant's Work

I. GENERAL CONDITIONS:

A. Before commencing construction drawings, Tenant and Tenant's Architect shall review construction details and connections and the working conditions at the site with the Landlord.

B. Tenant's layout drawings and specifications shall be submitted in final form to Landlord for review and approval prior to releasing to Tenant's Contractors for bidding. Tenant's layout and details shall be examined with specific regard to individuality of shop design, conformance to sign restrictions, and conformance to requirements as hereinafter set forth.

C. Tenant shall secure approval of his Contractors from Landlord.

D. Tenant shall take out and pay for all permits required by state or local authorities including City of Bellevue Building Permit and Certificate of Occupancy, and shall be responsible for compliance with all applicable Codes and Ordinances.

E. Landlord, Tenant or any utility company shall have the right, subject to Landlord's prior approval, to run utility lines, pipes, conduits or ductwork, where necessary, through ceiling spaces or spaces adjacent to columns or other parts of the Premises, and to maintain the same in a manner which does not interfere unnecessarily with the Tenant's use of the Premises.

F. If Tenant includes the construction of his store front as part of his own work, Tenant shall, during its construction period, if any other Tenant in the shopping center is then open to the Public for business, erect a barricade enclosure outside the store front to enclose its construction area.

G. Tenant shall provide its own temporary heat in the Premises if necessary during its construction period. Tenant or Tenant's Contractor shall arrange with the Power Company for direct billing for all power consumed by Tenant or Tenant's Contractor.

H. No mechanical installation shall be permitted which is incompatible with the original project concepts of architectural, structural, electrical or mechanical designs. Persons involved in design and installation shall carefully determine the exact location and nature of all air intakes, exhaust, pipe mains and the like that will place specific requirements and arrangements or either, on the system design. Mechanical and electrical systems shall be designed to use the energy sources and medias available.

I. Tenant's air conditioning system shall be operated to maintain at least the minimum design conditions during all days and hours the Premises shall be open for business. Tenant shall maintain above freezing temperatures in the Premises at all times to prevent damage.

J. Tenant shall procure and maintain insurance, as required in this lease, during the period of Tenant's work.

K. Landlord shall have the right to require Tenant to furnish a bond or other security in forms satisfactory for the prompt and faithful performance of Tenant's work, conditioned that it will save Landlord harmless from the payment of any claim either by way of damages or liens on account of bills for labor or material in connection with Tenant's work.

II. FIRE PROTECTION

A. Tenant shall pay for all costs for additional sprinkler protection installed due to the following causes:
   1. Classification of Tenant's space other than Ordinary Hazard Occupancy as defined by the National Fire Protection Association and Local Authorities.
   2. Installation of combustible ceiling or of combustible materials above ceiling.
   3. Protection of extra hazardous equipment.
   4. Additional sprinkler heads or relocation of sprinkler heads and piping within Tenant's area due to Tenant's work. Tenant must design his lighting and ceiling system to accommodate the sprinkler system. The sprinkler system is under contract with Landlord and all additional work required by the Tenant shall be performed by the Landlord's Contractor.

B. Tenant shall pay for fire extinguishers and cabinets required by code, fire protection installation other than wet type sprinkler protection, and fire alarm and code systems other than main alarm for the entire building.

III. ELECTRICAL:

All electrical work shall be in accordance with state and local authorities and codes. Electric power metering shall be by individual arrangement with the Omaha Public Power District.

IV. MECHANICAL SYSTEM DESIGN:

A. General Design:
The proposed design of any mechanical system shall be properly integrated into the building design and aesthetic treatment. The mechanical system design criteria governing the design of each specific system shall be governed by the following information:
   1. No system shall be permitted that requires unusual modifications to the existing structure or relocation of existing equipment or piping of other Tenants in the building.
   2. No system design shall be permitted to unbalance the normal operation of any system to which it is connected or adjacent.
   3. Openings shall not be cut in the structure that are not approved by Landlord. The existing openings and sleeves shall be used wherever possible.

4. Heavy equipment shall not be placed on the building so as to damage the roof or cause objectionable noise transmission into other tenant spaces or spaces occupied by Landlord.
5. Vibration isolation shall be provided in ducts and piping to prevent noise transmission to other parts of the building.
6. All items mounted on the roof or outside the building shall be approved by Landlord as to location, size, and aesthetic effect.
7. No air discharge louvers shall be allowed to discharge into normal pedestrian areas.

B. Heating, Air Conditioning, & Ventilation:
1. Fire dampers shall be installed by Tenant where required by local code.
2. Domestic water shall not be used for condensing purposes in any air conditioning system.
3. Ventilation equipment and systems shall be of a type that can be integrated into the original building design concepts.
4. All exhaust air openings shall be approved by Landlord.
5. No exhaust system shall be permitted to cause excessive air pressure unbalanced between itself and other systems in the building.
6. Contaminated or odorous exhausts shall be exhausted at a point approved by Landlord and, if required by Landlord, shall be filtered to remove any objectionable odors.

C. Plumbing:
1. Plumbing installation shall conform to state and local codes and shall be of a type that can be integrated into the original building design concepts.
2. All connections between copper and steel piping or copper bearing equipment and steel equipment shall be electrolytically isolated with proper fittings.
3. No system installed within the Premises shall be permitted to use domestic water for any purpose other than domestic use in the toilet areas, drinking water and housekeeping purposes unless otherwise approved in writing by Landlord.

V. LANDLORD'S WORK

The following work is to be performed exclusively by Landlord at Landlord's sole cost and expense. All other work not provided herein to be performed by Landlord shall be performed by the Tenant at Tenant's sole cost and expense. Tenant has agreed to accept the Premises in an "AS IS" condition except as follows:

1. Landlord will cover the existing "Plaza Lounge" sign within the blue sign band so that such name is not visible.

2. Landlord shall provide Tenant a credit of $750.00 which will be applied against the first monthly installment of Minimum Rent; such credit represents Landlord's payment for (i) the cost of replacing the office door in Bay 115, (ii) the cost of patching the drywall in Bay 115, (iii) the cost of repairing the existing counter top and cabinets along the east wall of Bay 115, (iv) the cost of patching the wall above the sink in the bathroom of Bay 115, and (v) the cost of repairing and/or replacing the solid core door to the existing bathroom in Bay 115. Tenant agrees to perform all of the work described in this Section 2 within sixty (60) days of the Commencement Date of this Lease.

3. Landlord will replace the threshold of the entrance door to Bay 115.

21 542

EXHIBIT "C"

Building Sign Criteria

American Plaza Shopping Center

1. Signs shall be restricted to the face of the building soffit with the maximum letter height not to exceed 3'0".

2. The maximum width of Tenant's sign shall be 80% of the lineal width of Tenant's storefront.

3. Signs are to be centered to the frontage of each lease space.

4. Signs are not to be placed at right or other angles to the building's front walls.

5. Signs to consist of individual mounted letters without a sign background.

6. Signs must be illuminated from dusk to 10:00 p.m. or until Tenant closes for business, whichever is later.

7. Signs shall be constructed with non-corrosive, incombustible materials.

8. Electrical conduit, boxes, raceway, etc. shall be placed inside the wall cavity and/or the space enclosed by the building soffit.

9. Electrical power for a Tenant's sign must come from Tenant's electrical panel.

10. Signs which contain, include, or are illuminated by any flashing, intermittent or moving light or lights are prohibited.

11. The Tenant shall submit to the Landlord a scale drawing indicating location, position, size, lighting, color, materials, method of construction and attachment of sign.

12. Written approval for sign and installation of sign must be obtained from Landlord.

13. Sign and its installation must comply at all times with all applicable state and/or local codes and ordinances.

14. Any future change that a Tenant may wish to make to a previously approved existing sign will require the prior written approval of the Landlord.

15. The Tenant shall keep sign in first class condition and repair and in a proper state of presentation.


19ft
19ft
19ft
New Space for
Pat & Wally's
701 Galvin Rd S.
Suite 116
Red Line is
area for removal
Not a load bearing
wall
Total span = 19ft
47ft total
front of building
to back of building
Existing Bays (No Change)
Bar
Existing Wall
Existing
Kitchen
& Storage
Existing
Storage
Existing
Unisex
Restroom
Existing
Office
Existing
Restroom
Storage
Existing

11a.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 1, 2025			SUBMITTED BY: Tammi Palm, Planning Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE	✔	PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS		OTHER	

SUBJECT:

Request to approve the detachment of Tax Lot 26 and Part of Tax Lot 28 Adjacent, located in the Southwest ¼ of Section 1, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and Part of Tax Lots 1 and 2A, North and West of railroad right of way, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, together with that portion of Tax Lot 1 and 2A as described and filed for record August 16, 1963, in Deeds Records, Book 114, Page 590, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

Offutt AFB recently acquired the aforementioned property from the Omaha Development Foundation. This property was annnexed in 2019; however, the city does not have any other base property in its city limits, nor do we have jurisdiction over Base property. Subsequently, Offutt has requested the property be detached from city limits. Staff is supportive of this request.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: | CONTRACT TERM: | CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: | CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: | ACCOUNT NUMBER:

RECOMMENDATION:

Staff recommends approval of this request.

ATTACHMENTS:

1. Staff Memo	2. Maps	3. Ordinance No 4182
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

We Influence The World!

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

MEMORANDUM

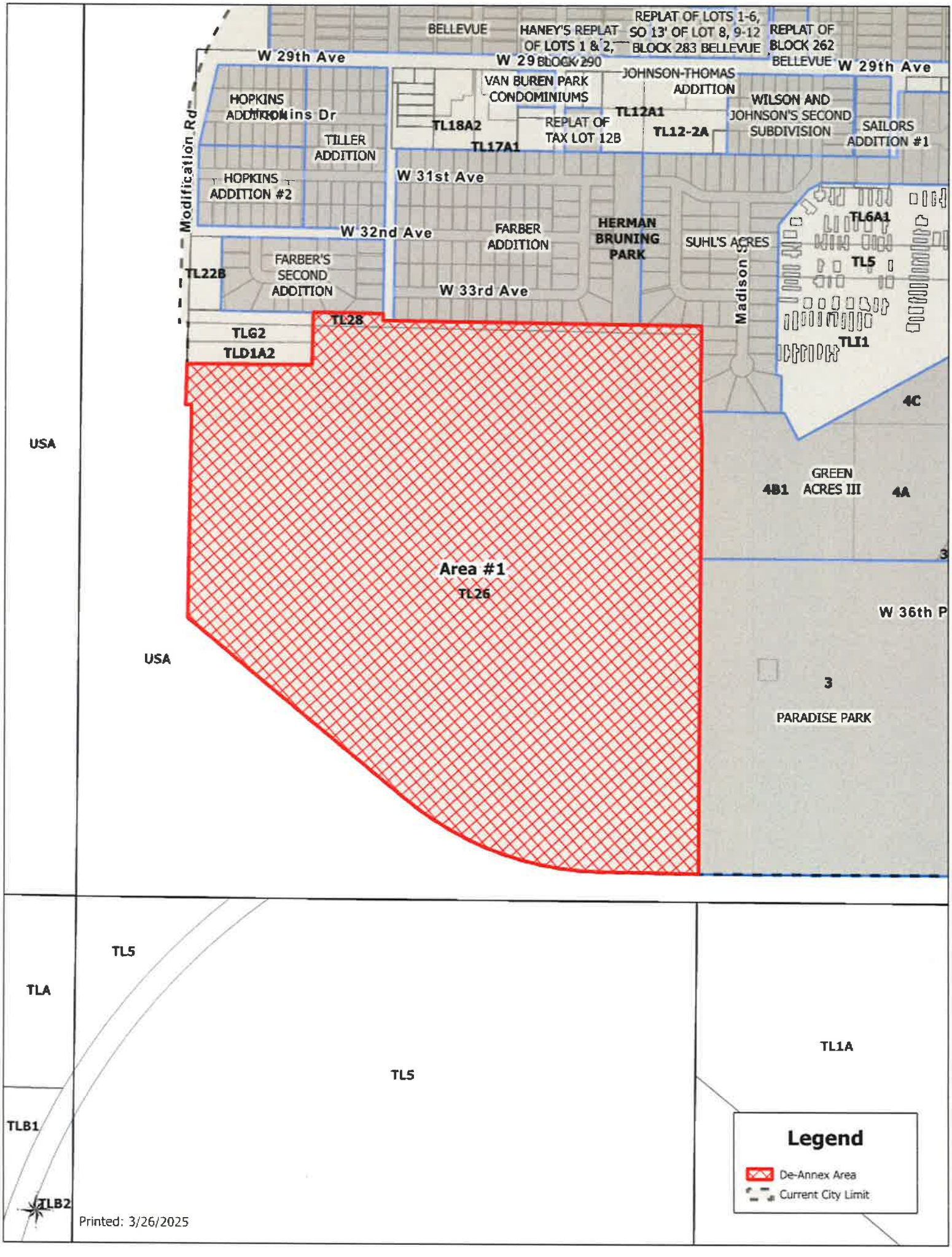
TO: Mayor Rusty Hike
Jim Ristow, City Administrator
City Council
FROM: Tammi Palm, Planning Director
DATE: March 25, 2025
RE: DETACHMENT OF OFFUTT AFB PROPERTY

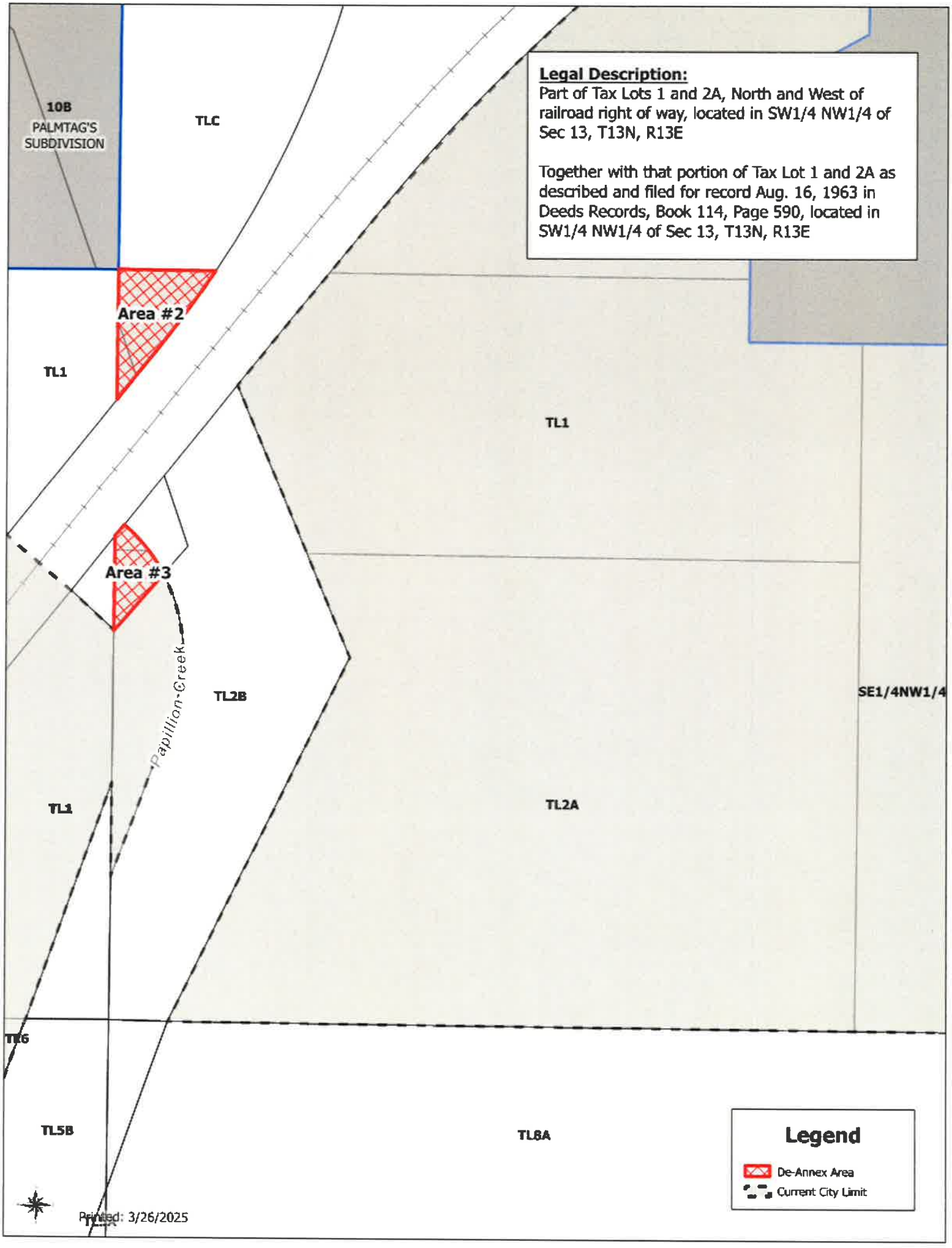
Offutt Air Force Base recently acquired Tax Lot 26, and part of Tax Lot 28 (1-13-13) from the Omaha Development Foundation. This property is located directly west of the Paradise Park and Green Acres developments. (Please refer to attached map with Area #1.)

This property was annexed by the city in 2019. Since it is now under Offutt ownership, base personnel have requested it be detached from city limits.

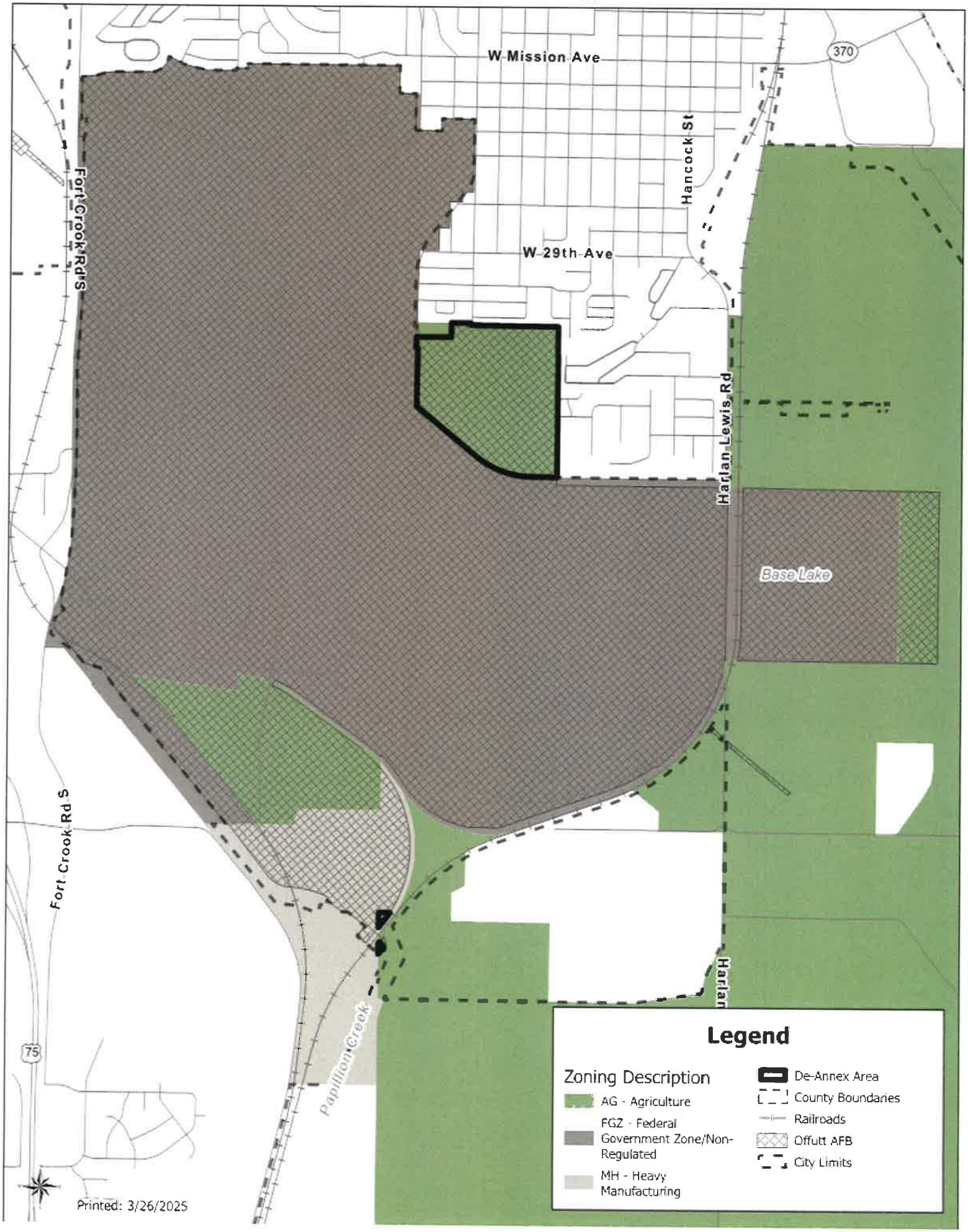
No other Offutt property is in the city limits or under the jurisdiction of the city. Subsequently, staff is recommending this property be detached.

In addition to the aforementioned property, staff realized a small parcel of Offutt property was inadvertently annexed in 2009 south of the Base. This parcel (divided by the railroad tracks) is labeled Area #2 and Area #3 on the attached maps. Staff is also recommending this parcel be detached.

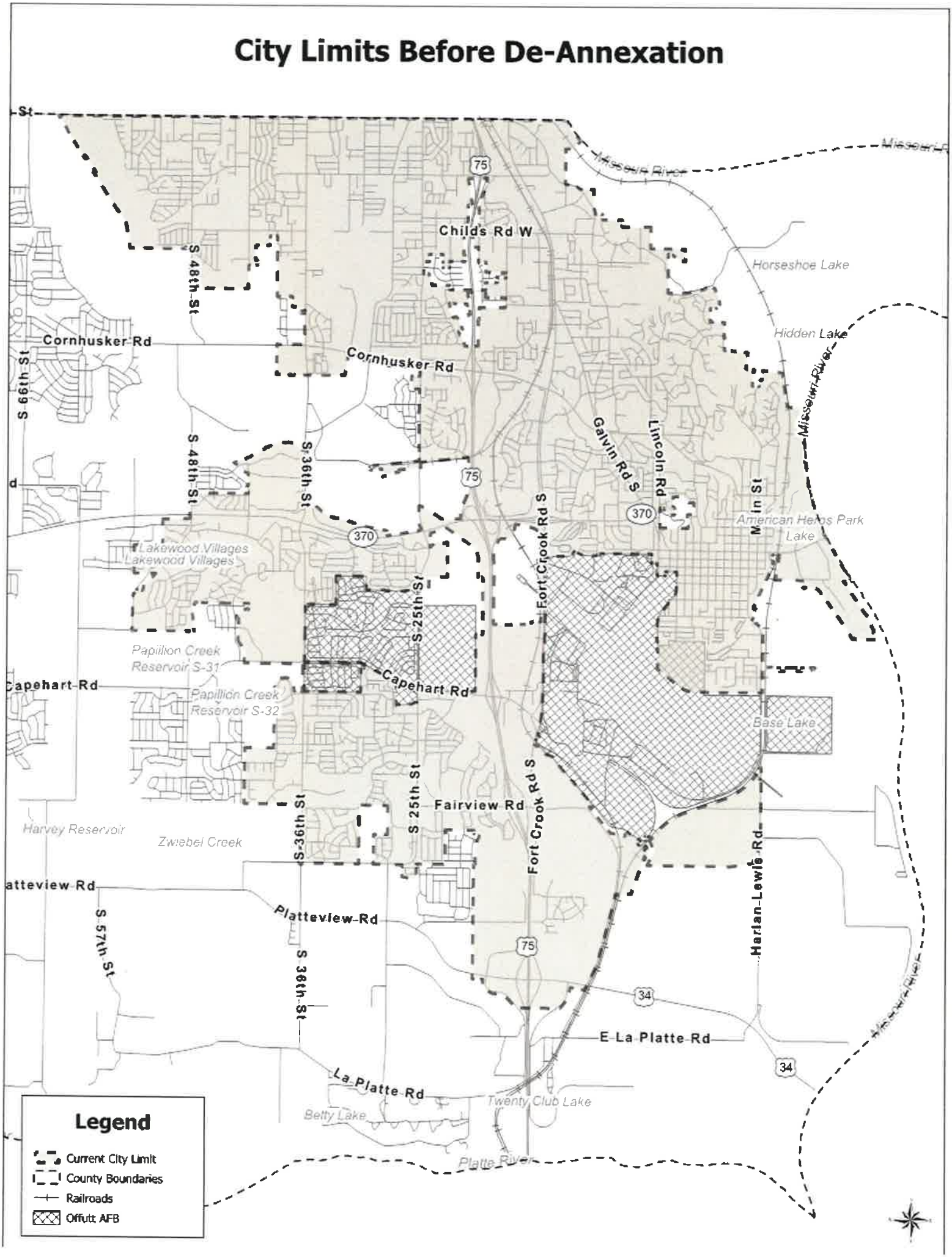

BELLEVUE
HANEY'S REPLAT OF LOTS 1 & 2, BLOCK 290
REPLAT OF LOTS 1-6, SO 13' OF LOT 8, 9-12 BLOCK 283 BELLEVUE
REPLAT OF BLOCK 262 BELLEVUE
W 29th Ave
W 29
W 29th Ave
JOHNSON-THOMAS ADDITION
VAN BUREN PARK CONDOMINIUMS
HOPKINS ADDITION
Hopkins Dr
TL18A2
TL12A1
REPLAT OF TAX LOT 12B
TL12-2A
WILSON AND JOHNSON'S SECOND SUBDIVISION
SAILORS ADDITION #1
TILLER ADDITION
TL17A1
Modification Rd
W 31st Ave
HOPKINS ADDITION #2
TL6A1
W 32nd Ave
FARBER ADDITION
HERMAN BRUNING PARK
SUHL'S ACRES
TL5
TL22B
FARBER'S SECOND ADDITION
W 33rd Ave
Madison St
TL28
TLG2
TLD1A2
TLI1
4C
USA
GREEN ACRES III
4B1
4A
Area #1
TL26
W 36th P
USA
3
PARADISE PARK
TL5
TLA
TL5
TL1A
TLB1
TLB2
Legend
De-Annex Area
Current City Limit
Printed: 3/26/2025


Legal Description:
Part of Tax Lots 1 and 2A, North and West of railroad right of way, located in SW1/4 NW1/4 of Sec 13, T13N, R13E
Together with that portion of Tax Lot 1 and 2A as described and filed for record Aug. 16, 1963 in Deeds Records, Book 114, Page 590, located in SW1/4 NW1/4 of Sec 13, T13N, R13E
10B
PALMTAG'S SUBDIVISION
TLC
Area #2
TL1
TL1
Area #3
Papillion Creek
TL2B
SE1/4NW1/4
TL1
TL2A
TL6
TL5B
TL8A
Legend
De-Annex Area
Current City Limit
Printed: 3/26/2025

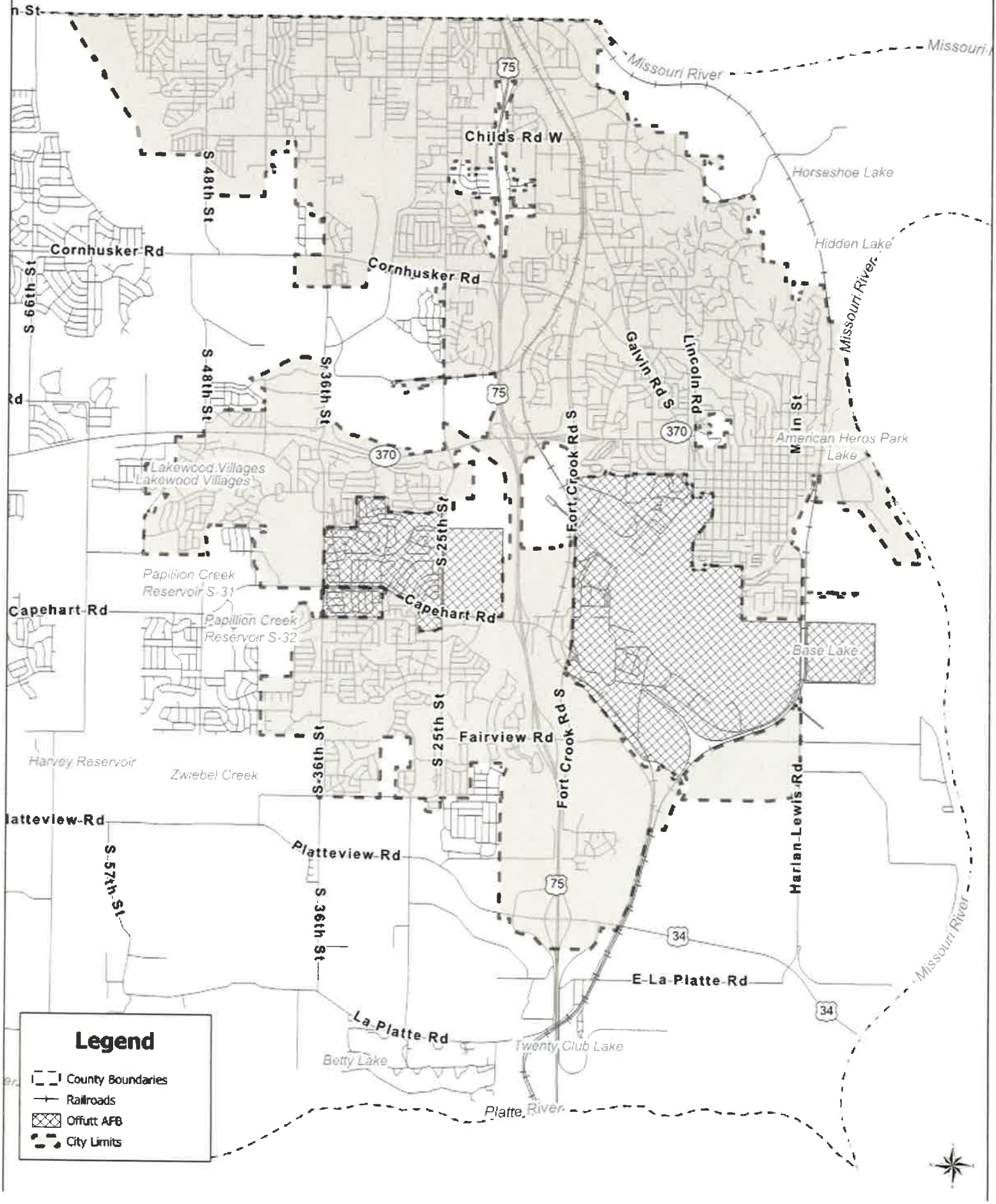
Current Zoning



City Limits Before De-Annexation



City Limits After De-Annexation



ORDINANCE NO. 4182

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

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

Section 1. Whereas, the owners of the land situated within and adjacent to the corporate limits of the City of Bellevue and more particularly described as follows:

Tax Lot 26 and Part of Tax Lot 28 Adjacent, located in the Southwest ¼ of Section 1, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and Part of Tax Lots 1 and 2A, North and West of railroad right of way, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, together with that portion of Tax Lot 1 and 2A as described and filed for record August 16, 1963, in Deeds Records, Book 114, Page 590, located in the Southwest 1/4 Northwest 1/4 of Section 13, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

have filed a request with the City Council that the property be detached from the city limits of the City of Bellevue, Nebraska, and the Council does hereby find that it would be advantageous and to the best interest of the City of Bellevue to detach said property from the city limits.

Section 2. Therefore, the lands and real estate as described in Section 1 of this ordinance are hereby wholly and entirely detached from the city limits of the City of Bellevue, Sarpy County, Nebraska, and shall no longer be or constitute any part of the City of Bellevue, Nebraska.

Section 3. All ordinances and parts of ordinances in conflict herewith shall be and the same hereby are repealed.

Section 4. This ordinance shall become effective after its passage, approval, and publication according to law.

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

_____
Mayor

ATTEST:

_____
City Clerk

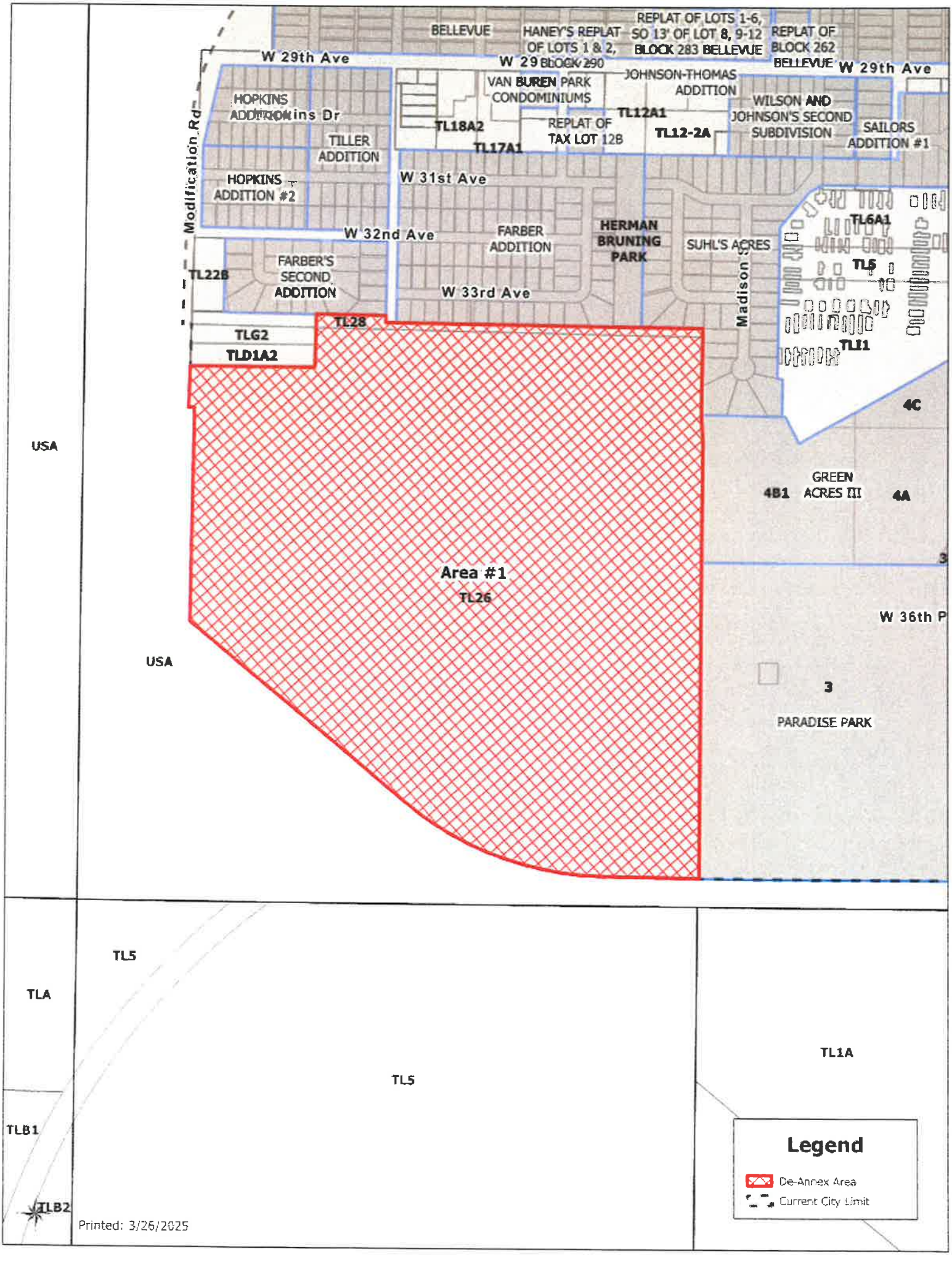
APPROVED AS TO FORM:

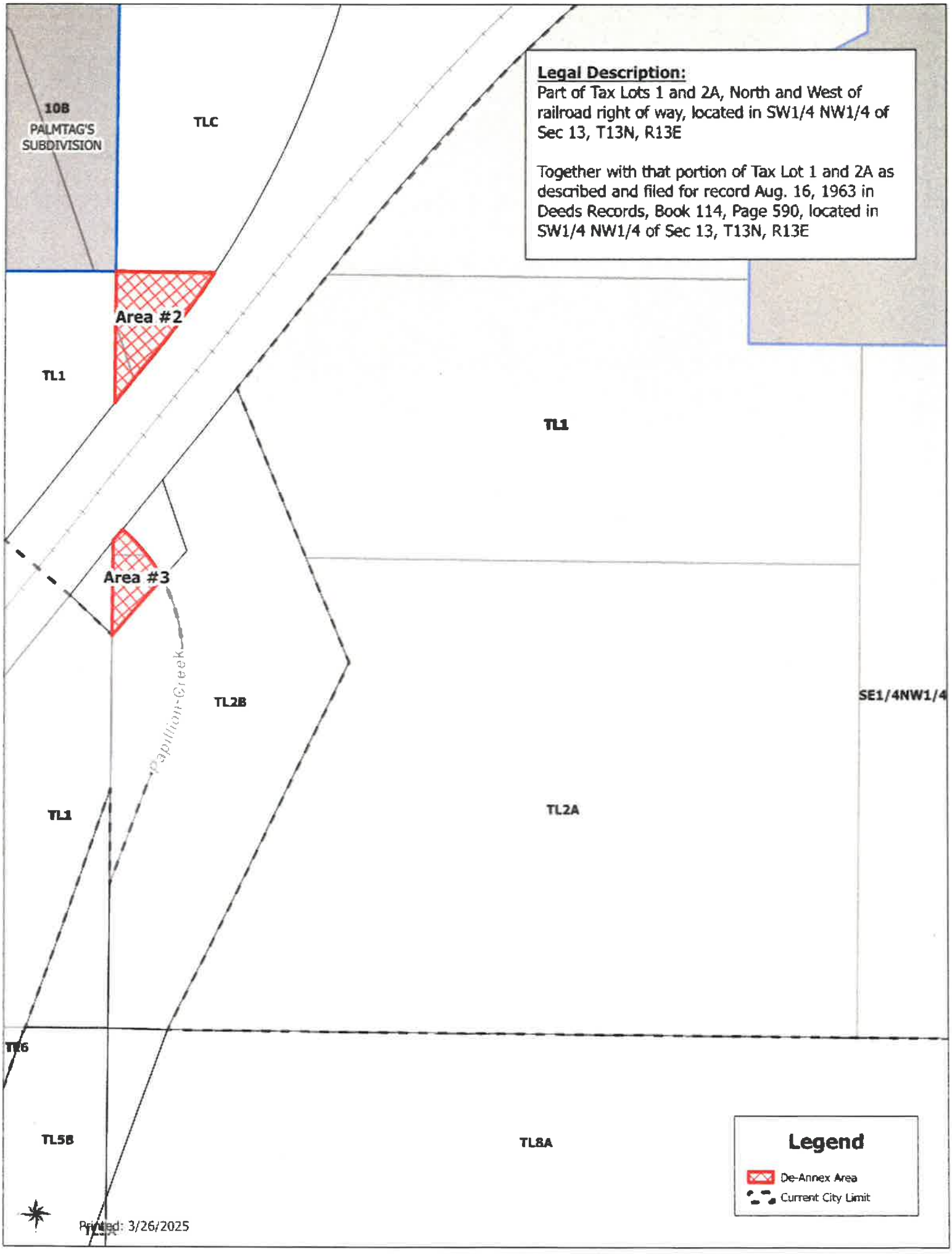
_____
City Attorney

First Reading _____

Second Reading _____

Third Reading _____


BELLEVUE
HANEY'S REPLAT OF LOTS 1 & 2, BLOCK 290
REPLAT OF LOTS 1-6, SO 13' OF LOT 8, 9-12 BLOCK 283 BELLEVUE
REPLAT OF BLOCK 262 BELLEVUE
W 29th Ave
W 29th Ave
W 29 BLOCK 290
JOHNSON-THOMAS ADDITION
VAN BUREN PARK CONDOMINIUMS
HOPKINS ADDITION
Hopkins Dr
TL18A2
TL17A1
REPLAT OF TAX LOT 12B
TL12A1
TL12-2A
WILSON AND JOHNSON'S SECOND SUBDIVISION
SAILORS ADDITION #1
TILLER ADDITION
HOPKINS ADDITION #2
Modification Rd
W 31st Ave
W 32nd Ave
FARBER ADDITION
HERMAN BRUNING PARK
SUHL'S ACRES
TL6A1
TL5
TL22B
FARBER'S SECOND ADDITION
W 33rd Ave
Madison St
TL28
TLG2
TLD1A2
TLI1
4C
USA
GREEN ACRES III
4B1
4A
Area #1
TL26
W 36th P
USA
3
PARADISE PARK
TL5
TLA
TL5
TL1A
TLB1
TLB2
Legend
De-Annex Area
Current City Limit
Printed: 3/26/2025


Legal Description:
Part of Tax Lots 1 and 2A, North and West of railroad right of way, located in SW1/4 NW1/4 of Sec 13, T13N, R13E
Together with that portion of Tax Lot 1 and 2A as described and filed for record Aug. 16, 1963 in Deeds Records, Book 114, Page 590, located in SW1/4 NW1/4 of Sec 13, T13N, R13E
10B
PALMTAG'S SUBDIVISION
TLC
Area #2
TL1
TL1
Area #3
Tapilton Creek
TL2B
SE1/4NW1/4
TL1
TL2A
TL6
TL5B
TL8A
Legend
De-Annex Area
Current City Limit
Printed: 3/26/2025

11b.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 1, 2025			SUBMITTED BY: Tammi Palm, Planning Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE	✔	PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS		OTHER	

SUBJECT:

Request to amend Section 9-3, Subsection (1) of the Bellevue Municipal Code to amend the Ward One boundary to account for de-annexation of Offutt AFB property. Applicant: City of Bellevue

SYNOPSIS/BACKGROUND:

We recently amended the Ward One boundary to take into account our latest annexations. After the new boundary was approved, a detachment of recently acquired Offutt AFB property was requested. The property Offutt has acquired is in Ward One, subsequently, the boundary needs to be amended again.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff is recommending approval of the amendment.

ATTACHMENTS:

1. Ordinance No. 4183	2. Ward One Map	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

ORDINANCE NO. 4183

AN ORDINANCE TO AMEND SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE TO PROVIDE FOR REVISED CITY COUNCIL WARD BOUNDARIES; TO REPEAL SUBSECTION (1) OF SECTION 9-3 OF THE BELLEVUE MUNICIPAL CODE AS HERETOFORE EXISTING REGARDING THE WARD ONE BOUNDARY; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 9-3, Subsection (1) of the Bellevue Municipal Code is hereby amended to read as follows:

There shall exist within the city six wards for the election of members to the city council, each ward to be represented by one member whose term shall commence and expire as previously established by the city. Pursuant to section 32-553 of the laws of the State of Nebraska, the boundaries for each ward are hereby revised as set forth in this chapter.

(1) Ward One.

a. Ward 1 shall contain the part of the City of Bellevue beginning at the intersection of Galvin Road and Harlan Drive, south and east along Galvin Road to Lincoln Road, south along Lincoln Road to 24th Avenue, east along 24th Avenue to Calhoun Street, south along Calhoun Street to Modification Road, south and west along Modification Road to 29th Avenue, east along 29th Avenue to the east Bellevue city limit, south along the east Bellevue city limit to the south Bellevue city limit, north along the west Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to Modification Road, north and east along Modification Road to Calhoun Street, north along Calhoun Street to the south Bellevue city limit, west along the south Bellevue city limit to Fort Crook Road, south along Fort Crook Road to the east Bellevue city limit, south along the east Bellevue city limit to 5th Street, south along 5th Street to the south Bellevue city limit, west along the south Bellevue city limit to the west Bellevue city limit, north along the west Bellevue city limit to the south Bellevue city limit, west along the south Bellevue city limit to Schneekloth Road, west along Schneekloth Road to 36th Street, north along 36th Street to Blackhawk Drive, east along Blackhawk Drive to Lone Tree Road, east along Lone Tree Road to Blackhawk Drive, east along Blackhawk Drive to 25th Street, north along 25th Street to Capehart Road, east along Capehart Road to the west Bellevue city limit, north along the west Bellevue city limit to Fort Crook Road, north along Fort Crook Road to Harlan Drive, east along Harlan Drive to the point of beginning; and

b. The part of the City of Bellevue to the south of Offutt Air Force Base and east of Fort Crook Road.

Section 2. That Section 9-3, Subsection (1) of the Bellevue Municipal Code as heretofore existing is hereby repealed.

Section 3. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of the ordinance by the city council.

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

APPROVED AS TO FORM:

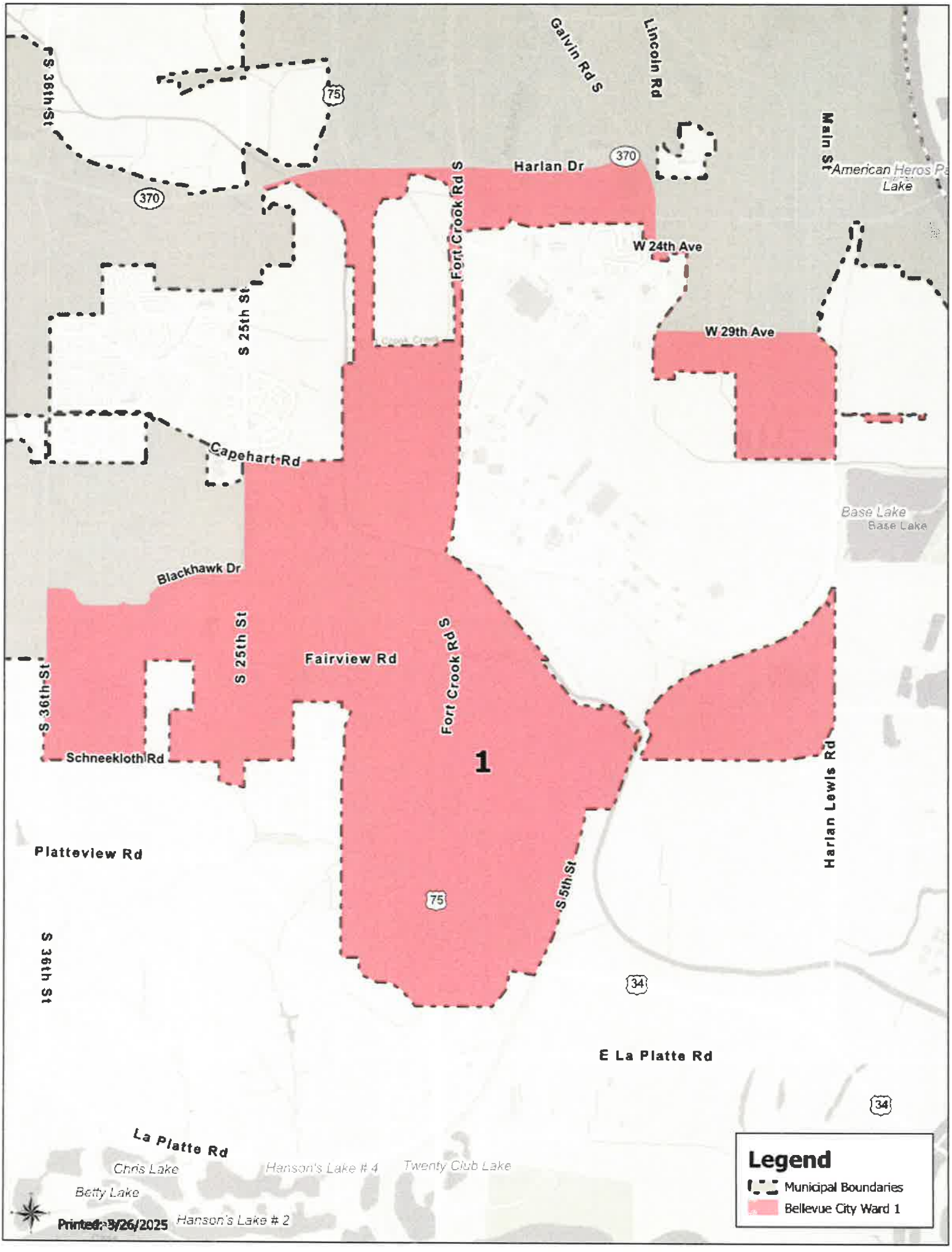
_____
City Attorney

ATTEST

_____
City Clerk

_____
Mayor

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


Galvin Rd S
Lincoln Rd
S 36th St
75
370
Harlan Dr
370
Main St
American Heros Pa
Lake
Fort Crook Rd S
W 24th Ave
S 25th St
W 29th Ave
Capehart Rd
Base Lake
Base Lake
Blackhawk Dr
S 25th St
Fairview Rd
Fort Crook Rd S
S 36th St
1
Schneekloth Rd
Harlan Lewis Rd
Platteview Rd
75
S 5th St
S 36th St
34
E La Platte Rd
34
La Platte Rd
Chris Lake
Hanson's Lake # 4
Twenty Club Lake
Betty Lake
Hanson's Lake # 2
Printed: 9/26/2025
Legend
Municipal Boundaries
Bellevue City Ward 1

12a.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 15, 2025			SUBMITTED BY: David Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE	✓	PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS		OTHER	

SUBJECT:

Street/Alley Vacation Application (SV-2502-03) Between 18th & 20th Street

SYNOPSIS/BACKGROUND:

Request to vacate all of the right of way between LOTS 1-6 BLOCK 1 EXC W 10 FT SWIFT PLACE, LOTS 7-10 EXC W 10 FT & LOTS 11-12 BLOCK 1 SWIFT PLACE other side LOTS 1-2 & 23 BLOCK 4 SWIFT PLACE, LOTS 3-5 BLOCK 4 SWIFT PLACE, LOTS 6-11 & 12B BLOCK 4 SWIFT PLACE

FISCAL IMPACT:: 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the request to vacate all of the right of way within the limits between 18th & 20th Street, a platted and recorded addition to Sarpy County, Nebraska.

ATTACHMENTS:

1. Ordinance 4184
2. Application
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

ORDINANCE NO. 4184

AN ORDINANCE TO VACATE THAT PART OF THE ALLEY RIGHT-OF-WAY DESCRIBED AS BETWEEN LOTS 1-6 BLOCK 1 EXC W 10FT SWIFT PLACE, LOTS 7-12 EXC W 10 FT & LOTS 11-12 BLOCK 1 SWIFT PLACE AND LOTS 1-2 & 23 BLOCK 4 SWIFT PLACE, LOTS 3-5 BLOCK 4 SWIFT PLACE, LOTS 6-11 & 12B BLOCK 4 SWIFT PLACE, BELLEVUE, A SUBDIVISION IN SARPY COUNTY, NEBRASKA WITH TITLE THERETO VESTING IN THE ABUTTING PROPERTY OWNER AND TO PROVIDE AN EFFECTIVE DATE THEREFORE.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bellevue, Nebraska:

Section 1: That pursuant to the authority and provisions of Neb. Rev. Stat. §16-611, the following described portion of alley right-of-way should be and same hereby is vacated, subject to the reservations stated below; that retaining title to such property is not in the best interest of the City of Bellevue, and that pursuant to §16-611, title to such property shall vest in the abutting property owner:

> THAT PART OF THE ALLEY RIGHT-OF-WAY DESCRIBED AS BETWEEN LOTS 1-6 BLOCK 1 EXC W 10FT SWIFT PLACE, LOTS 7-12 EXC W 10 FT & LOTS 11-12 BLOCK 1 SWIFT PLACE AND LOTS 1-2 & 23 BLOCK 4 SWIFT PLACE, LOTS 3-5 BLOCK 4 SWIFT PLACE, LOTS 6-11 & 12B BLOCK 4 SWIFT PLACE.

Section 2: Attached hereto and incorporated is Exhibit "A" depicting the right-of-way to be vacated.

Section 3: Pursuant to Neb. Rev. Stat. §16-611 there is reserved to the City the right to maintain, operate, repair and renew public utilities existing at the time title to the property is vacated;

and there is reserved to the City, to any public utilities and to any cable television systems the right to maintain, repair, renew, and operate water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances, including lateral connections or branch lines, above, on or below the surface of the ground that are existing as valid easements at the time title to the property is vacated for the purposes of serving the general public or the abutting properties and to enter upon the premises to accomplish such purposes at any and all reasonable times;

and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired or permitted by the City or such other utility and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes and crops and all structures upon the premises, including, but not

limited to, buildings, walls, fences, drives and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

Section 4. The City shall retain the right to all easements.

Section 5. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 6. This ordinance shall become effective after its passage, approval and publication according to law.

Passed and approved this _____ day of April, 2025.

ATTEST: CITY OF BELLEVUE, NEBRASKA

_____ _____

City Clerk Mayor

APPROVED AS TO FORM:

_____

City Attorney

First Reading: _____

Second Reading: _____

Third Reading: _____

Application Number: SV-2502-03

Date of Application: 2/17/2025

Public Works Department
1500 Wall Street
Bellevue, NE 68005
Ph: 402-293-3025

STREET/ALLEY VACATION APPLICATION

Name: Robert Mueting

Address: 7415 S 20th Street (Street) Bellevue, NE 68147 (City/State/Zip Code)

Phone Number: 402-659-3300

Briefly state the reason for this request: To vacate easement to create more land. space.

Legal description of street/alley to be vacated: 50 ft alley between 7400 Block between S 20th Street and S. 18th St. Between LOTS 1-6 BLOCK 1 EXC W 10FT SWIFT PLACE, LOTS 7-12 EXC W 10 FT & LOTS 11-12 BLOCK 1 SWIFT PLACE AND LOTS 1-2 & 23 BLOCK 4 SWIFT PLACE, LOTS 3-5 BLOCK 4 SWIFT PLACE, LOTS 6-11 & 12B BLOCK 4 SWIFT PLACE

Please attach a copy of the Street / Alley Vacation Petition as required.

Signature of Applicant

Docusign Envelope ID: A83B6A68-2A67-46A1-AFAA-43B39CC2EB61

Signed above.

Signature of Applicant

STREET / ALLEY VACATION PETITION

Please read the following carefully:

The following information is required by the Public Works Department and is to assist you in the property preparation of this petition by calling your attention to the following requirements:

1. Only the signature of the legal owner (s) whose property abuts the street or alley to be vacated is valid.

2. The person who signs the petition must be *recorded property owners* as listed in the Book of Deeds in the Sarpy County Register of Deeds Office. Ownership will be verified by the Public Works Department.

We, the undersigned owners of property, representing more than 75% of the abutting property, hereby ask and petition that the necessary action be taken to vacate: _____

Signed by: Robert Mueting — Robert Mueting

DocuSigned by: — Michael LeFevre

Signed by: — Carlos Diaz

and we, hereby respectively waive any and all damages, or claims for damages, by reason of said vacating.

NAME OF OWNER	DATE SIGNED	DESCRIPTION OF PROPERTY
Robert Mueting	2/14/2025	**7415 S 20th Street**
Michael Lefevre	2/15/2025	**1815 Josephine Street**
Carlos Diaz	2/16/2025	**7406 S 18Th Street**

Docusign Envelope ID: A83B6A68-2A67-46A1-AFAA-43B39CC2EB61

STREET / ALLEY VACATION AGREEMENT

That portion of the street/alley platted in _____

_____

_____

located in the _____Bellevue_____, Sarpy County, Nebraska, be, and hereby is, vacated; the vacating of the property herein described, and the reversion thereof, pursuant to applicable law, shall be subject to the conditions and limitation that there is reserved to the City of Bellevue the right to maintain, operate, repair and renew sewers now existing therein and in the future to construct, maintain, repair and renew additional or other sewers; and also the right to authorize the public utilities and cable television systems to construct, maintain, repair, or renew and operate now or hereafter installed water mains, gas mains, pole lines, conduits, electrical transmission lines, sound and signal transmission lines, and other similar services and equipment and appurtenances above, on and below the surface of the ground for the purpose of serving the general public or abutting property; and the right so reserved shall also include such lateral connection or branch lines as may be ordered, desired, or permitted by the City of Bellevue or such other utility, and to enter upon the premises to accomplish the above purposes at any and all times. All vegetation upon the premises, including but not limited to, trees, bushes, and crops, and all structures upon the premises, including but not limited to, buildings, walls, fences, drives, and walks, may be damaged or removed as necessary in the exercise of the rights herein reserved without compensation to any person.

SARPY COUNTY NEBRASKA

7415 S 18th St - Alley Vacation



0 200 400 ft

Map Scale 1: 2257

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



Notes Vacate alley between 18th and 20th St

SARPY COUNTY NEBRASKA GIS

7415 S 18th St - Alley Vacation



0 200 400 ft

Map Scale 1: 2257

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Notes Vacate alley between 18th and 20th St

EXHIBIT "A"

13a.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 6 , 2025			SUBMITTED BY: Tammi Palm, Planning Director		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Request to rezone Lots 1 and 2, Mr. T's Addition Replat II , being a replat of Lot 1, Dvorsky's Commercial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, from BG and ML to BG and ML for the purpose of commercial development; small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width. Applicant: John Howell. General location: South 36th Street and Cornhusker Road.

SYNOPSIS/BACKGROUND:

John Howell is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Mr. T's Addition Replat II, for the purpose of commercial development. The developer has acquired a 9,260-square-foot section of land that will be used as a cross access drive between the two lots. This 9,260-square-foot section is currently zoned ML. With approval of the rezoning and small subdivision requests, this section will be rezoned to BG and replatted to become a part of Lot 1, Mr. T's Addition Replat II. This request will not change the zoning designations already existing. Proposed Lot 1 will remain BG and proposed Lot 2 will remain ML.

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:

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1.	PC Recommendation	2.	Staff Report	3.	Ord. No. 4185
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: John Howell

CASE #'s: Z-2503-04, S-2503-07

CITY COUNCIL HEARING DATE: May 20, 2025

REQUEST: to rezone Lots 1 and 2, Mr. T's Addition Replat II , being a replat of Lot 1, Dvorsky's Commercial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, from BG and ML to BG and ML for the purpose of commercial development; small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width.

On April 24, 2025, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: April 24, 2025

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: Z-2503-04
S-2503-07

FOR HEARING OF:
REPORT #1: April 24, 2025
REPORT #2: May 20, 2025

I. GENERAL INFORMATION

A. APPLICANT:

John Howell, Lamp Rynearson
14710 W. Dodge Road, Ste. 100
Omaha, NE 68154

B. PROPERTY OWNERS:

QuikTrip Corporation
Attn: Tara Limbach
4705 South 129th E Avenue
Tulsa, OK 74134

C. GENERAL LOCATION:

South 36th Street and Cornhusker Road

D. LEGAL DESCRIPTION:

Lots 1 and 2, Mr. T's Addition Replat II, being a replat of Lot 1, Dvorsky's Commercial Industrial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, located in the Northeast ¼ of Section 29, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Mr. T's Addition Replat II from BG and ML to BG and ML for the purpose of a commercial development.

2. Small Subdivision Plat Lots 1 and 2, Mr. T's Addition Replat II.

3. Waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width.

F. EXISTING ZONING AND LAND USE:

BG/Vacant.

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and small subdivision plat for commercial development.

H. SIZE OF SITE:

The lot is approximately 6 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is presently vacant and covered in vegetation and Lot 2 is presently developed with Lockbox Storage

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Cornhusker Road right-of-way
2. **East:** Multi-family residential/RG-20-PS
3. **South:** Industrial/ML
4. **West:** Trees, Shrubs & More/BG and AG

C. REVELANT CASE HISTORY:

1. On April 24, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Mr. T's Addition Replat II, being a replat of Lot 1, Dvorsky's Commercial Industrial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, located in the Northeast ¼ of Section 29, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BG and ML to BG and ML for the purpose of commercial development; and small subdivision plat Lots 1 and 2, Mr. T's Addition Replat II; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width.

D. APPLICABLE REGULATIONS:

1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.

2. Section 527, Zoning Ordinance, regarding ML uses and requirements.

3. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

4. Waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width of lots over three (3) to one (1).

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. MAPA traffic data indicates 29,000 vehicles per day through the intersection of Cornhusker Road and South 36th Street.

2. The property will have access from a shared drive off South 36th Street.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. John Howell has submitted a request for approval of a rezoning for Lots 1 and 2, Mr. T's Addition Replat II, from BG and ML to BG and ML, for commercial development, and a small subdivision plat for Lots 1 and 2, Mr. T's Addition Replat II.

2. Mr. Howell has acquired a 9,620-square-foot section of land that will be used as a cross access drive between the two lots. This 9,620-square-foot section is currently zoned ML. With the approval of the rezoning and small subdivision requests, this section would be rezoned to BG and replatted to become a part of Lot 1, Mr. T's Addition Replat II.

3. This request would not change the zoning designations already existing. Proposed Lot 1 will remain BG and proposed Lot 2 will remain ML.

4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director/designee, Sarpy County

Public Works Department, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, and Jeremy Bender, Sarpy County Public Works Engineer, requested technical revisions regarding the small subdivision plat. The applicant's surveyor has made the requested revisions.

No other comments were received on this case.

5. The applicant is also requesting a waiver of Section 6-7 (7), Subdivision Regulations, regarding lot standards for excessive depth in relation to width of lots over three (3) to one (1). This request pertains to proposed Lot 2, Mr. T's Addition Replat II. The existing configuration of the property already exists; therefore, staff has no objections to the requested waiver.

6. The Future Land Use Map of the Comprehensive Plan shows this area as commercial and light industry. The applicant's request is in conformance with the Comprehensive Plan.

7. The small subdivision plat and rezoning do not impact the existing land use or change what can be built on the properties.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Small subdivision plat received April 07, 2025
4. As-built plot plan received March 07, 2025

5. Zoning exhibit received March 07, 2025
6. Letter from the applicant received March 10, 2025
7. Letter from Robert Kramer received April 21, 2025

VII. COPIES OF REPORT TO:

1. Lamp Rynearson (John Howell)
2. QuikTrip Corporation (Tara Limbach)
3. Public Upon Request

Assistant Planning Manager

Planning Director Date of Report 04/29/25

SARPY COUNTY
NEBRASKA

S 36th Street & Cornhusker Rd



0 150 300 ft

Map Scale 1: 1901

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Notes

SARPY COUNTY
NEBRASKA

S 36th Street & Cornhusker Rd



0 150 300 ft

Map Scale 1: 1901

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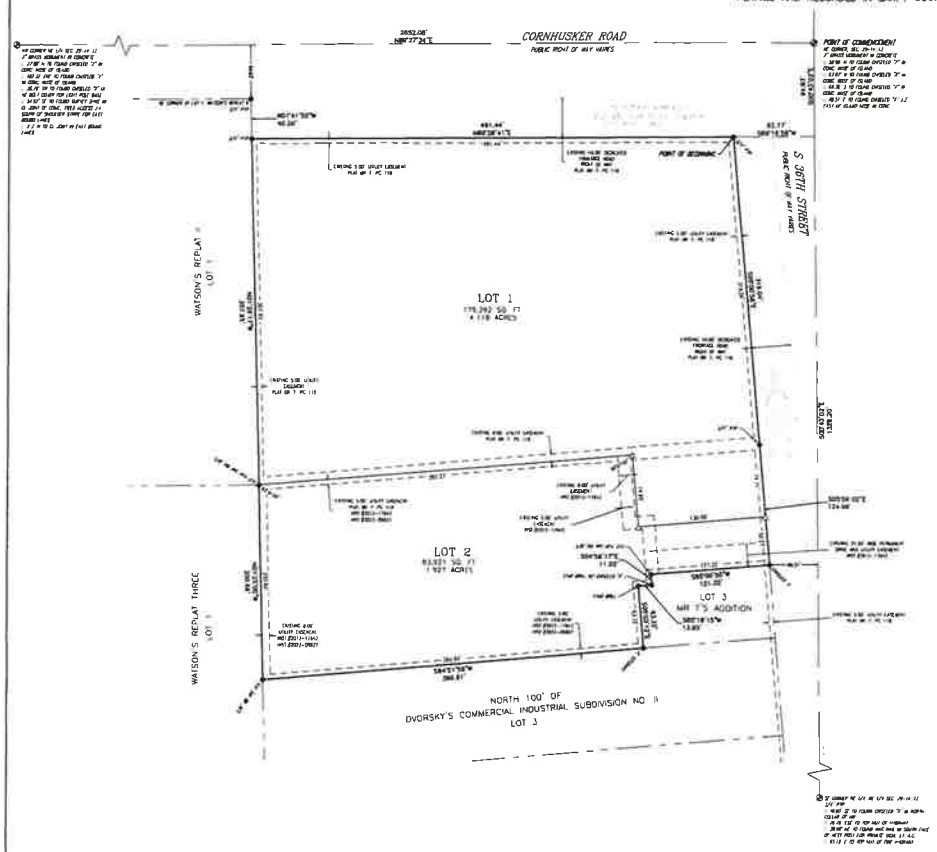
Notes

MR. T'S ADDITION REPLAT II

LOTS 1 & 2

BEING A REPLATTING OF LOT 1, DVORSKY'S COMMERCIAL INDUSTRIAL SUBDIVISION NO. II, TOGETHER WITH LOT 1, MR T'S ADDITION REPLAT 1, BOTH SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA

RECEIVED
APR 07 2025
PLANNING DEPT.



SCALE: 1" = 60' INTERNATIONAL FEET

LEGEND

- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- SECTION LINE
- RIGHT OF WAY
- EASEMENT
- YPC YELLOW PLASTIC CAP
- RB REBAR
- PKF PINCHED TOP PIPE
- ★ CORNER FOUND
- △ CORNER SET (5/8" RB W/ 1 1/4" YPC STAMPED LS-857)
- ● SECTION CORNER

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES
3. ALL ANGLES ARE 90° UNLESS NOTED
4. ALL EXISTING EASEMENTS ARE NOT BEING RESEDICATED AND ARE SHOWN FOR REFERENCE ONLY

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAND SURVEYOR'S REGULATION ACT THAT THIS PLAT, MAP, SURVEY OR REPORT WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THE SURVEY AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE AND CORRECT AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS (5/8" REBAR W/ 1 1/4" YELLOW PLASTIC CAPS STAMPED LS-857) WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS MR T'S ADDITION REPLAT II, LOTS 1 & 2, BEING A REPLATTING OF LOT 1, DVORSKY'S COMMERCIAL INDUSTRIAL SUBDIVISION NO II, TOGETHER WITH LOT 1, MR T'S ADDITION REPLAT 1, BOTH SUBDIVISIONS AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA THE PERIMETER DESCRIBED AS FOLLOWS

COMMENCING AT A 2" BRASS CAP MONUMENT AT THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA;
THENCE SOUTH 00°43'02" EAST, (BEARINGS REFERENCED TO THE DOUGLAS/SARPY COUNTY LOW DISTORTION COORDINATE SYSTEM) FOR 94.93 FEET ON THE EAST LINE OF SAID SECTION 29;
THENCE SOUTH 89°18'58" WEST FOR 82.77 FEET TO A 3/4" PINCH TOP PIPE AT THE NORTHEAST CORNER OF SAID LOT 1, DVORSKY'S COMMERCIAL INDUSTRIAL SUBDIVISION NO II, AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 03°00'56" EAST FOR 316.01 FEET TO A 3/4" PINCH TOP PIPE AT THE SOUTHEAST CORNER OF SAID LOT 1 AND THE NORTHEAST CORNER OF LOT 1, MR T'S ADDITION REPLAT 1;
THENCE SOUTH 03°08'03" EAST FOR 124.98 FEET ON THE EAST LINE OF SAID LOT 1, MR T'S ADDITION REPLAT 1, TO A CHISELED "X" AT THE SOUTHEAST CORNER THEREOF, ALSO BEING THE NORTHEAST CORNER OF LOT 3, MR T'S ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA;
THENCE ON THE NORTH AND WEST LINE OF SAID LOT 3, FOR THE FOLLOWING FOUR (4) COURSES
1. THENCE SOUTH 85°00'55" WEST FOR 121.52 FEET ON THE NORTH LINE OF SAID LOT 3, TO A 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED HFA 373;
2. THENCE SOUTH 04°56'17" EAST FOR 11.02 FEET TO A STAR DRILL WITH CHISELED "X";
3. THENCE SOUTH 85°18'15" WEST FOR 13.93 FEET TO A STAR DRILL;
4. THENCE SOUTH 03°03'12" EAST FOR 83.33 FEET TO A CHISELED "X" AT THE SOUTHWEST CORNER OF SAID LOT 3, AND THE SOUTHEAST CORNER OF SAID LOT 1, MR T'S ADDITION REPLAT 1;
THENCE SOUTH 84°51'59" WEST FOR 389.81 FEET TO A 5/8" REBAR WITH YELLOW PLASTIC CAP 513 AT THE SOUTHWEST CORNER OF SAID LOT 1, MR T'S ADDITION REPLAT 1;
THENCE NORTH 01°25'00" WEST FOR 200.66 FEET TO A 5/8" REBAR WITH YELLOW PLASTIC CAP STAMPED HFA 373 AT THE NORTHWEST CORNER OF SAID LOT 1, MR T'S ADDITION REPLAT 1 AND THE SOUTHWEST CORNER OF SAID LOT 1, DVORSKY'S COMMERCIAL INDUSTRIAL SUBDIVISION NO II;
THENCE NORTH 01°26'17" WEST FOR 357.85 FEET TO A 3/4" PINCH TOP PIPE AT THE NORTHWEST CORNER OF SAID LOT 1, DVORSKY'S COMMERCIAL INDUSTRIAL SUBDIVISION NO II;
THENCE NORTH 89°28'41" EAST FOR 491.44 FEET TO THE POINT OF BEGINNING
CONTAINS 8.045 ACRES

JOHN T. HOWELL, LS-857

DATE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, QUINTRP CORPORATION AND W I I COMMUNISHER, LLC, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS MR. T'S ADDITION REPLAT II, LOTS 1 & 2. DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS SHOWN HEREON FOR THE STATED PURPOSE FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREAS. THIS GRANT OF EASEMENT SHOWN HEREON SHALL NOT IN ANY WAY BE CONSTRUED TO PASS TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE TO THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS

PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS UNITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND 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 RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-(5)FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AND AN EIGHT-(8)FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS (THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SUBDIVIDED, PLATTED, AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED

FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PROVIDER, AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-(5)FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES. ALL LOTS AND PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED

QUINTRP CORPORATION, OWNER

JASON MCGRAD
REGIONAL DIRECTOR OF REAL ESTATE

W I I COMMUNISHER, LLC, OWNER

CODY MCCRECOR (PRINTED TITLE)

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF MR T'S ADDITION REPLAT II, LOTS 1 & 2, WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS

_____ DAY OF _____ 20____

SARPY COUNTY SURVEYOR/ENGINEER

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF MR T'S ADDITION REPLAT II, LOTS 1 & 2, WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION

_____ DAY OF _____ 20____

CHAIRMAN

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE THIS

_____ DAY OF _____ 20____

SARPY COUNTY TREASURER

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF MR T'S ADDITION REPLAT II, LOTS 1 & 2, WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF BELLEVUE NEBRASKA THIS

_____ DAY OF _____ 20____

THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAY OF THE ABOVE DATE

MAYOR
ATTEST

CITY CLERK

ACKNOWLEDGEMENT OF NOTARIES

STATE OF KANSAS } SS
COUNTY OF JOHNSON }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____ 20____

BY JASON MCGRAD, REGIONAL DIRECTOR OF REAL ESTATE OF QUINTRP CORPORATION, ON BEHALF OF THE CORPORATION.

SIGNATURE OF NOTARY PUBLIC

STATE OF NEBRASKA } SS
COUNTY OF _____ }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____ 20____

BY CODY MCCRECOR, _____ (PRINTED TITLE) OF W I I COMMUNISHER, LLC,

A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY

SIGNATURE OF NOTARY PUBLIC

LAMP RYNEARSON

LAMPRYNEARSON.COM

OMAHA, NEBRASKA

FORT COLLINS, COLORADO

KANSAS CITY, MISSOURI

SMALL SUBDIVISION PLAT

MR. T'S ADDITION REPLAT II
SARPY COUNTY, NEBRASKA

811 Know what's below. Call before you dig.

REVISIONS

DESIGNER / DRAFTER
JOHN HOWELL / RACHEL RONNECKER
DATE
4/1/2025
PROJECT NUMBER
013181.01
BOOK AND PAGE

SHEET
1 OF 1

SITE IMPROVEMENTS

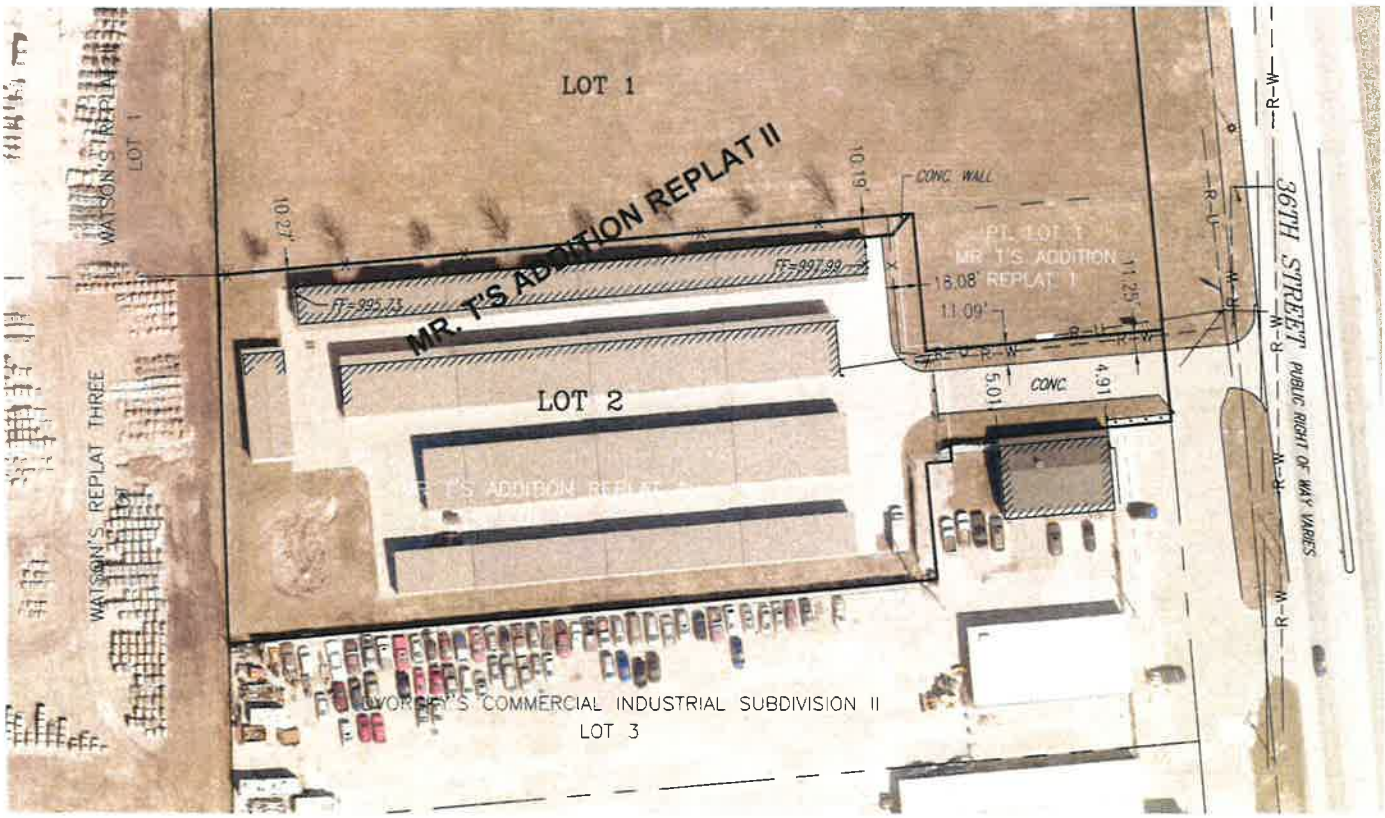
LEGEND

- BOUNDARY LINE
- LOT LINE
- RIGHT OF WAY
- SECTION LINE
- RECORD WATER (M.U.D.)
- RECORD UTILITY (USIC)
- FENCE
- BUILDING
- WATER VALVE
- FIRE HYDRANT
- GATE ACCESS PAD
- BOLLARD

0 100'

SCALE: 1"= 100'
INTERNATIONAL FEET

RECEIVED
MAR 07 2025
PLANNING DEPT.



LAMP RYNEARSON

LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD. STE. 100 (402) 496 2498
NE AUTH. NO. CA0130

FORT COLLINS, COLORADO
4715 INNOVATION DR., STE. 100 (970) 226 0342

KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE. 200 (816) 361 0440
MO AUTH. NO. E-2013011903 | LS-2019043127

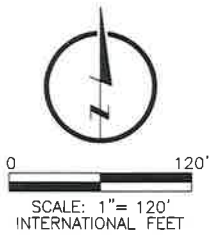
DESIGNER / DRAFTER	JSH/RER
REVIEWER	JOHN HOWELL
PROJECT NUMBER	0124125
DATE	3/5/2025
SURFACE LOCATION	
BOOK AND PAGE	

SITE IMPROVEMENTS EXHIBIT

L:\Engineering\0124125 QuikTrip No584 36th and Cornhusker Rd\SURVEY\DRAWINGS\EXHIBITS\0124125-EXH-03.dwg, 3/5/2025 12:52:21 PM, RACHEL RENNECKER, LAMP RYNEARSON

ZONING EXHIBIT

RECEIVED
MAR 07 2025
PLANNING DEPT.



CORNHUSKER ROAD
PUBLIC RIGHT OF WAY

WATSON'S REPLAT II
LOT 1

LOT 1
CURRENT: BG
PROPOSED: BG

36TH STREET
PUBLIC RIGHT OF WAY

MR. T'S ADDITION REPLAT II

CURRENT: ML
PROPOSED: BG

LOT 2
CURRENT: ML
PROPOSED: ML

WATSON'S REPLAT THREE
LOT 1

DVORSKY'S COMMERCIAL INDUSTRIAL SUBDIVISION II
LOT 3

L:\Engineering\0124125 QuikTrip No584 36th and Cornhusker Rd\SURVEY\DRAWINGS\EXHIBITS\0124125-ZONING EXH.dwg, 3/4/2025 10:14:16 AM, RACHEL RENNECKER, LAMP RYNEARSON

LAMP RYNEARSON
LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD., STE. 100 (402) 496 2498
NE AUTH. NO. CA0130

FORT COLLINS, COLORADO
4715 INNOVATION DR., STE. 100 (970) 226 0342

KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE. 200 (816) 361 0440
MO AUTH. NO. E-2013011903 | LS-2019043127

DESIGNER / DRAFTER	JSH/RER
REVIEWER	JOHN HOWELL
PROJECT NUMBER	0124125
DATE	3/4/2025
SURFACE LOCATION	
BOOK AND PAGE	

ZONING
EXHIBIT

March 6th, 2025

Angela Curry
Planning Department
City of Bellevue

RE: QuikTrip 584
Cornhusker Road & 36th Street, Bellevue, NE
Zoning Justification

Dear Ms. Curry,

QuikTrip has applied to rezone a piece of Mr. T's Lot. We acquired this piece of land to have a cross-access drive between our lots and provide our customers with access to the 36th Street.

QuikTrip is requesting to rezone everything on Lot 1 to BG (business general) to conform with city regulations. Mr. T's Lot 2 will remain ML (light manufacturing) as it is today, and this already complies with city zoning regulations.

Our team will then replat both properties. We appreciate the city being willing to work with our development to find a solution for both businesses to thrive as well as improving the connectivity in the area. Thank you for consideration of this request. If you have any questions please feel free to reach out to me directly.

Sincerely,

Tara Limbach
Real Estate Project Manager
tlimbach@quiktrip.com
QuikTrip

RECEIVED
MAR 10 2025
PLANNING DEPT.

Tammi Palm

From: Robert Kramer <robertkramer240@hotmail.com>
Sent: Monday, April 21, 2025 11:06 AM
To: Tammi Palm
Cc: ddolezal@ehrhartgriffin.com
Subject: [EXT] Case# Z-2503-04, S-2503-07 or Applicant: John Howell

Good Morning Tammi,

I wanted to let it be known I will not be able to attend the public hearing listed for April 24th at 6:00 pm. However, after talking with you last week on the applicant : John Howell, Case #Z2503-04, S-2503-07 it is my understanding there is no site plan submitted by the applicant. I am deeply concerned about the future access to this property for future commercial development and the negative effects it will cause to my business traffic flow in and out of my property. Therefore, I hope the city planning commission will consider my opinion on this matter and I oppose any access in and out of my property. Please consider this email my statement of opposition of this re-zoning application.

Sincerely,
Robert E Kramer
President
Kramer Nursery Farm Inc. DBA Trees, Shrubs, and More
3803 Cornhusker Rd
Bellevue, NE 68123

RECEIVED
APR 2 1 2025
PLANNING DEPT.

ORDINANCE NO. 4185

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 SOUTH 36TH STREET AND CORNHUSKER ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 4146 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Mr. T's Addition Replat II, being a replat of Lot 1 Dvorsky's Commercial Industrial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, located in the Northeast ¼ of Section 29, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BG (General Business District) and ML (Light Manufacturing District) to BG (General Business District)

Lot 2, Mr. T's Addition Replat II, being a replat of Lot 1 Dvorsky's Commercial Industrial Subdivision No. II, and Lot 1, Mr. T's Addition Replat I, located in the Northeast ¼ of Section 29, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From ML (Light Manufacturing District) to ML (Light Manufacturing District)

(John Howell)

Section 2. This ordinance shall not take effect until such time as the final plat of Mr. T's Addition Replat II is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 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

COUNCIL MEETING DATE: 05/06/2025		SUBMITTED BY: Administration			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

An Ordinance to Approve the Real Estate Exchange Agreement and to Provide an Effective Date.

SYNPOSIS/BACKGROUND:

The City of Bellevue currently owns the 25 acre parcel of real property as depicted in the Real Estate Exchange Agreement. Bellevue University currently owns two parcels of real property as depicted in the Real Estate Exchange Agreement. It is in the best interests of the City to exchange and convey the above described real property for purposes of future development.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	NO	COUNTER-PARTY:		INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	
INSURANCE REQUIRED:	NO				
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve Ordinance 4186 and authorize the Mayor to sign the Real Estate Exchange Agreement.

ATTACHMENTS:

1. Ordinance 4186	2. Real Estate Exchange Agreement	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 4186

AN ORDINANCE TO APPROVE THE EXCHANGE AND CONVEYANCE OF APPROXIMATELY 25 ACRES OF CITY PROPERTY TO BELLEVUE UNIVERSITY, A NEBRASKA NONPROFIT CORPORATION.

WHEREAS, the City of Bellevue owns the land legally described in the attached Real Estate Exchange Agreement, consisting of approximately 25 acres total, located in the City of Bellevue in Sarpy County, Nebraska; and

WHEREAS, Bellevue University owns the land legally described in the attached Real Estate Exchange Agreement, consisting of two parcels with approximately 3 acres total, located within the City of Bellevue in Sarpy County, Nebraska; and

WHEREAS, the City of Bellevue desires to exchange the City property for the Bellevue University property, and the Bellevue University desires to exchange the University property for the City of Bellevue property, all as further set forth in the Real Estate Exchange Agreement.

WHEREAS, the City of Bellevue is not currently utilizing said land; and

WHEREAS, Neb. Rev. Stat. § 16-202 grants to the City of Bellevue the power to exchange and convey any real estate owned by the City by ordinance directing the exchange or conveyance of such real estate and the manner and terms thereof; and

WHEREAS, the City deems it to be in the best interest of the City to exchange and convey the above-described real property, all as further set forth in the Real Estate Exchange Agreement; and

THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BELLEVUE as follows:

Section 1. That the real estate legally described in the Real Estate Exchange Agreement attached hereto shall be exchanged and conveyed to Bellevue University, a Nebraska Nonprofit Corporation.

Section 2. That the Mayor is hereby authorized to execute on behalf of the City of Bellevue the Real Estate Exchange Agreement attached hereto.

Section 3. That notice of this conveyance and the terms thereof shall be published for three consecutive weeks in a legal newspaper published in or of general circulation in the City immediately after the passage and publication of such ordinance.

Section 4. That upon compliance with the requirements for publication and remonstrance period, the Mayor is hereby authorized to execute on behalf of the City of Bellevue all written documents, including the Special Warranty Deed referenced in the Real Estate Exchange Agreement, necessary to carry into full force and effect the terms and intent of this Ordinance.

Section 5. Effective Date. This ordinance shall be in full force and effect fifteen (15) days after its passage. The City Clerk is directed to effectuate within fifteen (15) days of the passage

of this ordinance by the City Council the publishing of this ordinance for at least one (1) week in a newspaper in or of general circulation within the City of Bellevue.

ADOPTED by the Mayor and City Council this 6th day of May, 2025.

ATTEST:

_____
Mayor, Rusty Hike

_____
City Clerk

APPROVED AS TO FORM:

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

_____
City Attorney

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT ("Agreement") is dated as of the last date set forth on the signature page attached hereto (the "Effective Date"), by and between the City of Bellevue, Nebraska, a political subdivision and a city of the first class of the State of Nebraska (the "City"), and Bellevue University, a Nebraska non-profit corporation (the "University"). The City and University are each sometimes hereinafter referred to as a "Party" or, collectively, as the "Parties".

WITNESSETH:

WHEREAS, the City owns certain real property located within the City of Bellevue, Nebraska as depicted on Exhibit A attached hereto and containing approximately twenty-five (25) acres, and being more particularly described as "Lot 1 Bellevue Sports Complex" and further described on Exhibit A-1 attached hereto and made a part hereof, together with such other rights, interests, and properties relating to the aforesaid property as may be specified in this Agreement to be sold, transferred, assigned or conveyed by the City to the University (the "City Property");

WHEREAS, the University owns certain real property located within the City of Bellevue, Nebraska as depicted on Exhibit B attached hereto and being more particularly described as "Lot 2 Harvell Plaza 2nd Addition Replat II" and "Lot 10 Harvell Plaza 3rd Addition" and further described on Exhibit B-1 attached hereto and made a part hereof, together with such other rights, interests, and properties relating to the aforesaid property as may be specified in this Agreement to be sold, transferred, assigned or conveyed by the University to the City (the "University Property"); and

WHEREAS, the City desires to exchange the City Property for the University Property, and the University desires to exchange the University Property for the City Property, all as further set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement to Convey.

a. City Property: The City hereby agrees to convey to the University, and University hereby agrees to accept from the City, subject to the terms and conditions hereinafter set forth, the City Property.

b. University Property: The University hereby agrees to convey to the City, and the City hereby agrees to accept from University, subject to the terms and conditions hereinafter set forth, the University Property.

c. 1031 Exchange. By entering into this Agreement, each Party acknowledges its intent to accomplish a so-called like-kind exchange pursuant to Section 1031 of the Internal Revenue Code, whereby each Party shall exchange its City Property or University Property (each

a "Property"), as applicable, for the Property of the other Party, along with any other consideration as set forth herein, as full consideration for the sale and purchase of each Property.

2. Consideration. City and University agree and acknowledge that for purposes of this Agreement, the value of the real property subject to this Agreement is as follows:

University Property:	
Lot 2 Harvell Plaza 2nd Addition Replat II	$ 390,000.00
Lot 10 Harvell Plaza 3rd Addition	$ 330,000.00
City Property:	
Lot 1 Bellevue Sports Complex	$ 900,000.00

Based on the above, the Parties acknowledge and agree that the University Property is worth $720,000.00 and the City Property is worth $900,000.00. Consequently, in addition to the exchange of real property, the University shall also provide no more than One Hundred Eighty Thousand and No/100 Dollars ($180,000.00) of improvements and/or cash to the City for the benefit of the City (the "Additional Consideration") as follows:

a. In addition to the City Property, the City also owns an adjacent parcel of real estate containing approximately sixty-two (62) acres as depicted on Exhibit C attached hereto and being more particularly described as "Lot 1 Bellevue Sports Complex" and further described on Exhibit C-1, attached hereto and made a part hereof, together with such other rights, interests, and properties relating to the aforesaid property (the "City's Adjacent Property"). As part of the University's development of the City Property, the University shall also provide certain improvements and/or cash to the City for the City's Adjacent Property as follows:

i. When developing the City Property, the University shall develop a grading plan (the "Grading Plan") for the City Property and the eastern fifteen (15) acres of the City's Adjacent Property with the goal of (A) creating a berm on the City's Adjacent Property in a manner that will allow for a visual separation between the City Property and the City's Adjacent Property and (B) utilizing any necessary soil from the City's Adjacent Property to build up the berm and any other areas of the City's Adjacent Property and City Property for the planned development of the same.

ii. The City and University each agree that RWR Engineering (the "Engineer") shall be engaged by the University for purposes of developing such Grading Plan for the City Property and the City's Adjacent Property, whereby Bellevue University's payment to the Engineer for such Grading Plan shall count towards the Additional Consideration to be incurred by the University for the benefit of the City.

iii. After developing a Grading Plan mutually agreed upon by the City and University, the University shall engage an excavation company (the "Excavation Company") to grade the City Property and City's Adjacent Property in a manner to fulfill the terms of the Grading Plan. The University's payment to the Excavation Company for grading and excavating the City Property and City's Adjacent Property in a manner to fulfill the Grading Plan shall count towards

(and not exceed) the Additional Consideration to be incurred by the University for the benefit of the City.

iv. The eastern fifteen (15) acre site on the City's Adjacent Property as depicted on Exhibit C attached hereto (the "Shooting Range") shall be utilized by the City to develop a shooting range for the benefit of the City of Bellevue's Police Department and such other training for other organizations or departments as desired by the City. Except for the Grading Plan and engaging the Excavation Company as set forth above, the City shall be solely responsible for creating any architectural drawings necessary for the Shooting Range, and obtaining any bids and engaging any contractors to construct the improvements necessary for construction of such Shooting Range on or before February 1, 2026. Other than the Grading Plan prepared by the Engineer and the Excavation Company hired by the University to fulfill the terms of the Grading Plan, the University shall not be required to plan, construct or otherwise build or purchase any equipment or other improvements on the City's Adjacent Property for the Shooting Range improvements; rather, the City shall provide invoices for their expenses related to the Shooting Range improvements to the University, whereby the University shall pay for such invoices until the University's costs for the Grading Plan, Excavation Company and other Shooting Range expenses amount to an aggregate equal to the Additional Consideration (i.e., $180,000.00).

b. As substantive consideration for the City exchanging the City Property for the University Property, the University agrees to construct and build soccer fields on the City Property and any other structures necessary for the maintenance of said soccer fields consistent with NCAA guidelines at the University's sole expense.

3. Title.

a. By entering into this Agreement, the University acknowledges that the City previously entered into a Lease Agreement with the State of Nebraska, Department of Administrative Services, State Building Division, Department of Motor Vehicles ("Lessee") (a copy of which is attached hereto as Exhibit D) (the "Lease"). When exchanging the City Property for the University Property, the University acknowledges that the City shall also assign, transfer and set over unto the University all of City's right, title and interest in and to the Lease with Lessee, whereby the University shall assume all obligations of the City under the terms of the Lease for the performance of all of the terms, conditions and covenants of said Lease.

b. If either Party desires to obtain a title commitment or title insurance policy for the Property it is receiving under the terms of this Agreement, such Party shall be responsible for ordering and paying for the same. In the event a Party who orders a title search reasonably believes that the title search results indicate items on the other Party's Property that will affect marketability or is reasonably likely to impair such Party's use of the Property, the Party shall have a period of ten (10) days after receipt of the title search results to notify the other Party of any such objection. If an objection notice is timely delivered, the Party receiving the notice shall use reasonable efforts to cure or remove all such objections. If any such objection raised has not been cured or removed prior to the Closing Date (as defined in Section 4), the objecting Party shall either (i) waive its objection(s) and accept the Property as is or (ii) terminate this Agreement. Upon any such termination, each Party shall be released from all duties or obligations contained herein (except for any liabilities accruing prior to such termination).

4. Closing. The Parties shall close on their exchange of each Property within forty-five (45) days after entering into this Agreement. The Parties also agree that Nebraska Title Company (the "Title Company" or "Escrow Agent") shall prepare all closing documents necessary for each Party's exchange of the Properties and any title insurance policy(ies) desired by either Party at Closing. At Closing, it is anticipated that:

a. A Special Warranty Deed shall be executed by each Party to transfer the City Property and University Property, as applicable, clear of all liens, leases, assessments, taxes, restrictions, and covenants except as otherwise set forth in this Agreement.

b. Each Party shall provide the Escrow Agent with a certificate (the "FIRPTA Certificate") executed and sworn to by it that it is not a "foreign person" as defined under Section 1445 of the Internal Revenue Code;

c. Each Party shall pay for the cost of the title insurance policy (if any) obtained by it for the Property to be conveyed to it, and each Party shall pay for one-half (1/2) of the costs for the Escrow Agent to close on each Party's transaction as contemplated in this Agreement.

d. Each Party shall pay its own costs and expenses incurred in connection with this Agreement, including its respective attorneys' fees and any other expenses specifically allocated hereunder. Each Party shall be obligated to pay the cost of filing its deed, if required by law. The Escrow Agent shall prepare the deeds, closing statements and Real Estate Transfer Statements.

e. Each Party shall pay the real estate taxes due as of Closing, if any, on its own tract that it is conveying to the other Party. Each Party acknowledges that real estate taxes are prorated one (1) year in arrears in Sarpy County, Nebraska.

f. Any documentary stamp tax due on each deed shall be paid by the transferring Party.

5. Representations and Warranties.

a. The City warrants and represents that it is the sole fee simple owner of the City Property and has all necessary authority to exchange the City Property; there are no other contracts for sale or options involving the City Property; no other party has any right, title or interest in the City Property; and, except for the Lease described in Section 3(a), there are no other oral leases or other leases affecting or relating to the City Property. Between the date the City executes this Agreement and Closing, the City shall not subject the City Property to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting the City Property, without the written consent of the University.

b. The University warrants and represents that it is the sole fee simple owner of the University Property and has all necessary authority to exchange the University Property; there are no other contracts for sale or options involving the University Property; no other party has any right, title or interest in the University Property; and there are no oral or other leases affecting or relating to the University Property. Between the date University executes this Agreement and Closing, the University shall not subject the University Property to or consent to any leases, liens,

encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise.

6. Environmental Matters. Each Party represents and warrants that, to the best of that Party's knowledge, without investigation, the Property being conveyed by that Party is free of underground storage tanks, pollution, contamination, hazardous materials, toxic wastes, asbestos, and products containing same, and is in compliance with all environmental regulations. Each Party shall, upon signing this contract, furnish the other Party with any available environmental reports or audits pertaining to the Property being conveyed by that Party. Each Party shall have the right to perform a Phase I Environmental Assessment on the Property it is acquiring under the terms of this Agreement to confirm if there are any concerns with environmental matters on the Property it is obtaining. If either Party is unsatisfied with the environmental condition of the Property it is obtaining prior to Closing, either Party may terminate this Agreement and, upon any such termination, each Party shall be released from all duties or obligations contained herein (except for any liabilities accruing prior to such termination).

7. Property Condition. Except for the representations and warranties as specifically set forth in Section 6 above, neither Party warrants the physical condition of the Property being conveyed by that Party or any improvements thereon, and each Property is conveyed "as-is, where is and with all faults" as to physical condition.

8. Brokerage. Each Party represents to the other that it has not engaged the services of any real estate broker or agent in connection with the exchange of each Property under this Agreement.

9. Risk of Loss. Risk of loss or damage to each Property shall rest with the Party conveying title until the time of delivery of possession.

10. Actions or Suits.

a. The City warrants and represents that there are no actions or suits in law or equity or proceedings by any governmental agency now pending or, to the knowledge of the City, threatened against the City in connection with the City Property, and there is no outstanding order, writ, injunction or decree of any court or governmental agency affecting the City Property.

b. The University warrants and represents that there are no actions or suits in law or equity or proceedings by any governmental agency now pending or, to the knowledge of University, threatened against University in connection with the University Property, and there is no outstanding order, writ, injunction or decree of any court or governmental agency affecting the University Property.

11. Cooperation. Each Party agrees to take such action and execute such documents as are reasonably necessary to enable the other Party to use the Property it acquires under this agreement for the use intended by the acquiring Party.

12. Force Majeure. Neither Party shall be liable for failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its

reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, or any other force majeure event.

13. Severability. If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

14. Exhibits. All exhibits, addenda, attachments, riders and schedules, if any, attached hereto shall be deemed a part of this Agreement.

15. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either Party because such Party prepared any portion of this Agreement but shall be interpreted according to the application of rules of interpretation of contracts generally.

16. Construction. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

17. Nonmerger. All representations and warranties made herein are intended to survive Closing and shall not be merged in the deeds.

18. Entire Agreement. This Agreement contains the entire agreement of the Parties. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned Parties.

19. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed given when (a) made by personal delivery; (b) sent by certified mail, return receipt requested; or (c) sent by a reputable national overnight delivery service. All notices required or permitted hereunder shall be addressed as follows, and notices shall be deemed given on the date on which the notice is received, or receipt is rejected, by a Party:

If to City:

City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

with a copy to:
City Attorney
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

If to University:
Ms. Mary Hawkins
1000 Galvin Road South
Bellevue, NE 68005

with a copy to:
Koley Jessen P.C., L.L.O.
Attn: Thomas F. Ackley
1125 S. 103rd Street, Suite 800
Omaha, NE 68124

20. Governing Law. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all terms and provisions hereof shall be construed and enforced in accordance with the laws of the State of Nebraska.

21. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legatees, devisees, personal representatives and successors.

22. Execution In Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

23. Relationship of Parties. Neither the method of computation of funding nor any other provisions contained in this Agreement nor any acts of any Party shall be deemed or construed by the other Party or by any third person to create the relationship of partnership or of joint venture or of any association between the Parties, other than contractual relationships stated herein.

24. Assignment. Neither Party shall assign its duties and responsibilities under this Agreement without the express written permission of the other Party. Any assignment without the express written permission of the other Party shall be absolutely void.

25. Further Assurances. Each Party will, whenever it shall be reasonably requested to do so by the Escrow Agent or other Party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, and in all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each Party shall cooperate in good faith with the other Party and shall execute, acknowledge, and deliver any and all documents or requests

in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have duly executed this Real Estate Exchange Agreement as of the day and year set forth below each signature.

CITY OF BELLEVUE, NEBRASKA on this _____ day of _____, 2025.

ATTEST:

Signed By:

_____

City Clerk

_____

Mayor – Rusty Hike

APPROVED AS TO FORM

_____

City Attorney

BELLEVUE UNIVERSITY on this 17 day of April, 2025.

Signed By:

By: Mary Hawkins

Mary Hawkins, President

4938-5335-7871.2

SARPY COUNTY
NEBRASKA

Map Title



0 200 400 ft

Map Scale 1: 2182

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

EXHIBIT
A

EXHIBIT A-1

SARPY COUNTY ASSESSOR'S OFFICE

Real Property Record Card

Data Provided by DAN PITTMAN County Assessor. Printed on 3/26/2025 at 16:27

Parcel Information

Parcel Number : 011581799
Map Number : 2971-13-1-10876-000-0001
Situs : 14202 HARLAN LEWIS RD
Legal : LOT 1 BELLEVUE SPORTS COMPLEX (25 AC)

Ownership Information

Current Owner : CITY OF BELLEVUE
Address : 1500 WALL ST
City ST. Zip : BELLEVUE NE 68005-0000 USA
Property Name : PREMIER SPORTS VILLAGE / BELLEVUE

Current Valuation

Land Value : 51,015
Impr. Value : 0
OutBuildings :
Total value : 51,015
Exemptions : 0
Taxable Value :

Assessment Data

District/TIF Fund : 10002
School Base : 101: 77-0001 BELLEVUE SCHOOL
Affiliated Code :
Neighborhood : CML
Greenbelt Area :
Greenbelt Date :

Property Classification

Status : 02 - UNIMPROVED
Use : 11 - EXEMPT
Zoning : 03 - COMMERCIAL
Location : 01 - URBAN
City Size : 03 - 12,001 - 100,000
Lot Size : 06 - 20.01 - 40.00 AC

Sales History

Date	Book/Page	Grantor	Grantee	Price	Adj Price
01/27/2010	2010-02365	WORLD BASEBALL VILLAGE LLC	CITY OF BELLEVUE	312,500	312,500

BOE Appeal History

Appeal #	Year	Appealed By	Status

Building Permits

Permit #	Date	Description	Amount
17078	05/06/2020	DEMOLISH CONCESSION STAND	20,406
RJ2119B	07/13/2010	NEW CONST - GRILL BLDG	126,540
RJ1414B	06/09/2010	FOOTINGS & FOUND FOR CATERING TENT ACCESSORY BLDG	139,152
RJ4082B	01/14/2010	FOOTING & FOUND FOR CONCESSIONS/MERCHANTILE SHOP	412,462
RJ	12/02/2009	CHECK FOR BLDGS	

Assessment Milestones

Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2025	ABSTRACT	9000		51,015	0	0	51,015	0
2024	CTL	9000		51,015	0	0	51,015	0
2024	BOE	9000		51,015	0	0	51,015	0
2024	ABSTRACT	9000		51,015	0	0	51,015	0
2023	CTL	9000		51,015	0	0	51,015	0

Historical Valuation Information

Year	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes
2024	51,015			51,015	51,015		
2023	51,015			51,015	51,015		
2022	51,015			51,015	51,015		
2021	51,015			51,015			
2020	51,015			51,015			



Final Estimate	
Cost Approach Value On Parcel	$0
Income Approach Value On Parcel	$0
Override Approach Value On Parcel	$51,015
Type of Approach on Parcel	OVERRIDE APPROACH
Improvement Value	$0
Land Value	$51,015
FINAL ESTIMATE OF VALUE	$51,015
PV	NO
Form 191	NO
Outbuilding Value	$0
Comm Total Buildings Unit count	0
Comm Total Buildings Sqft	0
Current Total Assessed Value for Parcel # 011591799	$51,015

DATA USED FOR CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserve all rights herein.

4938-5335-7871 2

SARPY COUNTY
NEBRASKA

Map Title



0 50 100 ft

Map Scale 1: 776

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Notes

EXHIBIT B PI

4938-5335-7871 2

SARPY COUNTY
NEBRASKA

Map Title



0 50 100 ft

Map Scale 1: 890

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Notes

EXHIBIT B pg 2

EXHIBIT B-1

3/26/25, 4:26 PM PRC Print

SARPY COUNTY ASSESSOR'S OFFICE

Real Property Record Card

Data Provided by DAN PITTMAN County Assessor. Printed on 3/26/2025 at 16:26

Parcel Information

Parcel Number : 011575685
Map Number : 2961-26-2-10666-000-0010
Situs :
Legal : LOT 10 HARVELL PLAZA 3RD ADDITION

Ownership Information

Current Owner : BELLEVUE UNIVERSITY
Address : 1000 GALVIN RD S
City ST. Zip : BELLEVUE NE 68005-0000
Property Name :

Current Valuation

Land Value : 209,426
Impr. Value : 0
OutBuildings :
Total value : 209,426
Exemptions : 209,426
Taxable Value :

Assessment Data

District/TIF Fund : 10002
School Base : 101: 77-0001 BELLEVUE SCHOOL
Affiliated Code :
Neighborhood : CML
Greenbelt Area :
Greenbelt Date :

Property Classification

Status : 02 - UNIMPROVED
Use : 11 - EXEMPT
Zoning : 03 - COMMERCIAL
Location : 01 - URBAN
City Size : 03 - 12,001 - 100,000
Lot Size : 04 - 1.01 AC - 2.00 AC

Sales History

Date	Book/Page	Grantor	Grantee	Price	Adj Price
12/29/2023	2024-00032	BRITAIN TOWNE LLC	BELLEVUE UNIVERSITY	0	0
10/29/2010	2010-30523	ALEGENT HEALTH	BRITAIN TOWNE LLC	192,000	192,000
07/24/2003	2003-42420	BRITAIN TOWNE LLC	ALEGENT HEALTH	190,809	190,809
07/25/2002	2002-27694	GATEWAY PARK LLC	BRITAIN TOWNE LLC	0	0

BOE Appeal History

Appeal #	Year	Appealed By	Status
787	2016	BRITAIN TOWNE LLC	APPEAL REJECTED

Building Permits

Permit #	Date	Description	Amount

Assessment Milestones

Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2025	ABSTRACT	9003	9003	209,426	0	0	209,426	0
2024	CTL	9003	9003	209,426	0	0	209,426	0
2024	BOE	9003	9003	209,426	0	0	209,426	0
2024	ABSTRACT	9003	9003	209,426	0	0	209,426	0
2023	CTL	2000		100,524	0	0	100,524	100,524

Historical Valuation Information

Year	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes
2024	209,426			209,426	209,426		
2023	100,524			100,524		100,524	2,122.64
2022	104,713			104,713		104,713	2,253.44
2021	104,713			104,713		104,713	2,277.70
2020	104,713			104,713		104,713	2,284.94



4938-5335-7871.2

SARPY COUNTY ASSESSOR'S OFFICE

Exempt land Items Report.
Date of Print: 3/26/2025 at 16:26

Roll Year: 2025

Parcel ID # : 011575695
Current Owner : BELLEVUE UNIVERSITY

1000 GALVIN RD S
BELLEVUE NE 68005-0000

Legal Description : LOT 10 HARVELL PLAZA 3RD ADDITION

Map #: 2861-26-2-10008-000-0010
Tax District : 10002
Neighborhood : CML
Greenbelt Area/Date :
Inspected Date: 5/5/2010
Inspected By: TIM EDERER

Lot Width	Lot Depth	Topography	Street Access	Utilities	Amenity1	Amenity2	Value Method	# of Units	Unit Value	Adjustments	Lot Value
59836	1						SF	59836	3.5		209,426
							Use Totals :	59,836.00			209,426
							Parcel Totals :	59,836.00			209,426

Final Estimate	
Cost Approach Value On Parcel	$209,426
Income Approach Value On Parcel	$0
Override Approach Value On Parcel	$0
Type of Approach on Parcel	COST APPROACH
Improvement Value	$0
Land Value	$209,426
FINAL ESTIMATE OF VALUE	$209,426
PV	NO
Form 191	NO
Outbuilding Value	$0
Comm Total Buildings Unit count	0
Comm Total Buildings Sqft.	0
Current Total Assessed Value for Parcel # 011575695	$209,426

DATA USED FOR CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserve all rights herein.

SARPY COUNTY ASSESSOR'S OFFICE

Real Property Record Card

Data Provided by DAN PITTMAN County Assessor. Printed on 3/26/2025 at 16:27

Parcel Information	Ownership Information
Parcel Number : 011574727	Current Owner : BELLEVUE UNIVERSITY
Map Number : 2961-26-0-10660-000-0004	
Situs :	Address : 1000 GALVIN RD S
Legal : LOT 2 HARVELL PLAZA 2ND ADDITION REPLAT II	City ST. Zip : BELLEVUE NE 68005-0000
	Property Name :

Current Valuation	Assessment Data	Property Classification
Land Value : 356,040	District/TIF Fund : 10002	Status : 02 - UNIMPROVED
Impr. Value : 0	School Base : 101: 77-0001 BELLEVUE SCHOOL	Use : 11 - EXEMPT
OutBuildings :	Affiliated Code :	Zoning : 03 - COMMERCIAL
Total value : 356,040	Neighborhood : CML	Location : 01 - URBAN
Exemptions : 356,040	Greenbelt Area :	City Size : 03 - 12,001 - 100,000
Taxable Value :	Greenbelt Date :	Lot Size : 04 - 1.01 AC - 2.00 AC

Sales History

Date	Book/Page	Grantor	Grantee	Price	Adj Price
12/29/2023	2024-00031	METRO PROPERTIES	BELLEVUE UNIVERSITY	0	0

BOE Appeal History

Appeal #	Year	Appealed By	Status
786	2016	METRO PROPERTIES	APPEAL REJECTED

Building Permits

Permit #	Date	Description	Amount

Assessment Milestones

Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2025	ABSTRACT	9003	9003	356,040	0	0	356,040	0
2024	CTL	9003	9003	356,040	0	0	356,040	0
2024	BOE	9003	9003	356,040	0	0	356,040	0
2024	ABSTRACT	9003	9003	356,040	0	0	356,040	0
2023	CTL	2000		170,899	0	0	170,899	170,899

Historical Valuation Information

Year	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes
2024	356,040			356,040	356,040		
2023	170,899			170,899		170,899	3,608.66
2022	178,020			178,020		178,020	3,831.00
2021	178,020			178,020		178,020	3,872.26
2020	178,020			178,020		178,020	3,884.56



4938-5335-7871.2

SARPY COUNTY ASSESSOR'S OFFICE

Exempt land Items Report.
Date of Print: 3/26/2025 at 16:27

Roll Year: 2025

Parcel ID # : 011574727
Current Owner : BELLEVUE UNIVERSITY

1000 GALVIN RD S
BELLEVUE NE 68005-0000

Legal Description : LOT 2 HARVELL PLAZA 2ND ADDITION REPLAT II

Map #: 2001-28-0-10000-000-0004
Tax District : 10002
Neighborhood : CML
Greenbelt Area/Date :
Inspected Date: 5/11/2010
Inspected By: TIM EDERER

Lot Width	Lot Depth	Topography	Street Access	Utilities	Amenity1	Amenity2	Value Method	# of Units	Unit Value	Adjustments	Lot Value
71208	1				:	:	SF	71208	5		356,040
							Use Totals :	71,208.00			356,040
							Parcel Totals :	71,208.00			356,040

Final Estimate	
Cost Approach Value On Parcel	$356,040
Income Approach Value On Parcel	$0
Override Approach Value On Parcel	$0
Type of Approach on Parcel	COST APPROACH
Improvement Value	$0
Land Value	$356,040
FINAL ESTIMATE OF VALUE	$356,040
PV	NO
Form 191	NO
Outbuilding Value	$0
Comm Total Buildings Unit count	0
Comm Total Buildings Sqft	0
Current Total Assessed Value for Parcel # 011574727	$356,040

DATA USED FOR CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserve all rights herein.

4938-5335-7871.2

SARPY COUNTY
NEBRASKA

Map Title



0 350 700 ft

Map Scale 1: 3916

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Notes

EXHIBIT C

EXHIBIT C-1

SARPY COUNTY ASSESSOR'S OFFICE

Real Property Record Card

Data Provided by DAN PITTMAN County Assessor. Printed on 3/26/2025 at 16:28

Parcel Information		Ownership Information	
Parcel Number : 011591801		Current Owner : CITY OF BELLEVUE	
Map Number : 2971-13-1-10876-000-0003			
Situs :		Address : 1500 WALL ST	
Legal : LOT 3 BELLEVUE SPORTS COMPLEX (62 AC)		City ST Zip : BELLEVUE NE 68005-0000 USA	
		Property Name :	
Current Valuation	**Assessment Data**	**Property Classification**	
Land Value : 0	District/TIF Fund : 10002	Status : 02 - UNIMPROVED	
Impr. Value : 0	School Base : 101: 77-0001 BELLEVUE SCHOOL	Use : 11 - EXEMPT	
OutBuildings :	Affiliated Code :	Zoning : 00 - NONE	
Total value : 0	Neighborhood :	Location : 01 - URBAN	
Exemptions : 0	Greenbelt Area :	City Size : 03 - 12,001 - 100,000	
Taxable Value :	Greenbelt Date :	Lot Size : 09 - 40.01 AC - 160.00 AC	

Sales History

Date	Book/Page	Grantor	Grantee	Price	Adj Price

BOE Appeal History

Appeal #	Year	Appealed By	Status

Building Permits

Permit #	Date	Description	Amount

Assessment Milestones

Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2025	ABSTRACT	9000		0	0	0	0	0
2024	CTL	9000		0	0	0	0	0
2024	BOE	9000		0	0	0	0	0
2024	ABSTRACT	9000		0	0	0	0	0
2023	CTL	9000		0	0	0	0	0

Historical Valuation Information

Year	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes
2024							
2023							
2022							
2021							
2020							



Final Estimate	
Cost Approach Value On Parcel	$0
Income Approach Value On Parcel	$0
Override Approach Value On Parcel	$0
Type of Approach on Parcel	COST APPROACH
Improvement Value	$0
Land Value	$0
FINAL ESTIMATE OF VALUE	$0
PV	NO
Form 191	NO
Outbuilding Value	$0
Comm Total Buildings Unit count	0
Comm Total Buildings Sqft	0
Current Total Assessed Value for Parcel # 011591801	$0

DATA USED FOR CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserve all rights herein.

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

LAND LEASE AGREEMENT #65190424

This Lease Agreement, hereinafter this "Lease," executed in duplicate, is by and between **City of Bellevue**, , hereinafter known as "Lessor," and **Department of Administrative Services, State Building Division**, an agency of the State of Nebraska, hereinafter known as "Lessee," acting on behalf of **Department of Motor Vehicles**, hereinafter known as "Tenant Agency," collectively the "Party" or "Parties."

1. Land. Lessor hereby leases, subject to the terms, covenants and conditions set forth in this Lease, to Lessee, the Land as generally described below (hereinafter "Demised Land"), which consists of 75,000 square feet shown on the map, attached hereto as *Exhibit A – MAP OF DEMISED LAND*, and photo, which is hereby incorporated into this Lease. The Demised Land is more particularly described as follows:

14402 HARLAN LEWIS ROAD
BELLEVUE NE 68005

Lessor warrants and represents that it is the owner of the Demised Land. The Demised Land are being leased for the sole purpose of performing CDL testing and storing equipment needed for such.

2. Term.

2.1 The term of this Lease, hereinafter "Term," shall be for an initial term of two (2) years, commencing on April 1, 2019, hereinafter the "Commencement Date," and ending on March 31, 2021, hereinafter the "Expiration Date," unless sooner terminated as hereinafter provided. This Lease shall in no case become effective until all required signatures and exhibits have been obtained; and Lessor has notified Tenant Agency. If Tenant Agency occupies said Demised Land prior to Commencement Date, rent will commence at time of said occupancy and shall be prorated based on the number of days in the month of earlier occupancy. The Expiration Date shall remain the same despite the earlier occupancy by Tenant Agency.

2.2 It is agreed between Lessor and Lessee that in the event Lessor, Lessee and Tenant Agency have fully complied with all the terms and conditions of this Lease, Lessee shall have the right to exercise, at its sole option, a renewal for five (5) additional one (1) year terms upon the same terms and conditions, except rent, as those set forth in the original Lease. Lessee shall notify Lessor, in writing, of its exercise of such right within forty-five (45) calendar days before the end of the original Term of this Lease.

EXHIBIT
D

3. Rent.

3.1 Lessee shall pay Lessor rent in equal monthly installments payable in advance on the first (1st) day of each month throughout the Term of this Lease. Rent payable hereunder for any period of time less than one (1) month shall be determined by prorating the monthly rent herein specified based on the actual number of days in the month. Rent shall be made payable to:

"CITY OF BELLEVUE"

and sent to Lessor's financial institution as designated by Lessor at the time of this Lease, or during the Term of this Lease to such other financial institution, as designated in writing and served as notice to Lessee.

3.2 The payment schedule for the Term of this Lease shall be as follows:

Lease Term	Annual Rent	Monthly Rent
April 1, 2019 - March 31, 2021	$10,800.00	$900.00

4. Termination.

4.1 If sufficient appropriated funds are not available to the Lessee and/or Tenant Agency for the purpose of paying necessary operating expenses including rentals on the premises, this lease shall terminate at the election in writing of either party hereto. If at any time it appears that appropriations will be depleted in the future or not sufficient to pay necessary operating expenses of the Lessee and/or Tenant Agency including rentals hereunder, notice of such fact and the estimated date of depletion shall be given promptly to Lessor. If only a portion of the funds sufficient to pay the necessary operating expenses of the Lessee and/or Tenant Agency including rentals hereunder are appropriated, this Lease may be kept in force with a prorated share of the space and corresponding rental decreased. Any such reduction shall be agreed upon by Lessor, Lessee and Tenant Agency.

4.2 Lessor and Lessee each shall have the right to cancel this Lease, for any reason whatsoever including no reason, upon giving one hundred twenty (120) days' notice of such cancellation in writing to the other Party.

4.3 Lessee may terminate this Lease immediately without penalty for the following reasons: (a) if directed to do so by statute; (b) if Lessor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business; (c) if a trustee or receiver of Lessor or of any substantial part of Lessor's assets has been appointed by any court; (d) in the case of fraud, misappropriation embezzlement, malfeasance, misfeasance, or illegal conduct by Lessor, its employees, officers, directors, or shareholders; (e) if an involuntary proceeding has been commenced by any Party against Lessor under any one of the chapters of Title 11 of the United States Code and (i) if the involuntary proceeding has been pending for at least sixty (60) days; or (ii) Lessor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) Lessor has been decreed

or adjudged a debtor; (f) A voluntary petition has been filed by Lessor under any of the chapters of Title 11 of the United States Code.

4.4 Lessee may terminate this Lease, in whole or in part, if Lessor fails to perform its obligations under this Lease in a timely and proper manner. Lessee may, by providing a written notice of default to Lessor, allow Lessor to cure a failure or breach of this Lease within a period of thirty (30) days. Allowing Lessor time to cure a failure or breach of contract does not waive Lessee's right to immediately terminate this Lease for the same or different contract breach which may occur at a different time.

4.5 If the whole or substantial part of the building or Demised Land shall be taken or condemned by any competent authority for any public use or purpose, unless otherwise agreed upon in writing by the Parties, this Lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purchase, and without apportionment of the award, and current rent shall be apportioned to the date of termination.

5. Notices. All notices herein provided to be given, or which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified return receipt or overnight delivery and addressed as follows:

To Lessor at:
CITY OF BELLEVUE
ATTN: JIM RISTOW, ADMINISTRATOR
1500 WALL STREET
BELLEVUE, NE 68005
Phone: 402-293-3023
Email: jim.ristow@bellevue.net

To Lessee at:
DAS STATE BUILDING DIVISION
Attn: #65190424
PO BOX 98940
LINCOLN NE 68509-8940
Phone: (402) 471-6020
Email: assbd.leasing@nebraska.gov

And

To Tenant Agency at:
METRO SOUTH DRIVER LICENSING OFFICE
Attn: PEGGY HAVENER, DISTRICT SUPERVISOR
4502 MAAS ROAD
BELLEVUE NE 68133-2743
Phone: (402) 657-4375
Email: peggy.havener@nebraska.gov

6. Assignment and Subletting.

6.1 Lessee shall not assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld. Any occupant, assignee, or sub-lessee must agree to abide by all of the terms and provisions of this Lease. Lessor shall not assign this Lease without the written consent of Lessee, which shall not be unreasonably withheld.

6.2 Notwithstanding the provisions of Section 6.1, above, Lessee may assign or sublet the Demised Land, or any portion thereof, to any agency, board or commission of the State of Nebraska provided that said assignee assumes, in full the obligations of Lessee under this Lease and has sufficient appropriated funds available to assignee for the purpose of paying necessary operating expenses of the assignee, including rent on the Demised Land.

7. Use on Site and Demised Land.

7.1 Tenant Agency shall use the Demised Land as a commercial drivers' license testing site. Lessor agrees to avoid, to the extent of its power or authority, any utilization or disposition of the site that would interfere with the Tenant Agency's use of the site and the Demised Land for its intended purpose. Lessor shall allow Tenant Agency to paint a course for CDL testing at Tenant Agency's expense and such shall be accepted at the conclusion of this Lease without need for restoration by Tenant Agency.

7.2 Tenant Agency shall have use of the Demised Land Monday – Friday from 8:00 AM to 5:00 PM.

8. Destruction of Premises.

8.1 If a portion of the Demised Land or the building is damaged by fire, unavoidable casualty, Act of God, or some other event that renders the Demised Land unfit ("Event") such that Lessee is prevented from conducting its business in the premises in a manner reasonably comparable to that conducted immediately before such Event, then Lessee may terminate this Lease by delivering written notice to Lessor of its election to terminate immediately after the Event. The portion of any lease payment which is attributed to the period of time after the Lease has been terminated in the above manner shall be refunded by Lessor to Lessee. If Lessee does not so timely terminate this Lease, then Lessor shall repair the building or the Demised Land, as the case may be, as provided below, and the lease payment for the portion of the Demised Land rendered unusable for Tenant Agency's purposes by the damage or repair shall be abated on a reasonable basis from the date of damage until the completion of the repair, unless a Tenant Agency agent, invitee or employee caused such damage, in which case, Tenant Agency shall continue to pay the lease payment without abatement.

8.2 Lessor shall, within fifteen (15) days after such Event, deliver to Lessee a good faith estimate of the time needed to repair the damage caused by such Event. Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense and the lease payments shall be suspended from the time of the Event until the Demised Land have been put in substantially the same condition as they existed immediately before such Event.

9. Repair and Maintenance. During the Term of this Lease, Lessor shall maintain the Demised Land including, but not limited to, general landscaping, sidewalks, parking areas.

10. Services. Lessor shall provide snow/ice removal automatically upon the accumulation of one (1) inch of snow on the following days: Monday through Friday, excluding state holidays. The Contractor shall have completed the snow removal services by 8:00 a.m. If conditions warrant, additional snow and ice removal may

be needed during the business day based on conditions and the accumulation of snow, sleet, and ice. Lessor is responsible to correct all unsafe conditions relating to freezing and thawing.

11. Holding Over. In the event Lessee remains in possession of the Demised Land after the expiration of the Term or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to termination by either Party by providing thirty (30) days written notice of termination to the other Party, and otherwise on the terms and conditions herein specified. Rent payable during any holdover period shall be the same as the monthly rent payable in the last month prior to expiration unless another amount is mutually agreed upon in writing by Tenant Agency, Lessee and Lessor.

12. Compliance with Law.

12.1 Lessor shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements and orders of duly constituted public authorities now or hereafter in any manner affecting the Demised Land, or the use thereof, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may be hereinafter enacted involve a change of policy on the part of the governmental body enacting the same.

12.2 Demised Land shall meet all current applicable code requirements, including but not limited to fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines.

12.3 Lessor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

13. Liabilities – Limited or Negligent Acts. Lessee and/or Tenant Agency shall not be responsible for any liabilities resulting from negligent acts or omissions of Lessor, its agents, invitees or employees, and Lessor will hold Lessee and/or Tenant Agency harmless from any damages or injuries caused by Lessor, its agents, invitees or employees. Lessor shall not be responsible for any liabilities resulting from the negligent acts or omissions of Lessee and/or Tenant Agency, its agents, employees or invitees.

14. Default.

14.1 In the event Tenant Agency and/or Lessee fails to pay any lease payment due herein or fails to keep and perform any of the other terms or conditions hereof, Lessor may serve written notice of default upon Lessee. Upon such receipt, Lessee and/or Tenant Agency shall have thirty (30) days to cure the default so noted in the notice of default. If, after said cure period the default has not been cured, Lessor may resort to any and all legal remedies or combination of remedies which Lessor may desire to assert, including but not limited to one or more of the following: (1) declare the Lease terminated; (2) file a claim for the lease payment due under the Lease and/or

for any damages sustained by Lessor; (3) continue the Lease in effect and relet the Demised Land on such terms and conditions as Lessor may deem advisable with Lessee and/or Tenant Agency remaining liable for the monthly lease payment until the Demised Land is relet.

14.2 No action by Lessor shall be construed as an election to terminate this Lease unless written notice of such intention is given to Lessee by certified mail, return receipt requested.

14.3 In the event Lessor fails or refuses to comply with any requirements of the Lease within thirty (30) days of the event giving rise to the requirement or in the event of an emergency constituting a hazard to the health or safety of Lessee's and/or Tenant Agency's employees, property, or invitees, Lessee and/or Tenant Agency may perform such maintenance or make such repair at its own cost and, in addition to any other remedy Lessee and/or Tenant Agency may have, may deduct the amount thereof from the lease payment that may then be or thereafter become due hereunder.

15. Compliance with Civil Rights Laws and Equal Opportunity Employment. Lessor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment. Lessor shall include this clause in all subcontracts. Neither Lessor nor any subcontractors of Lessor shall discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to the employee or applicant hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex, disability, age, marital status, pregnancy or national origin.

16. Drug Free Workplace. Lessor certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Lessor agrees to provide a copy of its drug free workplace policy at any time upon request by Lessee.

17. Insurance and Notice of Self-Insurance. Lessor shall provide proof it has obtained all the insurance required hereunder and such insurance shall be approved by Lessee. Approval of the insurance by Lessee does not relieve or decrease the liability of Lessor hereunder. If by the terms of any insurance, a mandatory deductible is required or if Lessor elects to increase the mandatory deductible amount, Lessor shall be responsible for payment of the amount of the deductible in the event of a paid claim. This Section 17 shall in no way affect the indemnification, remedy, or warranty provisions set forth in this Lease or Lessee's right of recovery thereunder.

17.1 **Workers' Compensation and Employers' Liability Insurance.** Lessor shall take out and maintain during the entire Term, and any Renewal Term of this Lease the statutory Workers' Compensation and Employers' Liability Insurance for all of its employees that are or will be engaged in work for the benefit of this policy and shall include a waiver of subrogation in favor of Lessee. The amounts of the insurance protection shall not be less than the $500,000 (Employers Liability) and for Worker's Compensation (amount statutory).

17.2 **Insurance Coverage Amounts required**

- Workers' compensation (statutory) with $500,000 employer's liability- Property insurance (enough to cover the replacement cost of the property)
- General liability ($1/$2M primary)
- Umbrella ($3/$5 M)

17.3 **Lessor Proof of Insurance**. Lessor shall furnish Lessee with a certificate of insurance confirming coverage, which shall be submitted to Lessee annually thereafter through the Term, and any Renewal Term of this Lease. The certificate shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If Lessee is damaged by the failure of Lessor to maintain such insurance, then Lessor shall be responsible for all reasonable damages, losses, and expenses properly attributable thereto. The Certificate of Insurance shall expressly provide that the coverage(s) afforded shall not be terminated or without first providing Lessee with a fifteen (15) day or more advance notice. Attached hereto and incorporated herein as *Certificate of Insurance Coverage – Exhibit B*

17.4 **Lessee Proof of Self-Insurance.** Lessee shall furnish Lessor with a certificate of self-insurance coverage, which provides coverage for the original Term and any Renewal Term of this Lease. Lessee, under the provisions of R.R.S., 1943, § 81-8,239.01, self-insures all such exposures and is financially capable of retaining those losses should they occur. If there is a liability loss under the provisions of this Lease, a claim may be filed with the Office of Risk Management and, if approved, will be paid from the State Tort Claims Act, R.R.S., 1943, § 81.8,209.08, et seq., and any other provision of law. Workers' Compensation is statutorily required in Nebraska and Lessee is fully self-insured. Occupational diseases are fully covered by law.

18. Amendments and Binding Effect. This Lease may not be amended except by instrument in writing signed by Lessor and Lessee. No provision of this Lease shall be deemed to have been waived by either Party unless such waiver is in writing signed by the applicable Party and no custom or practice which may evolve between the Parties in the administration in the terms hereof shall waive or diminish the right of either Party to insist on the performance of the other Party in strict accordance with the terms hereof.

19. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

20. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties or agreements have been made by Lessor or Lessee to the other with respect to this Lease or the obligations of Lessor or Lessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting Party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year last below written.

LESSOR:

Rusty Hike, Mayor
City of Bellevue

3-14-19
Date

Federal I.D. Number: 476006099

ACKNOWLEDGMENT

STATE OF NEBRASKA, COUNTY OF SARPY

The foregoing instrument was acknowledged before me this 14th day of March, 2019 by Rusty Hike, Mayor, on behalf of the City of Bellevue.

Affix seal here

LISA M. RYBAR
GENERAL NOTARIAL SEAL
STATE OF NEBRASKA
Commission Expires
October 10, 2019

Notary Public

LESSEE:

Jason Jackson, Director
Department of Administrative Services

Date

Amber Brannigan, Administrator
Department of Administrative Services, State Building Division

Date

NEBRASKA

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DEPT. OF ADMINISTRATIVE SERVICES

LEASE AGREEMENT - ADDENDUM # 1

This Lease Agreement - Addendum #1, hereinafter this "Addendum," by and between **City Of Bellevue**, as "Lessor," and **Department of Administrative Services, State Building Division**, as "Lessee," acting on behalf of **Department of Motor Vehicles**, as "Tenant Agency," for land located at:

14402 HARLAN LEWIS ROAD
BELLEVUE NE 68005

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement, commencing April 1, 20219 and ending March 31, 2021; and modified by the Commencement Date Agreement to change the comencement to May 1, 2019 and the expiration to April 30, 2021; and

WHEREAS, Lessor and Lessee desire to renew the Term of this Lease; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties amend this Lease, as follows:

AGREEMENT

1. As to Section **2 Term.** the Term of this Lease shall be renewed for a one (**1**) year renewal period commencing May 1, 2021 and ending on April 30, 2022.

2. NO OTHER CHANGES. Unless expressly amended hereby, all other terms and conditions contained in this Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and this Lease, the provisions of this Addendum shall govern and control and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3. EFFECTIVE DATE. This Addendum shall be effective as of May 1, 2021.

4. ENTIRE AGREEMENT. This Addendum constitutes the entire and integrated agreement between Lessor and Lessee relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, or representations, between the parties, written or oral, to the extent they relate in any way to the subjects of this Lease.

5. COUNTERPARTS. This Addendum shall be executed in duplicate original, each of which shall be deemed to the an original, but both of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year last below written.

LESSEE:

_____ _____

Doug Hanson, Director
Administrative Services, State Building Division

Date

LESSOR:

_____ _____

Lessor Authorized Signer
Lessor Name/Entity

Date

ACKNOWLEDGMENT

STATE OF NEBRASKA, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____ 2015 by Name, Title, on behalf of Company, a State Limited Liability/Partnership/etc..

Affix seal here.

_____

Notary Public Signature

COMMERCIAL
LEASE PROPOSAL

for

The City of Bellevue, NE
at
14402 Harlan Lewis Rd, Bellevue, NE 68005

March 1, 2019

The following Lease Proposal that is being offered on behalf of State of Nebraska DMV to the City of Bellevue, NE. This Lease Proposal contains the basic terms and conditions upon which Nebraska DMV ("Tenant") is interested in pursuing a lease arrangement with the City of Bellevue, NE ("Landlord") for space located at 14402 Harlan Lewis Rd, Bellevue, NE 68005 in Omaha, Nebraska.

LOCATION: 14402 Harlan Lewis Rd,
Bellevue, NE 68005

TENANT: Nebraska DMV

LEASED PREMISES: The proposed Leased Premises will consist of approximately 75,000 square feet of concrete parking, as depicted in Exhibit A.

INITIAL LEASE TERM: The Initial Lease Term will be for a period of two (2) years. Tenant shall have the option to terminate the Lease with one hundred and twenty (120) days written notice to Landlord implying their intent to terminate the Lease. At the end of the Initial Lease Term, Tenant agrees to notify Landlord of their intention to Terminate or Renew the Lease.

COMMENCEMENT DATE: The Commencement Date for the Lease Term is projected to be March 18, 2019. The exact commencement date will be mutually agreed upon between the Tenant and Landlord.

RENTAL RATE: The Rental Rate for the Leased Premises during the Initial Lease Term will be as follows.

Years 1 - 2: $900.00 per month

The lease document will be defined as a full-service lease. Landlord shall remove snow and keep Leased Premises clean and clear of debris.

SECURITY DEPOSIT: Equal to the first month's rent to be paid at lease execution.

RENEWAL OPTIONS: There will be five (5), one (1) year renewal options following The Initial Lease Term. The renewal options must be exercised in writing 60 days prior to the end of the current term. The renewal rate for the renewal terms shall be the same as the Initial Lease Term. Landlord shall have to right to terminate this Lease Hold with one hundred and twenty (120) day notice to Tenant.

ADDITIONAL PROVISIONS: Tenant shall have the right to modify paint markings to suit needs.

REPRESENTATION: Tenant is represented in this lease transaction by Brayden Mussman & Colm Breathnach of Colliers International. In the event a lease is executed by and between Landlord and Tenant, Tenant's agent will receive, from the landlord, a real estate commission equal to three percent (3%) of the gross value of the lease.

Although this letter is intended to summarize the principal terms and conditions of the proposed transaction and contemplates a later execution of the lease document, neither this letter nor any action of the parties to date shall be deemed to indicate a binding agreement between parties. This letter reflects the Tenant's present intent regarding the terms and conditions of the proposed transaction and shall not be construed to create any legal rights or obligations between the Landlord and the Tenant. It is intended that all such legal rights and obligations will come into existence only when appropriate documentation has been executed.

Yours very truly,
Colliers International

Colm Breathnach
Broker Associate

Brayden Mussman
Associate

AGREED & ACCEPTED this __ day of _____, 2019.

By: _____
Title: _____

NEBRASKA

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DEPT. OF ADMINISTRATIVE SERVICES

LEASE AGREEMENT - ADDENDUM # 2

This Lease Agreement - Addendum **#2**, hereinafter this "Addendum," by and between **City Of Bellevue**, as "Lessor," and **Department of Administrative Services, State Building Division**, as "Lessee," acting on behalf of **Department of Motor Vehicles**, as "Tenant Agency," for land located at:

14402 HARLAN LEWIS ROAD
BELLEVUE NE 68005

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement, commencing April 1, 20219 and ending March 31, 2021; and modified by the Commencement Date Agreement to change the comencement to May 1, 2019 and the expiration to April 30, 2021; and modified by Addendum #1 to renew the term commencing May 1, 2021 and ending April 30, 2022; and

WHEREAS, Lessor and Lessee desire to renew the Term of this Lease; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties amend this Lease, as follows:

AGREEMENT

1. As to Section **2 Term.** the Term of this Lease shall be renewed for a two (**2**) year renewal period commencing May 1, 2022 and ending on April 30, 2024.

2. NO OTHER CHANGES. Unless expressly amended hereby, all other terms and conditions contained in this Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and this Lease, the provisions of this Addendum shall govern and control and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3. EFFECTIVE DATE. This Addendum shall be effective as of May 1, 2022

4. RENTAL RATE. The Rental Rate and terms, including Landlord obligations shall remain the same. The parties understand that there is a current Lease Purchase Agreement on property located at *Lot 1 Bellevue Sports Complex* between the City of Bellevue and Premier Sports Village LLC. Should the property be sold to Premier Sports Village LLC during the term of this lease, payments of rent shall be made directly to Premier Sports Village LLC and pro rated between the City of Bellevue and Premier Sports Village if the sale of the property occurs in the middles of a lease term year. If the sale of the property occurs, Premier Sports Village LLC and the City of Bellevue will notify the Lessee herein and will provide all contact information pertinent to facilitate the change in Landlords.

5. ENTIRE AGREEMENT. This Addendum constitutes the entire and integrated agreement between Lessor and Lessee relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, or representations, between the parties, written or oral, to the extent they relate in any way to the subjects of this Lease.

6. COUNTERPARTS. This Addendum shall be executed in duplicate original, each of which shall be deemed to the an original, but both of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year last below written.

LESSEE:

Michelle Potts, Director
Administrative Services, State Building Division

5/23/2022
Date

LESSOR:

Mayor, Rusty Hike

5/3/22
Date

ACKNOWLEDGMENT

STATE OF NEBRASKA, COUNTY OF SARPY

The foregoing instrument was acknowledged before me this 3rd day of May 2022 by Mayor, Rusty Hike on behalf of the City of Bellevue.

Affix seal here.

Notary Public Signature

COMMERCIAL
LEASE PROPOSAL

for

The City of Bellevue, NE
at
14402 Harlan Lewis Rd, Bellevue, NE 68005

March 1, 2019

The following Lease Proposal that is being offered on behalf of State of Nebraska DMV to the City of Bellevue, NE. This Lease Proposal contains the basic terms and conditions upon which Nebraska DMV ("Tenant") is interested in pursuing a lease arrangement with the City of Bellevue, NE ("Landlord") for space located at 14402 Harlan Lewis Rd, Bellevue, NE 68005 in Omaha, Nebraska.

LOCATION: 14402 Harlan Lewis Rd,
Bellevue, NE 68005

TENANT: Nebraska DMV

LEASED PREMISES: The proposed Leased Premises will consist of approximately 75,000 square feet of concrete parking, as depicted in Exhibit A.

INITIAL LEASE TERM: The Initial Lease Term will be for a period of two (2) years. Tenant shall have the option to terminate the Lease with one hundred and twenty (120) days written notice to Landlord implying their intent to terminate the Lease. At the end of the Initial Lease Term, Tenant agrees to notify Landlord of their intention to Terminate or Renew the Lease.

COMMENCEMENT DATE: The Commencement Date for the Lease Term is projected to be March 18, 2019. The exact commencement date will be mutually agreed upon between the Tenant and Landlord.

RENTAL RATE: The Rental Rate for the Leased Premises during the Initial Lease Term will be as follows

Years 1 - 2: $900.00 per month

The lease document will be defined as a full-service lease. Landlord shall remove snow and keep Leased Premises clean and clear of debris.

SECURITY DEPOSIT: Equal to the first month's rent to be paid at lease execution.

RENEWAL OPTIONS: There will be five (5), one (1) year renewal options following The Initial Lease Term. The renewal options must be exercised in writing 60 days prior to the end of the current term. The renewal rate for the renewal terms shall be the same as the Initial Lease Term. Landlord shall have to right to terminate this Lease Hold with one hundred and twenty (120) day notice to Tenant

ADDITIONAL PROVISIONS: Tenant shall have the right to modify paint markings to suit needs.

REPRESENTATION: Tenant is represented in this lease transaction by Brayden Mussman & Colm Breathnach of Colliers International. In the event a lease is executed by and between Landlord and Tenant, Tenant's agent will receive, from the landlord, a real estate commission equal to three percent (3%) of the gross value of the lease.

Although this letter is intended to summarize the principal terms and conditions of the proposed transaction and contemplates a later execution of the lease document, neither this letter nor any action of the parties to date shall be deemed to indicate a binding agreement between parties. This letter reflects the Tenant's present intent regarding the terms and conditions of the proposed transaction and shall not be construed to create any legal rights or obligations between the Landlord and the Tenant. It is intended that all such legal rights and obligations will come into existence only when appropriate documentation has been executed.

Yours very truly,
Colliers International

Colm Breathnach
Broker Associate

Brayden Mussman
Associate

AGREED & ACCEPTED this 12th day of August, **2019**.

By:
Title

SVCCB~1:
LEASE PROPOSAL/Bellevue Chambers Baseball Village- 14402 Harlan Lewis LOI

NEBRASKA

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DEPT. OF ADMINISTRATIVE SERVICES

LEASE AGREEMENT - ADDENDUM # 3

This Lease Agreement - Addendum #3, hereinafter this "Addendum," by and between **City Of Bellevue**, as "Lessor," and **Department of Administrative Services, State Building Division**, as "Lessee," acting on behalf of **Department of Motor Vehicles**, as "Tenant Agency," for land located at:

14402 HARLAN LEWIS ROAD
BELLEVUE NE 68005

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement, commencing April 1, 20219 and ending March 31, 2021; and modified by the Commencement Date Agreement to change the comencement to May 1, 2019 and the expiration to April 30, 2021; and modified by Addendum #1 to renew the term commencing May 1, 2021 and ending April 30, 2022; and modified by Addendum #2 to renew the term commencing May 1, 2022 and ending April 30, 2024; and

WHEREAS, Lessor and Lessee desire to renew the Term of this Lease; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties amend this Lease, as follows:

AGREEMENT

1. As to Section **2 Term.** the Term of this Lease shall be renewed for a two **(2)** year renewal period commencing May 1, 2024 and ending on April 30, 2026.

2. NO OTHER CHANGES. Unless expressly amended hereby, all other terms and conditions contained in this Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and this Lease, the provisions of this Addendum shall govern and control and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3. EFFECTIVE DATE. This Addendum shall be effective as of May 1, 2024.

4. ENTIRE AGREEMENT. This Addendum constitutes the entire and integrated agreement between Lessor and Lessee relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, or representations, between the parties, written or oral, to the extent they relate in any way to the subjects of this Lease.

5. COUNTERPARTS. This Addendum shall be executed in duplicate original, each of which shall be deemed to the an original, but both of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the day and year last below written.

LESSEE:

Brent Flachsbart

Brent Flachsbart, Administrator
Administrative Services, State Building Division

8/26/2024
Date

LESSOR:

Rusty Hike, Mayor
City of Bellevue

8-6-24
Date

ACKNOWLEDGMENT

STATE OF NEBRASKA, COUNTY OF Sarpy

The foregoing instrument was acknowledged before me this 6th day of August 2024 by Rusty Hike, Mayor, on behalf of City of Bellevue.

GENERAL NOTARY - State of Nebraska
SUSAN KLUTHE
My Comm. Exp. August 19, 2024

Affix seal here.

Susan Kluthe
Notary Public Signature

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
5/6/2025

COUNCIL MEETING DATE: May 6, 2025			SUBMITTED BY: Tammi Palm, Planning Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	✓
RESOLUTION		CURRENT BUSINESS		OTHER	

SUBJECT:

Request to final plat Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except for right-of-way), and 22, all located in the Northeast 1/4 of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: City of Bellevue. General Location: Northwest corner of Hwy 75 and Hidden Valley Drive.

SYNOPSIS/BACKGROUND:

The city is requesting a final plat of its planned entertainment district. The land will is presently zoned Mixed Use (MU). The final plat is in conformance with the approved preliminary plat.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department is recommending approval of this request.

ATTACHMENTS:

1. Staff report	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: S-2503-08

CITY COUNCIL HEARING DATE: May 6, 2025

REQUEST: to final plat Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except for right-of-way), and 22, all located in the Northeast ¼ of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

On April 24, 2025, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan.

VOTE:

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

Planning Commission Hearing (s) was held on: April 24, 2025

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: S-2503-08

FOR HEARING OF:
REPORT #1: April 24, 2025
REPORT #2: May 6, 2025

I. GENERAL INFORMATION

A. APPLICANT:

City of Bellevue
1500 Wall Street
Bellevue, NE 68005

B. PROPERTY OWNER:

City of Bellevue
1500 Wall Street
Bellevue, NE 68005

C. GENERAL LOCATION:

Northwest corner of Hwy 75 and Hidden Valley Drive

D. LEGAL DESCRIPTION:

Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except part for right-of-way), and 22, all located in the Northeast ¼ of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Final Plat Lots 1 through 5, Bellevue Entertainment District.

F. EXISTING ZONING AND LAND USE:

Mixed Use/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a final plat for the intent of enabling a mixed-use development.

H. SIZE OF SITE:

The site is approximately 70 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is vacant. Grading operations are currently underway on the site.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Agricultural/Vacant AG
2. **East:** Highway 75 right-of-way
3. **South:** Hidden Valley Drive right-of-way
4. **West:** Agricultural/Vacant, AG

C. REVELANT CASE HISTORY:

On February 27, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except for right-of-way), and 22, all located in the Northeast ¼ of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to MU for the purpose of a mixed-use entertainment district; and preliminary plat Lots 1 through 5, Bellevue Entertainment District. City Council approved these requests on April 1, 2025.

On April 24, 2025, the Planning Commission recommended approval of a request to final plat Lots 1 through 5, Bellevue Entertainment District, being a platting of Tax Lots 20, 21 (except for right-of-way), and 22, all located in the Northeast ¼ of Section 22, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

D. APPLICABLE REGULATIONS:

1. Chapter 4, Subdivision Regulations, regarding Final Plats.

2. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

This site is the future home of the Bellevue Bay Waterpark facility.

C. TRAFFIC AND ACCESS:

1. The Nebraska Department of Transportation (NDOT) 2023 average annual daily traffic counts indicate 26,300 vehicles along Highway 75 (both directions) near the Highway 34/Hidden Vally Drive interchange. Along the Highway 75 Southbound off-ramp to Hidden Valley Drive, 3,960 vehicles per day are estimated. NDOT information estimates 7,820 vehicles per day along Hidden Valley Drive.

2. Access is proposed from South 10th Street into the development.

D. UTILITES:

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

E. ANALYSIS:

1. The City of Bellevue has submitted a request to final plat Lots 1 through 5, Bellevue Entertainment District.

2. MU zoning was approved on April 1, 2025, with the preliminary plat.

3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy County Public Works, Sarpy County Planning, Omaha Public Power District, and the Springfield Platteview Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and stated if the requested department did not have comments pertaining to the application, no response was needed.

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

4. The final plat is in general conformance with the approved preliminary plat.

5. The Subdivision Agreement has been reviewed by the City Attorney and is attached to this report for informational purposes. The Subdivision Agreement will be approved by the City Council at such time the city sells land for private development.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Final plat received April 14, 2025
4. Subdivision Agreement

VII. COPIES OF REPORT TO:

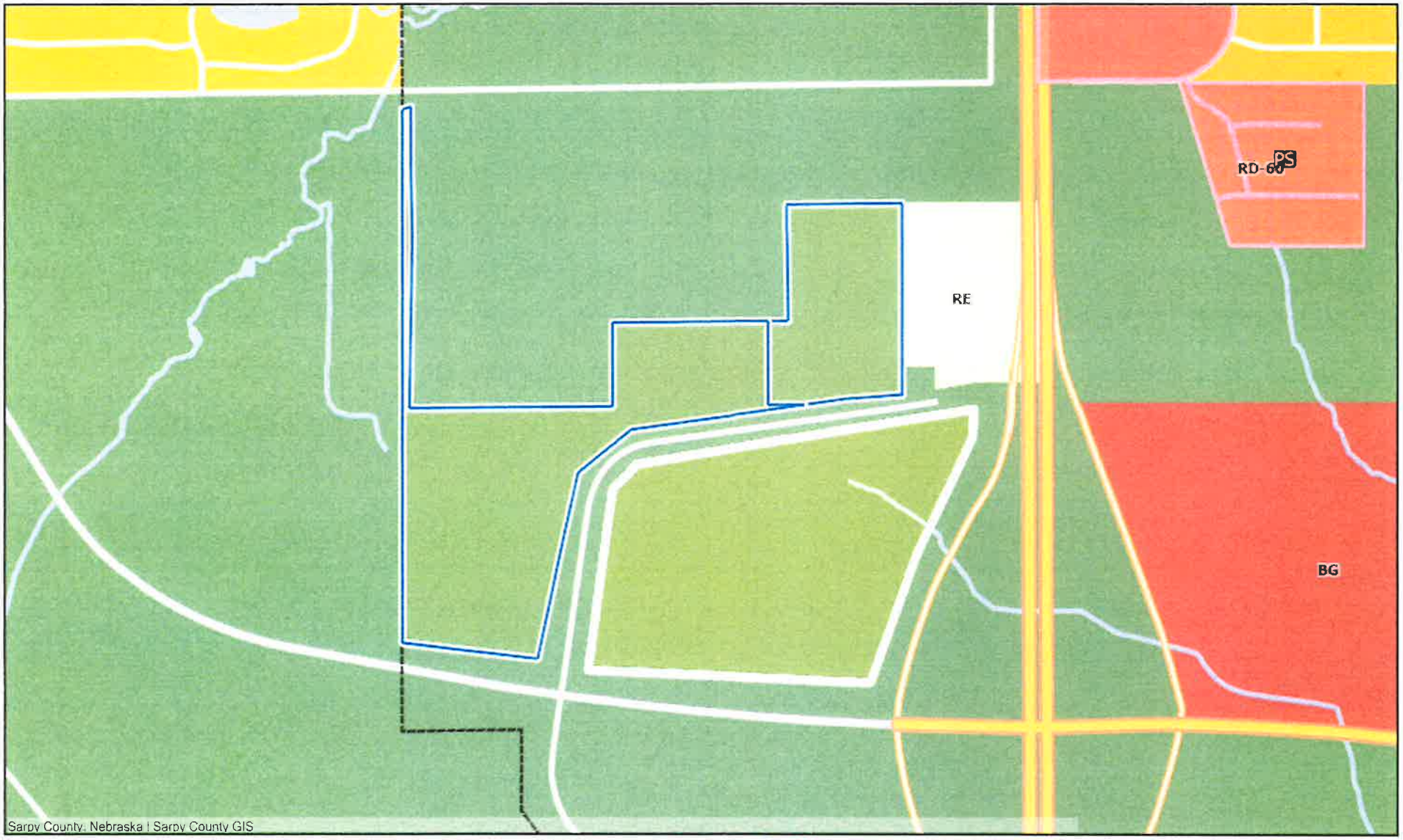
1. Public Upon Request

Jamie L Palen 04/29/25

Planning Director Date of Report

SARPY COUNTY
NEBRASKA

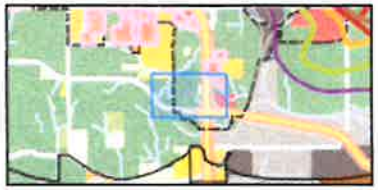
Bellevue Entertainment District



0 500 1000 ft

Map Scale 1: 8780

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

SARPY COUNTY
NEBRASKA

Bellevue Entertainment District



0 500 1000 ft

Map Scale 1: 8780

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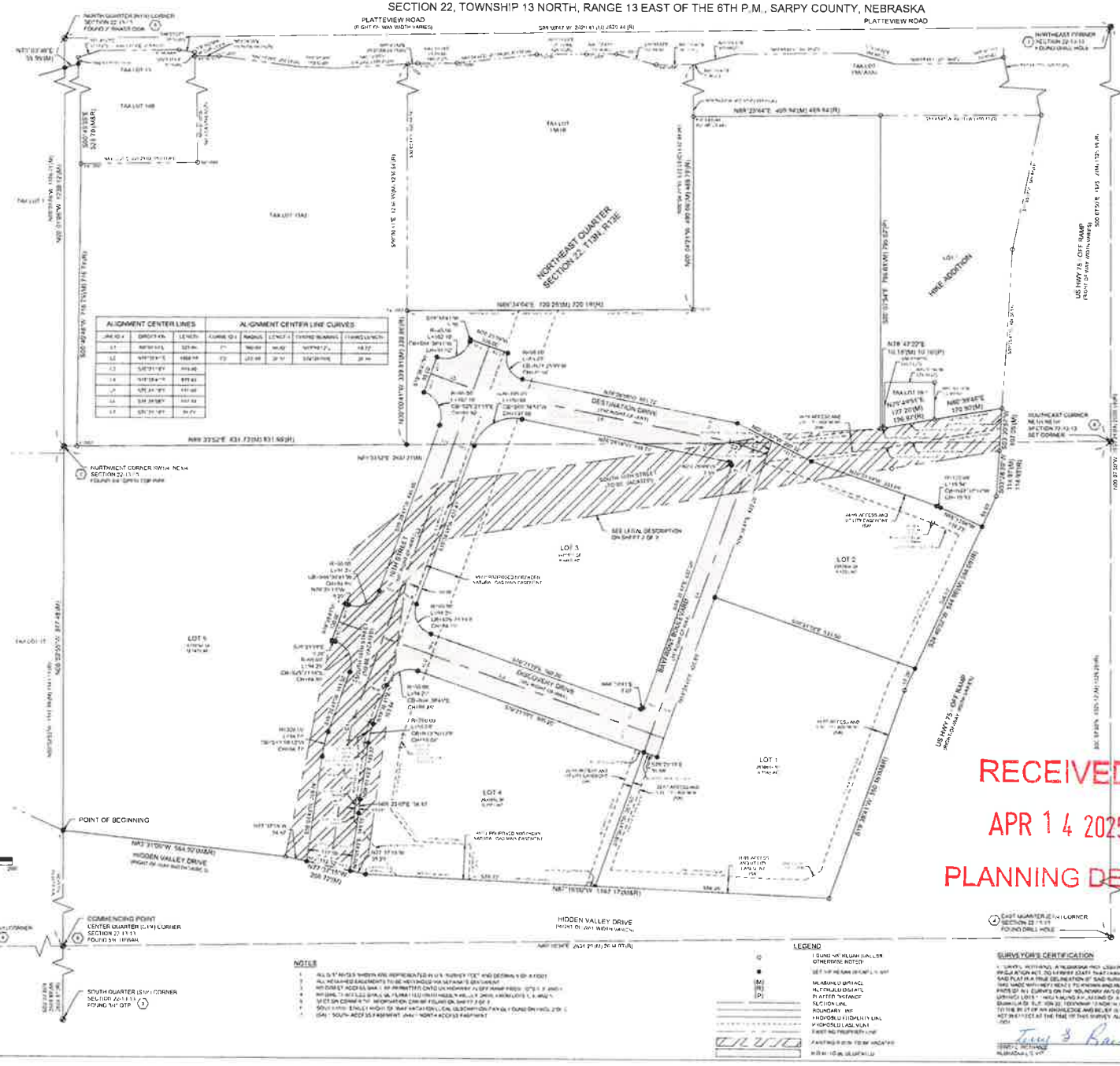
Notes

BELLEVUE ENTERTAINMENT DISTRICT

LOTS 1 THRU 5

A TRACT OF LAND CONTAINING ALL OF TAX LOTS 20 THRU 22 IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

ALSO LOCATED IN
NE ¼ NE ¼ 22 13 13
SE ¼ NE ¼ 22 13 13
NW ¼ NE ¼ 22 13 13
SW ¼ NE ¼ 22 13 13



ALIGNMENT CENTER LINES			ALIGNMENT CENTER LINE CURVES				
LINE ID #	BEARING	LENGTH	CURVE ID #	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
L1	N89°59'51"E	331.84'	C1	760.00'	44.92'	N01°44'14"E	44.92'
L2	N89°59'51"E	1668.94'	C2	1,033.00'	29.31'	S00°39'59"W	29.31'
L3	S00°01'09"E	444.46'					
L4	N89°58'34"E	870.61'					
L5	N89°34'49"E	111.00'					
L6	S89°34'49"W	111.00'					
L7	S89°34'49"W	760.84'					
L8	S89°34'49"W	111.00'					

NOTES

1. ALL 5/8" RODS SHOWN ARE REPRESENTED BY A 5/8" SURVEY "TEE" AND BEGINNING IN JULY 2024.
2. ALL METAMED EASEMENTS TO BE METAMED VIA SEPARATE INSTRUMENT.
3. NO DIRECT ACCESS SHALL BE PERMITTED ONTO US HIGHWAY 75 OFF RAMP FROM LOTS 1, 2 AND 3.
4. ALL LOTS SHALL UTILIZE FULL ACCESS FROM INTERIOR ROADWAYS.
5. WEST QUARTER CORNER INFORMATION CAN BE FOUND ON SHEET 2 OF 2.
6. SOUTH LINE, ENTIRELY RIGHT OF WAY MONUMENTATION, IS FOUND ON PKNL 278.
7. (DAV) - SOUTH ACCESS EASEMENT, (NAV) - NORTH ACCESS EASEMENT

LEGEND

- ⊙ FOUND 5/8" REBAR (UNLESS OTHERWISE NOTED)
- ○ SET 5/8" REBAR W/ CAP (LS-607)
- (M) MEASURED DISTANCE
- (R) RECORDED DISTANCE
- (P) PLATTED DISTANCE
- SECTION LINE
- BOUNDARY LINE
- PROPOSED PROPERTY LINE
- PROPOSED LEASE PLAT
- EXISTING PROPERTY LINE
- EASEMENT AS ITEM INDICATED
- RIGHT-OF-WAY LINE

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, CITY OF BELLEVUE, NEBRASKA, OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATION AND ENCOMPASSED WITHIN THE PLAT, HAVE CAUSED SAID LAND TO BE SURVEYED INTO LOTS AND STREETS TO BE NUMBERED AS SHOWN, AND WE DO HEREBY DEDICATE TO THE PUBLIC THE STREETS AND ALL SHELLS AS SHOWN ON SAID SURVEYED PLAT OF LAND KNOWN AS BELLEVUE ENTERTAINMENT DISTRICT LOTS 1 THRU 5 AND WE DO HEREBY RATIFY AND APPROVE THE DEDICATION OF OUR PROPERTY AS SHOWN ON THE PLAT. FURTHERMORE, SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION TRANSMITTING COMMUNICATION SIGNALS AUTHORIZED TO USE THE CITY STREETS, EXCEPT AS STATED BELOW TO LIMITS, OPERATE, MAINTAIN REPAIR AND REMOVE POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND 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 RECEPTION ON OVER THROUGH, UNDER AND ACROSS A (C) FIVE FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES AN (E) EIGHT FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINE OF ALL INTERIOR LOTS AND A (A) FIVE FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINE OF ALL EXTERIOR LOTS. THE "TERM EXTERIOR LOTS" IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. SAID (A) FIVE FOOT WIDE EASEMENT WILL BE REDUCED TO AN (E) EIGHT FOOT WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

NO UTILITY SHALL RUN ON, THROUGH, UNDER AND ACROSS OR PARALLEL TO THE 40.00 FOOT WIDE NORTHERN NATURAL GAS MAIN EASEMENT AND UTILITY EASEMENT THE 40.00 FOOT WIDE NORTHERN NATURAL GAS MAIN EASEMENT SHALL FIRST BE APPROVED BY NORTHERN NATURAL GAS.

IN WITNESS WHEREOF, WE DO SET OUR HANDS

CITY OF BELLEVUE, NEBRASKA

_____
RUSTY FRIEL, MAYOR

ACKNOWLEDGEMENT OF NOTARIES

STATE OF _____)
) SS
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2025, BEFORE ME A NOTARY PUBLIC DULY COMMISSIONED AND QUALIFIED FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ WHO IS/ARE PERSONALLY KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE ABOVE INSTRUMENT AS INDIVIDUALS AND HE ACKNOWLEDGED THE SIGNING OF THE SAME TO BE HIS VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THE DATE LAST ABOVE SAID.

_____
NOTARY PUBLIC

LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING ALL OF TAX LOTS 20 THRU 22 IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 22; THENCE ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 AN ASSUMED BEARING OF NORTH 00°01'09" WEST, A DISTANCE OF 1,318.92 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HIDDEN VALLEY DRIVE; SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST LINE OF THE NORTHEAST QUARTER, NORTH 00°01'09" WEST, A DISTANCE OF 444.46 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1 HINE ADDITION; THENCE ON SAID SOUTH LINE OF LOT 1 HINE ADDITION, NORTH 89°59'51" EAST, A DISTANCE OF 331.84 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 HINE ADDITION; THENCE CONTINUING ON SAID NORTH LINE OF LOT 1 HINE ADDITION, NORTH 89°58'34" EAST, A DISTANCE OF 870.61 FEET TO A POINT ON THE SOUTH LINE OF LOT 1 HINE ADDITION; THENCE ON SAID SOUTH LINE OF LOT 1 HINE ADDITION, NORTH 89°34'49" EAST, A DISTANCE OF 111.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY 75 OFF RAMP; THENCE ON SAID WEST LINE OF US HIGHWAY 75 OFF RAMP, SOUTH 00°39'59" WEST, A DISTANCE OF 29.31 FEET; THENCE SOUTH 89°34'49" WEST, A DISTANCE OF 760.84 FEET; THENCE SOUTH 00°01'09" EAST, A DISTANCE OF 444.46 FEET; THENCE SOUTH 89°58'34" WEST, A DISTANCE OF 1,668.94 FEET; THENCE SOUTH 89°59'51" WEST, A DISTANCE OF 331.84 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 1,015,107 SQUARE FEET OR 23.30 ACRES, MORE OR LESS.

APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAT OF BELLEVUE ENTERTAINMENT DISTRICT LOTS 1 THRU 5 WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION

ON THIS ____ DAY OF _____, 2025.

_____
CHAIRMAN

APPROVAL OF THE BELLEVUE CITY COUNCIL

THE PLAT OF BELLEVUE ENTERTAINMENT DISTRICT LOTS 1 THRU 5 WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF BELLEVUE.

ON THIS ____ DAY OF _____, 2025.

APPROVAL OF THIS FINAL PLAT SHALL BECOME NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

_____
MAYOR

ATTEST

_____
CITY CLERK

SARPY COUNTY TREASURER'S CERTIFICATE

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

ON THIS ____ DAY OF _____, 2025.

_____
SARPY COUNTY TREASURER

REVIEWED BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF BELLEVUE ENTERTAINMENT DISTRICT LOTS 1 THRU 5 WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE, THIS ____ DAY OF _____, 2025.

_____
COUNTY SURVEYOR/DESIGNEE

SURVEYOR'S CERTIFICATION

I, [illegible], A REGISTERED AND LICENSED LAND SURVEYOR WITHIN THE STATE OF NEBRASKA, HEREBY CERTIFY THAT I PROPERLY SURVEYED, PLATTED AND LAID OUT THE LAND SHOWN HEREON AS BELLEVUE ENTERTAINMENT DISTRICT LOTS 1 THRU 5, AS SURVEYED, PLATTED AND LAID OUT UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEBRASKA AND THE ORDINANCES OF THE CITY OF BELLEVUE, NEBRASKA; THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED; AND THAT THE POSITION OF ALL OTHER MONUMENTS WILL BE CORRECTLY SET AS SHOWN ON THIS PLAT.

I FURTHER CERTIFY THAT THE LOTS IN THE SUBDIVISION AS PLATTED ARE LOCATED ENTIRELY WITHIN THE BOUNDARIES OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND THAT THE LOTS ARE NOT LOCATED WITHIN THE BOUNDARIES OF ANY FLOODPLAIN AS DESIGNATED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DATED THIS 14TH DAY OF APRIL, 2025.

_____
NEBRASKA REGISTERED LAND SURVEYOR

4/14/2025
DATE

NEBRASKA REGISTERED LAND SURVEYOR LS-607

RECEIVED
APR 14 2025
PLANNING DEPT

olsson

2111 South 67th Street
Suite 200
Omaha, NE 68106
(tel) 402.341.1116
(fax) 402.341.5895

FINAL PLAT
BELLEVUE ENTERTAINMENT DISTRICT
LOTS 1 THRU 5

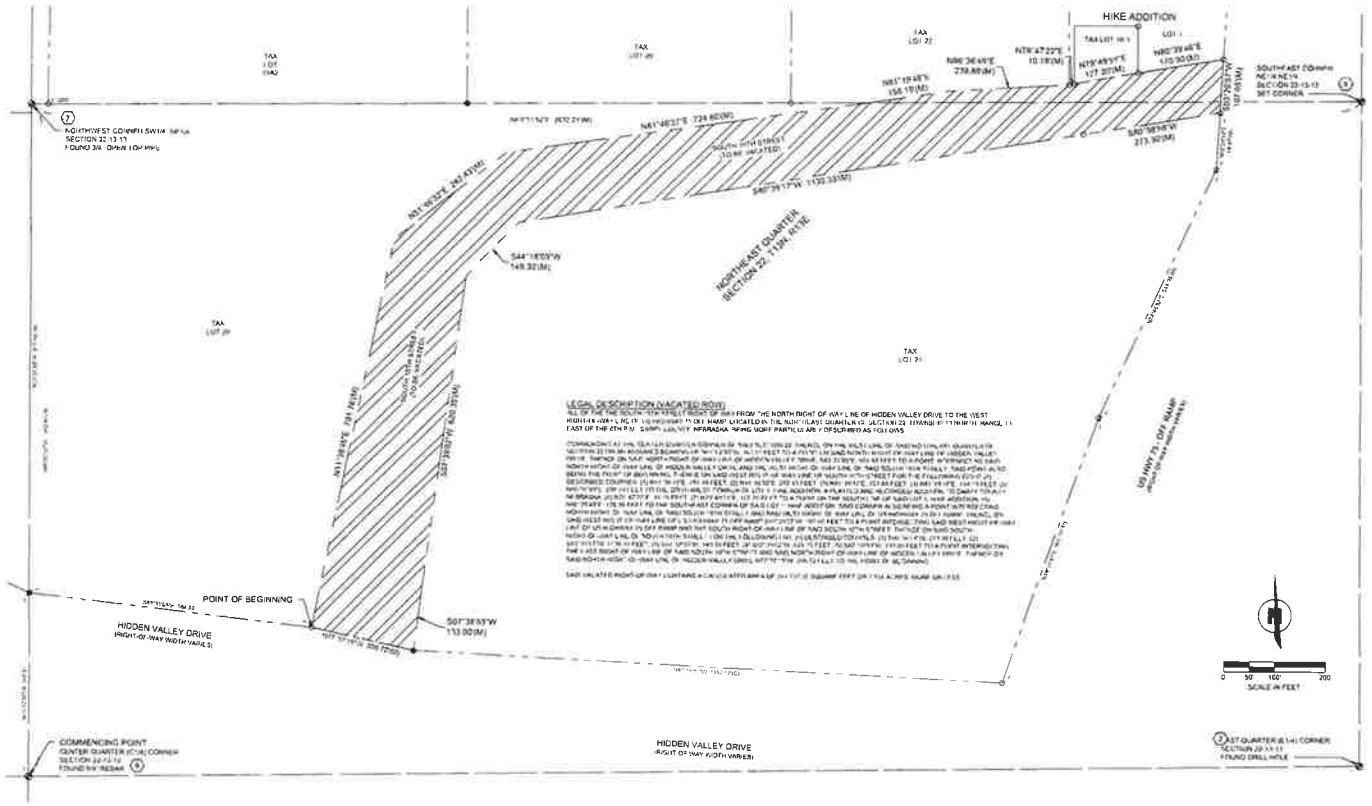
NO.	DESCRIPTION	DATE
1		

SHEET
1 of 2

BELLEVUE ENTERTAINMENT DISTRICT

LOTS 1 THRU 5

A TRACT OF LAND CONTAINING ALL OF TAX LOTS 20 THRU 22 IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA



SECTION CORNER TIES

1. NORTHEAST CORNER SECTION 22-13-13
FOUND DRILL HOLE
SARPY COUNTY MONUMENT 1894
SE 51.09 FEET TO HIGHWAY STATION STAMP #137
NE 99.69 FEET TO HIGHWAY STATION STAMP #138
SW 64.66 FEET TO HIGHWAY STATION STAMP #1140
NW 76.75 FEET TO HIGHWAY STATION STAMP #1364

2. EAST QUARTER CORNER OF SECTION 22-13-13
FOUND DRILL HOLE IN CENTER OF 24" CONCRETE POST
IN E/L W.L.S.I. NON-MOTORIZED LANE OF U.S. HWY 275
UNDER THE BRIDGE
SARPY COUNTY MONUMENT 1894
SE 56.16 FEET TO HIGHWAY STATION STAMP #1140
NE 77.91 FEET TO HIGHWAY STATION STAMP #1139
NW 63.16 FEET TO THE NW SIDE OF A WITH CURB AND POST
NORTH SIDEWALK
SW 57.10 FEET TO THE NW SIDE OF A WITH CURB AND POST
SOUTH OF INLET

3. SOUTH QUARTER CORNER OF SECTION 22-13-13
FOUND 3/4" OPEN TOP PIPE
SARPY COUNTY MONUMENT 1202
S 10.76 FEET TO 3/4" OPEN TOP PIPE
ESE 61.67 FEET NW 0.76 FEET TO TOP OF 10" HCP POST
SW 49.81 FEET TO CENTER OF INLET

4. 1/4 1/4 QUARTER CORNER OF SECTION 22-13-13
FOUND 1/2" REBAR
SARPY COUNTY MONUMENT 1910
NW 10.39 FEET TO 5/8" REBAR IN SOUTH FACE OF POWER POLE
NW 56.21 FEET TO NW CORNER IN EAST FACE OF POWER POLE
SSE 44.05 FEET NORTHEAST CORNER OF CONCRETE WELL CASING
NNE 39.11 FEET TO NW CORNER IN SOUTH FACE OF POWER POLE

5. NORTH QUARTER CORNER SECTION 22-13-13
FOUND 3" BRASS CAP IN TOP OF 24" ATTENUATED ROAD
SARPY COUNTY MONUMENT 847
ESE 12.31 FEET TO MAG NAIL IN CONCRETE, 0.6 FEET S OF E/L W.L.S.I.
NNW 10.24 FEET TO SELECTION SE MING BOLT OF NUE UTILITY
S 88.56 FEET TO SARPY COUNTY NAIL AND WASHER IN POWER POLE, 0.8 FEET W OF W/L W.L.S.I.
WSW 40.74 FEET TO SARPY COUNTY NAIL AND WASHER IN POWER POLE, 0.8 FEET S

6. CENTER QUARTER CORNER SECTION 22-13-13
FOUND 1/2" REBAR
NNW 255.74 FEET TO MAG NAIL IN NOTCH
N 144.55 FEET TO 1/2" REBAR W/CAP
NNW 274.46 FEET TO MAG NAIL IN BULL HOOK

7. NORTHWEST CORNER SOUTHWEST QUARTER OF THE NORTHEAST QUARTER SECTION 22-13-13
FOUND 3/4" OPEN TOP PIPE
N 9.94 FEET TO 3/4" NAILS
E 34.21 FEET TO 1/2" REBAR W/CAP
S 10.10 FEET TO 10MM BOLT

8. SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER SECTION 22-13-13
FOUND SURVEY MARKER
SW 14.51 FEET TO PK NAIL IN JOINT LINE OF SHOULDER OF NORTH BOUND HIGHWAY 71
NW 36.6 FEET TO PK NAIL IN JOINT LINE OF SHOULDER OF NORTH BOUND HIGHWAY 71
NE 62.56 FEET TO PK NAIL IN JOINT LINE OF SHOULDER OF NORTH BOUND HIGHWAY 71
SE 24.75 FEET TO PK NAIL IN JOINT LINE OF SHOULDER OF NORTH BOUND HIGHWAY 71

olsson
2111 South 67th Street, Suite 200
Omaha, NE 68106
TEL 402 341 1116
FAX 402 341 5895

FINAL PLAT

BELLEVUE ENTERTAINMENT DISTRICT
LOTS 1 THRU 5

SHEET
2 of 2

SUBDIVISION AGREEMENT
Bellevue Entertainment District (Lots 1-5)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, among _____, LLC, a Nebraska limited liability corporation, (hereinafter referred to as "Subdivider"), _____, (hereinafter referred to as "Association"), and the CITY OF BELLEVUE, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A" (hereinafter referred to as the "Area to be Developed"); and,

WHEREAS, the Subdivider proposes to build public improvements in the area to be developed; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be constructed within the area to be developed to the sewer system of the City; and,

WHEREAS, the Subdivider has or will create the _____ comprised of the property owners of Lots _____ and Outlots _____; and,

WHEREAS, the parties wish to agree on the method for the installation and allocation of expenses for public improvements to be constructed in the property.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs and miscellaneous costs.

SECTION I

Subdivider shall construct and install all items stated in this Section, and perform all other duties listed in this section. Subdivider shall, contemporaneously with the filing of the final plat, present to the City Clerk for the benefit of the City binding contracts in full force and effect calling for the timely and orderly installation of the following public improvements, according to the terms of those contracts for the installation of the improvements set forth in this section:

A. Concrete paving of all streets dedicated, per the plat (Exhibit "A"), as shown on the Preliminary Site Plan (Exhibit "B"). Phase 1 streets shall be constructed upon the development of Lot 1. Phase 2 streets shall be constructed upon the development of future lots.

B. All sanitary sewer mains, manholes and related appurtenances constructed in dedicated street rights-of-way and easements, per plat (Exhibit "A"), as shown on the Preliminary Sanitary Sewer Plan (Exhibit "C"). Phase 1 sanitary sewers shall be constructed upon the development of Lot 1. Phase 2 sanitary sewers shall be constructed upon the development of future lots.

C. Storm sewers, inlets, manholes and related appurtenances constructed in streets right-of-way and easements, per plat (Exhibit "A"), as shown on the Preliminary Storm Sewer Plan (Exhibit "D"). Phase 1 storm sewers shall be constructed upon the development of Lot 1. Phase 2 storm sewers shall be constructed upon the development of future lots.

D. Water and gas distribution mains located within dedicated street rights-of-way dedicated per plat (Exhibit "A") to be installed by the Metropolitan Utilities District, as shown on the Preliminary Utility Plan (Exhibit "E"). A contract with MUD will be provided by the Subdivider to the City as soon as available, but in no

event longer than four months from the date of execution of this agreement. Phase 1 water and gas mains shall be constructed upon the development of Lot 1. Phase 2 water and gas mains shall be constructed upon the development of future lots.

E. Street lighting for public streets dedicated per plat (Exhibit "A") to be installed by the Omaha Public Power District. A contract with OPPD will be provided by the Subdivider to the City as soon as available, but in no event longer than four months from the date of execution of this agreement. Phase 1 streetlights shall be constructed upon the development of Lot 1. Phase 2 streetlights shall be constructed upon the development of future lots.

F. Underground electrical service to each of the lots in the area to be developed to be installed by the Omaha Public Power District. A contract with OPPD will be provided by the Subdivider to the City as soon as available, but in no event longer than four months from the date of execution of this agreement. Phase 1 electrical service shall be constructed upon the development of Lot 1. Phase 2 electrical service shall be constructed upon the development of future lots.

G. Sidewalks along both sides of all public streets within the area to be developed shall be constructed by the Subdivider in conformance with Section 7-5, (where applicable), according to the following schedule:

1. Curb ramps shall be constructed per City standards at all public street intersections. Construction of these ramps shall be included in the street paving project, but shall not take place until after all conflicting utilities have been installed.
2. Sidewalks shall be constructed along all street frontages for all outlots as part of the initial public improvement projects.
3. Sidewalks shall be constructed immediately abutting vacant lots as soon as the lots comprising sixty-five percent (65%) of the abutting footage on such side have been built upon.
4. Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits.
5. In any event, all sidewalks and street trees shall be constructed upon any public streets adjacent to the plat within three (3) years of the recording of the subdivision plat.

H. Post-construction stormwater management shall be provided by the use of regional detention/retention ponds located off-site, but within the boundary of the overall Bellevue Entertainment District. Said improvements shall be located as shown on the Preliminary Post-construction Stormwater Management Plan (Exhibit "F"). City of Bellevue shall require said ponds to be constructed in conjunction with future development of the Bellevue Entertainment District and shall require subdivider to pay for a portion of the improvements pursuant to the Bellevue Master Fee Schedule and

SECTION II

The parties agree that the entire cost of all public improvements paid for privately by the Subdivider and set out in Section I herein shall be defrayed as follows:

A. One hundred percent (100%) of the entire cost of all street and sidewalk construction shall be paid for privately by the Subdivider.

B. One hundred percent (100%) of the entire cost of all sanitary sewers, including manholes and other appurtenances, shall be paid for privately by the Subdivider.

C. One hundred percent (100%) of the entire cost of water distribution system serving the area to be developed shall be paid for privately by the Subdivider.

D. One hundred percent (100%) of the entire cost of gas distribution system serving the area to be developed shall be paid for privately by the Subdivider.

E. One hundred percent (100%) of the entire cost of the installation of streetlights and the electrical power service distribution system shall be paid for privately by the Subdivider.

F. The Sediment and Erosion Control Plan to be submitted the City of Bellevue for compliance with NPDES regulations is attached hereto and incorporated herein as Exhibit "G". The City of Bellevue must approve said plan prior to City Engineer's second signature on the final plat. The initial construction cost of grading and piping for temporary sediment and erosion control facilities shall be paid for privately by the Subdivider. Removal of said sediment and erosion control measures shall be the responsibility of the Subdivider. All silt basins are to remain in place until seventy-five percent (75%) of the drainage sub-basin serviced by these erosion control measures are fully developed, and with the written permission of the City Public Works Department authorizing their removal. Sediment removal shall be paid for privately by the Subdivider.

SECTION III

Subdivider covenants and agrees that the Subdivider will abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures, therefore.

SECTION IV

In the performance of this Agreement, the Subdivider shall not discriminate against any parties on account of race, color, creed, political or religious affiliation, sex, marital status, sexual orientation, gender identity, national origin, age, or disability in violation of federal or state laws or local ordinances.

SECTION V

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its sewer system to the sewer system of the City, in such manner and at such place or places designated on plans submitted by the Subdivider and approved by the City.

B. Upon the completion of any sanitary outfall sewer, if any, built by the Subdivider, the City shall be granted and they shall accept control and operation of the facility. The Subdivider shall convey by proper legal instrument all its rights, easements, title, and interest in such Sanitary Outfall Sewer to the City. The form of acquisition shall be upon approved City forms.

C. Without prior written approval by the City, the Subdivider shall not permit any sewer lines outside the presently described boundaries to be connected to: The sewer or sewer lines of the subdivision, any sewer from the subdivision's boundaries to the sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the subdivision. The Subdivider shall not collect charges for such connections.

D. At all times, all sewage from and through said subdivision into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

E. Before any connection from any premises to the sewer system of the subdivision may be made, a permit shall be obtained for said premises and its connection from the proper department of the City, which permit shall be obtainable on the same terms, conditions, and requirements of the City and for the same permit fee of the City applicable from time to time to permit property outside the City to connect to the sewer system of the City; it being expressly understood that the City reserves the right to collect all connection charges and fees as required by City ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

F. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the area to be developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulation.

G. The Subdivider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Subdivider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Subdivider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability. The Subdivider shall require the same warranty from each contractor with whom it contracts in any way pertaining to its sewage system. The prohibition provided for herein shall not apply to the retention of an attorney or other agent for the purpose of negotiating the provisions of this Agreement where the existence of such agency has been disclosed to the City.

H. The Subdivider expressly agrees that they are and shall be:

1. Bound by and to any provisions of any ordinances, rules and regulations hereafter made and adopted by the City of Bellevue applicable to subdivisions whose sewers connect directly or indirectly with or into sewers or sewage systems of the City of Bellevue; and,

2. Bound by any terms and provisions which by ordinance, resolution or rule of the City of Bellevue shall hereafter adopt or provide as being applicable to or required in contracts with subdivisions or in order to permit or continue the discharge of any sewage from a subdivision to flow into or through any part of the sewer or sewage system of the City of Bellevue.

SECTION VI

A. In the event the Subdivider shall plat additional lots which will be in the subdivision which he wishes to connect to the Bellevue sewer system, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any sewer permits are issued by the City.

B. The Subdivider and the City agree that payment made under Section VI-A of this Agreement shall constitute a Special Sewer Connection Fee for the area described in Section VI-A and shall be collected by the City as a Special Sewer Connection Fee as follows:

1. The real estate shall be charged the special sewer fee amount as set forth in Section VI-A for each lot or parcel.

2. The Special Sewer Connection fee shall be collected by the City from the owner of each lot or parcel of real estate in the amount as shown in Section VI-A prior to the time any such lot or parcel is built upon and before the building sewer is connected to the sanitary system of the subdivision.

C. The city may collect, within the area to be developed, the City's sewer connection and permit fees, as provided by existing City ordinances and its sewer use and connection fees as now or hereafter existing. Such fees shall be in addition to the payments provided for in Section VI-A herein.

D. In the event the Subdivider shall plat additional lots which will be in the subdivision, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any building permits are issued by the City.

SECTION VII

A. Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider. Plans for such proposed improvements that are to be located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

B. No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.

C. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.

D. This Subdivision Agreement shall be binding upon the parties, their respective successors and assigns and runs with the land shown on Exhibit "A"".

E. The violation or breach of this Agreement may be remedied by an action for specific performance, or other available legal or equitable remedies. Any statute of limitations applicable to an obligation under this Agreement shall be tolled until the obligee party provides to the obligor party a written demand for performance of the obligation by a certain deadline.

Space below intentionally left blank – Signature Page to follow.

IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

ATTEST:

CITY OF BELLVUE

CITY CLERK Date

MAYOR Date

APPROVED AS TO FORM

Subdivider Date

CITY ATTORNEY Date

On this ___th day of _____, 20___, before me, a Notary Public in and for said County and State, personally appeared _____, _____ of _____, LLC, who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

NOTARY PUBLIC
My Commission expires _____

On this ___th day of _____, 20___, before me, a Notary Public in and for said County and State, personally appeared _____, _____, who executed the above and acknowledged the execution thereof to be their voluntary act and deed.

NOTARY PUBLIC
My Commission expires _____

SUBDIVISION AGREEMENT EXHIBITS

EXHIBIT A	FINAL PLAT
EXHIBIT B	PRELIMINARY SITE PLAN
EXHIBIT C	PRELIMINARY SANITARY SEWER PLAN
EXHIBIT D	PRELIMINARY STORM SEWER PLAN
EXHIBIT E	PRELIMINARY UTILITY PLAN
EXHIBIT F	PRELIMINARY POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN
EXHIBIT G	SEDIMENT & EROSION CONTROL PLAN

SUBDIVISION AGREEMENT EXHIBITS

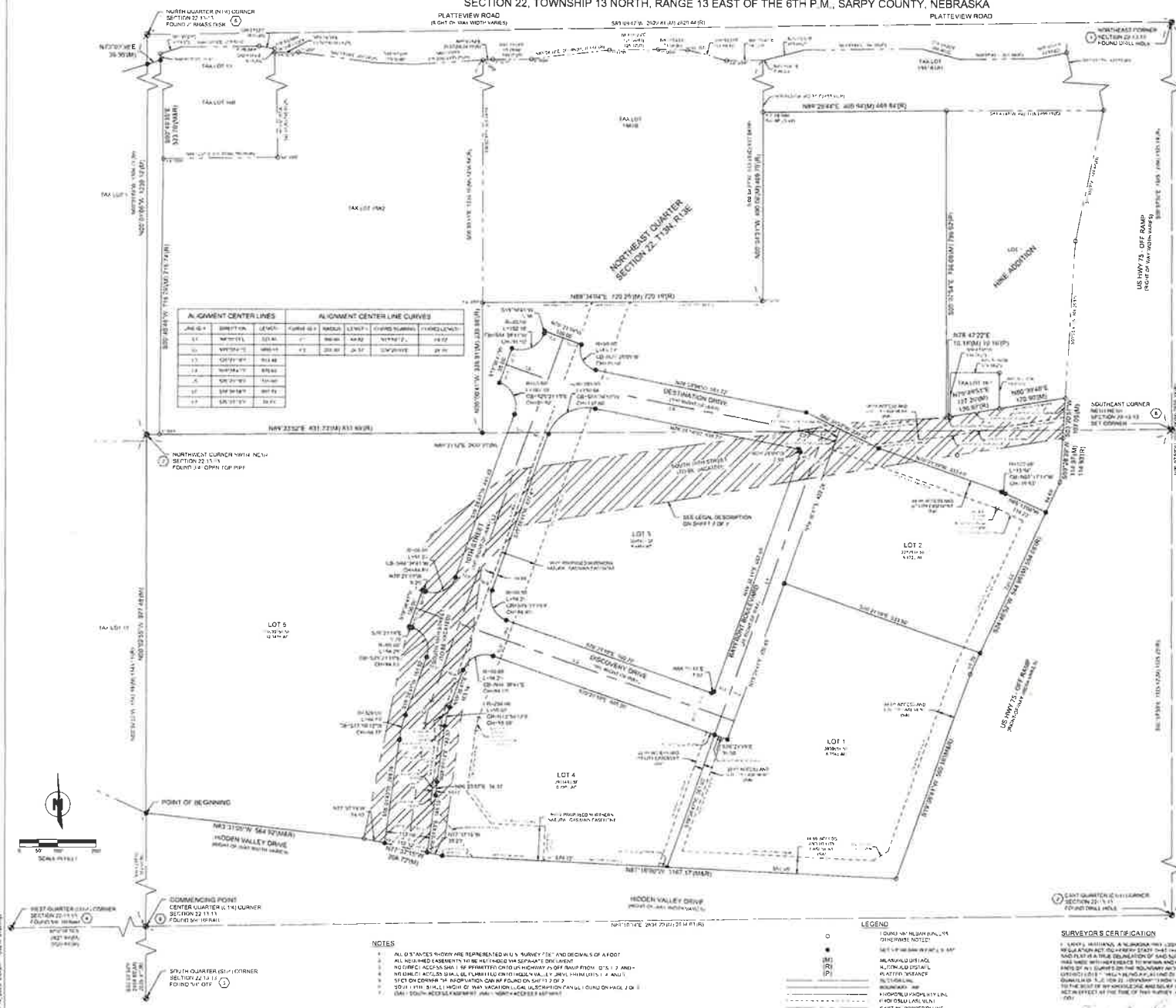
EXHIBIT A	FINAL PLAT
EXHIBIT B	PRELIMINARY SITE PLAN
EXHIBIT C	PRELIMINARY SANITARY SEWER PLAN
EXHIBIT D	PRELIMINARY STORM SEWER PLAN
EXHIBIT E	PRELIMINARY UTILITY PLAN
EXHIBIT F	PRELIMINARY POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN
EXHIBIT G	SEDIMENT & EROSION CONTROL PLAN

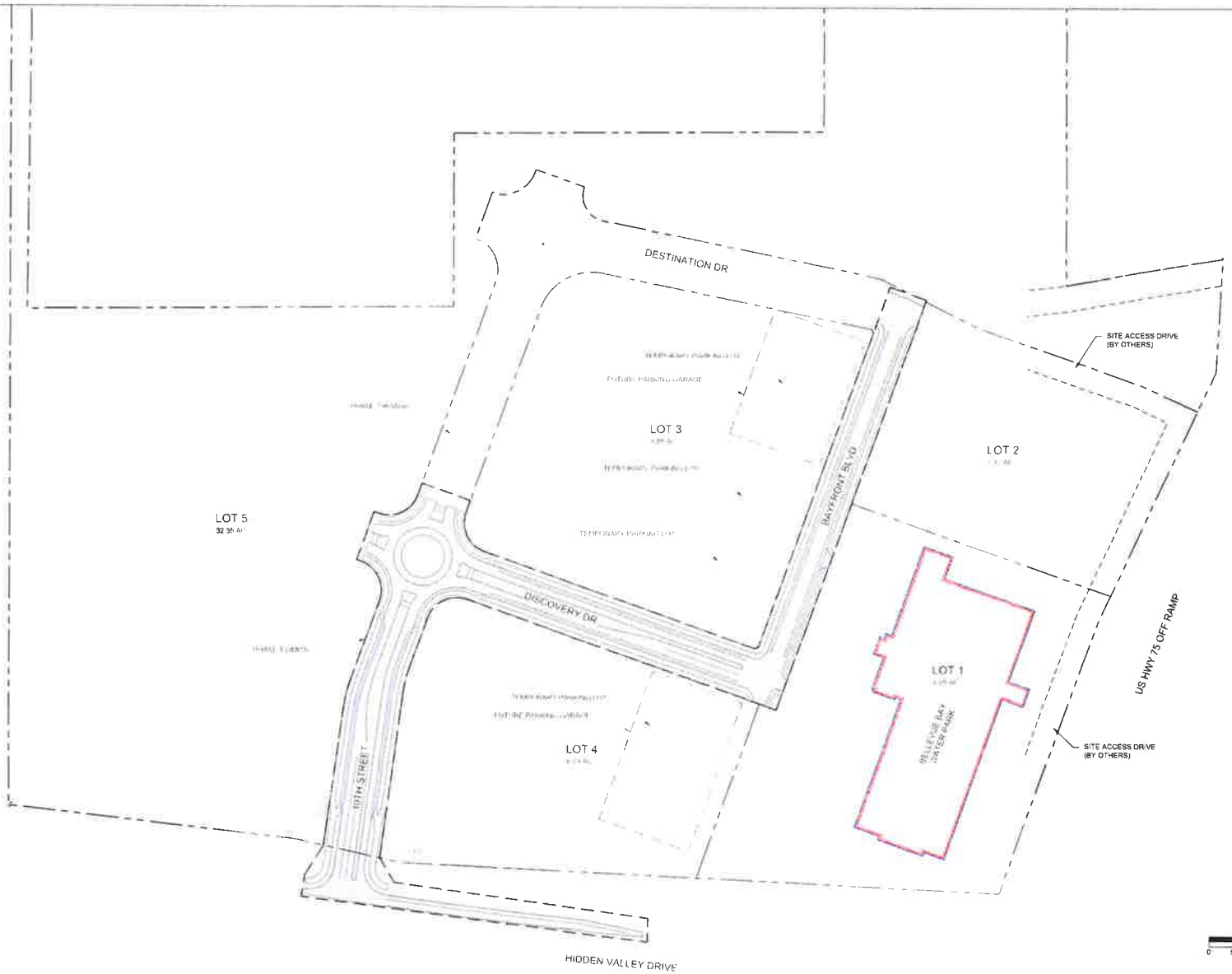
BELLEVUE ENTERTAINMENT DISTRICT

LOTS 1 THRU 5

A TRACT OF LAND CONTAINING ALL OF TAX LOTS 20 THRU 22 IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

ALSO LOCATED IN
NE¼ NE¼ SECTION 22-13-13
SE¼ NE¼ SECTION 22-13-13
NW¼ NE¼ SECTION 22-13-13
SW¼ NE¼ SECTION 22-13-13


PLATTEVIEW ROAD
(RIGHT-OF-WAY WIDTH VARIES)
NORTH QUARTER (N1/4) CORNER SECTION 22-13-13 FOUND 3" BRASS DISK
NORTHEAST CORNER SECTION 22-13-13 FOUND DRILL HOLE
NORTHEAST QUARTER SECTION 22, T13N, R13E
NORTHWEST CORNER NW1/4 SECTION 22-13-13 FOUND 3/4" OPEN TOP PIPE
SOUTHEAST CORNER SECTION 22-13-13 SEE LEGAL DESCRIPTION ON SHEET 2 OF 2
HINE ADDITION
US HWY 75 - OFF RAMP
US HWY 75 - OFF RAMP
DESTINATION DRIVE
DISCOVERY DRIVE
HIDDEN VALLEY DRIVE
HIDDEN VALLEY DRIVE
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
POINT OF BEGINNING
COMMENCING POINT
CENTER QUARTER (C1/4) CORNER SECTION 22-13-13 FOUND 5/8" REBAR
WEST QUARTER (W1/4) CORNER SECTION 22-13-13 FOUND 5/8" REBAR
SOUTH QUARTER (S1/4) CORNER SECTION 22-13-13 FOUND 5/8" REBAR
TAX LOT 20
TAX LOT 21
TAX LOT 22
TAX LOT 19A1
TAX LOT 19A2
TAX LOT 11
TAX LOT 11A
TAX LOT 19B
TAX LOT 19C
N89°34'44"E 170.25'(M) 170.19'(R)
N89°34'44"E 431.72'(M) 431.69'(R)
N89°34'44"E 260.17'(M)
N89°34'44"E 2634.75'(M) 2634.81'(R)
N89°34'44"E 469.84'(M)
N89°34'44"E 469.84'(R)
S89°49'47"W 2620.44'(M) 2620.64'(R)
N89°34'44"E 2634.75'(M) 2634.81'(R)
N89°34'44"E 2634.75'(M) 2634.81'(R)
N89°34'44"E 2634.75'(M) 2634.81



LEGEND

- PROPERTY LINES
- ACCESS EASEMENT
- PHASE 1 ROADS
- PHASE 2 ROADS
- ACCESS DRIVES (BY OTHERS)

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2111 South 67th Street
Suite 200
Omaha, NE 68106
olsson.com
TEL 402 341 1116
FAX 402 341 5895
Olsson - Engineering
Nebraska COA #CA-0636

REV NO	DATE	DESCRIPTION	BY

PRELIMINARY SITE PLAN
SUBDIVISION AGREEMENT

BELLEVUE ENTERTAINMENT DISTRICT
S. 10TH STREET & HIDDEN VALLEY DRIVE

BELLEVUE, NE

2025

drawn by RN
designed by BS
project no 021-0178
date 03/20/2025

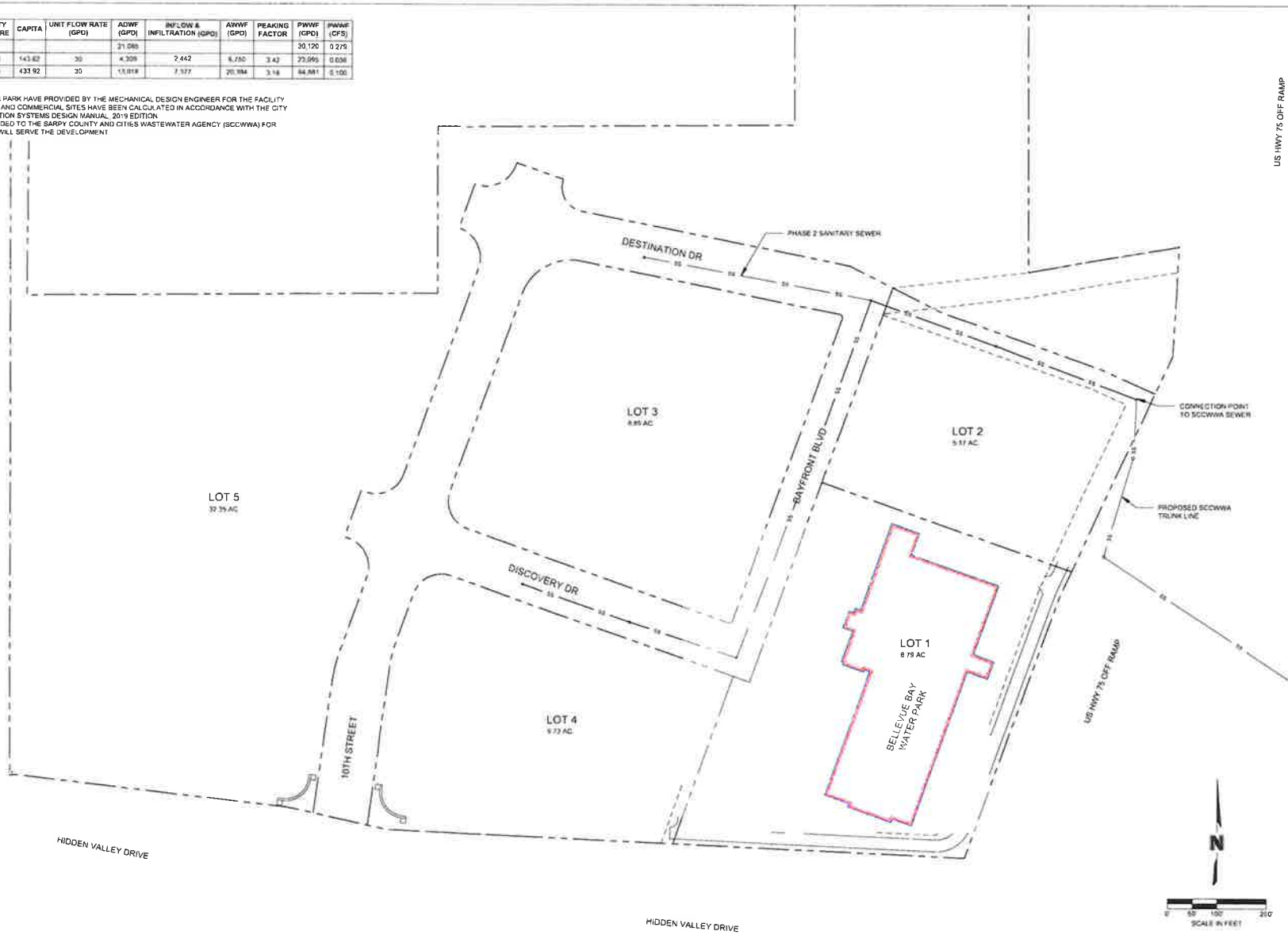
EXHIBIT
B

F:\2024\024501-04\000\024-0178\40 Design\AutoCAD\Final Plans\Sheets\GN\CVS\Subdivison Agreement\25 01 12_Exhibit B Site Plan_024-0378.dwg
DATE Mar 20, 2025 12:27pm USER ltotzruda

LOT	LAND USE	ACRES	DENSITY PER ACRE	CAPITA	UNIT FLOW RATE (GPD)	ADWF (GPD)	INFLOW & INFILTRATION (GPD)	AWWF (GPD)	PEAKING FACTOR	PWWF (GPD)	PWWF (CFS)
1	WATER PARK					21,060				30,120	0.279
2	HOTEL	5.17	27.78	143.62	30	4,309	2,442	6,750	3.42	23,095	0.036
3-4	COMMERCIAL	15.62	27.78	433.92	30	13,018	7,177	20,194	3.16	64,881	0.100

NOTES

1. SANITARY FLOWS FOR THE WATER PARK HAVE PROVIDED BY THE MECHANICAL DESIGN ENGINEER FOR THE FACILITY
2. SANITARY FLOWS FOR THE HOTEL AND COMMERCIAL SITES HAVE BEEN CALCULATED IN ACCORDANCE WITH THE CITY OF OMAHA WASTEWATER COLLECTION SYSTEMS DESIGN MANUAL, 2019 EDITION
3. SANITARY FLOWS SHALL BE PROVIDED TO THE SARPY COUNTY AND CITIES WASTEWATER AGENCY (SCCWWA) FOR SIZING OF THE TRUNK MAIN THAT WILL SERVE THE DEVELOPMENT



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Suite 200
Omaha, NE 68106
olsson.com
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FAX 402.341.5895
Olsson - Engineering
Nebraska COA #CA-0038

REV NO	DATE	DESCRIPTION	BY

PRELIMINARY SANITARY SEWER PLAN
SUBDIVISION AGREEMENT

BELLEVUE ENTERTAINMENT DISTRICT
S. 10TH STREET & HIDDEN VALLEY DRIVE

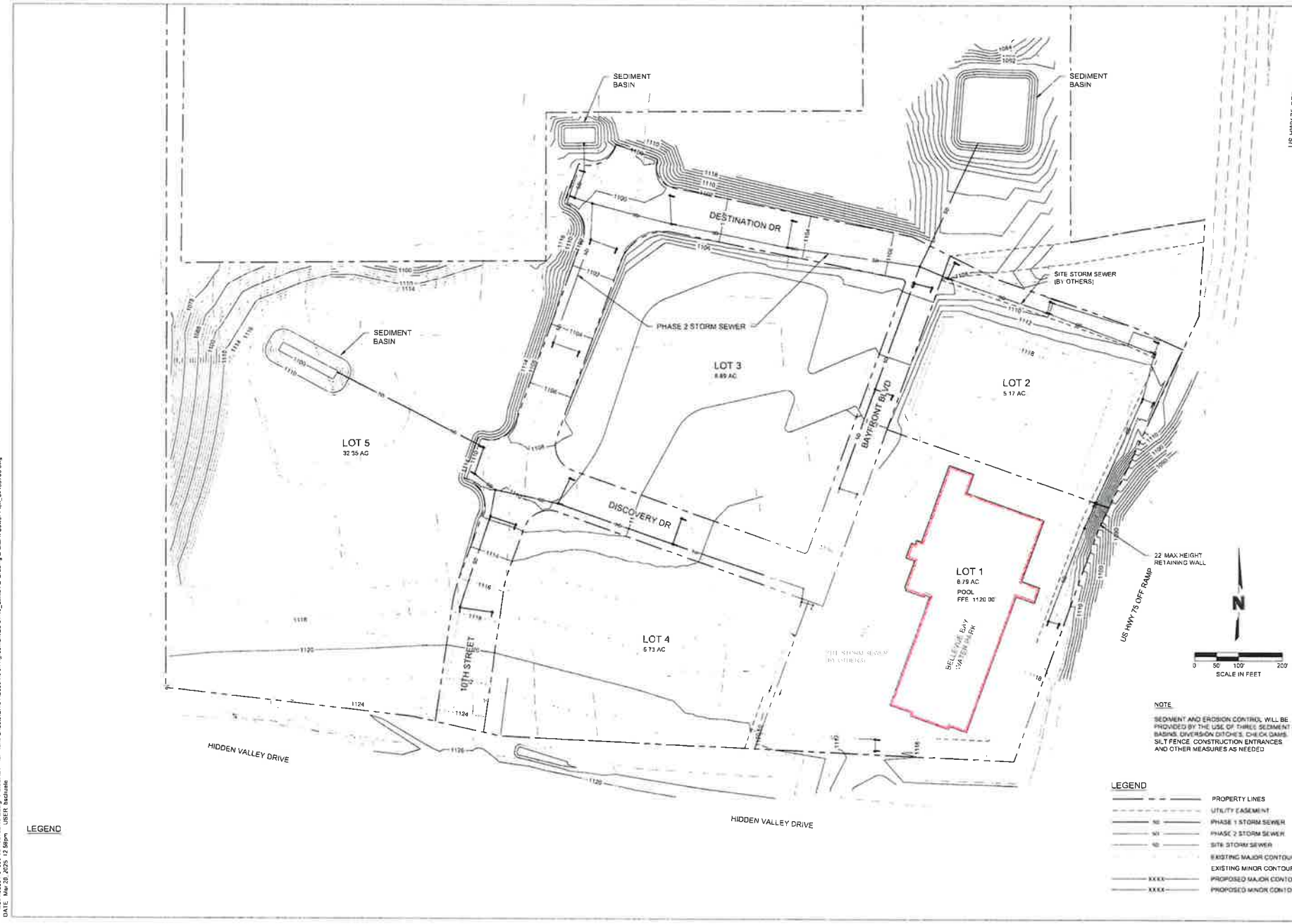
BELLEVUE, NE

2025

drawn by RN
designed by BS
project no 02-0370
date 03/20/2025

EXHIBIT
C

F:\Z024\0351 04\0370\24 0370\40 Design\Autod\CAD\Final Plans\Sheets\GNCV\Sublevsan Agreement\25 01 12_Exhibit C Sanitary Sewer Plan_(24037)06.dwg
DATE Mar 20, 2025 12:35pm USER lacouette



olsson
2111 South 67th Street
Suite 200
Omaha, NE 68106
olsson.com
TEL 402.341.1116
FAX 402.341.5895
Olsson - Engineering
Nebraska COA #CA-0536

NO	DATE	DESCRIPTION	BY

PRELIMINARY STORM SEWER PLAN
SUBDIVISION AGREEMENT

BELLEVUE ENTERTAINMENT DISTRICT
S. 10TH STREET & HIDDEN VALLEY DRIVE

BELLEVUE, NE

2025

Drawn By: BN
Designed By: BN
Project No: 024-0036
Date: 3/20/2025

EXHIBIT
D

F:\0024\0036\01 04\0\PIC\24-0376\040 Design\Civil\CAD\Final Plans\Sheets\GNOVISJacks on Agreement\25 01 12_Exhibit D Grading & Storm Sewer Plan_024003 6.dwg
DATE: Mar 20, 2025 12:56pm USER: bschuele

I:\2024\03\01-04000\024-03706\42 Design\AutoCAD\Civil Plans\Sheets\SNCV\Subdivision Agreement\25.01.17_Exhibit E Utility Plan_02403706.dwg
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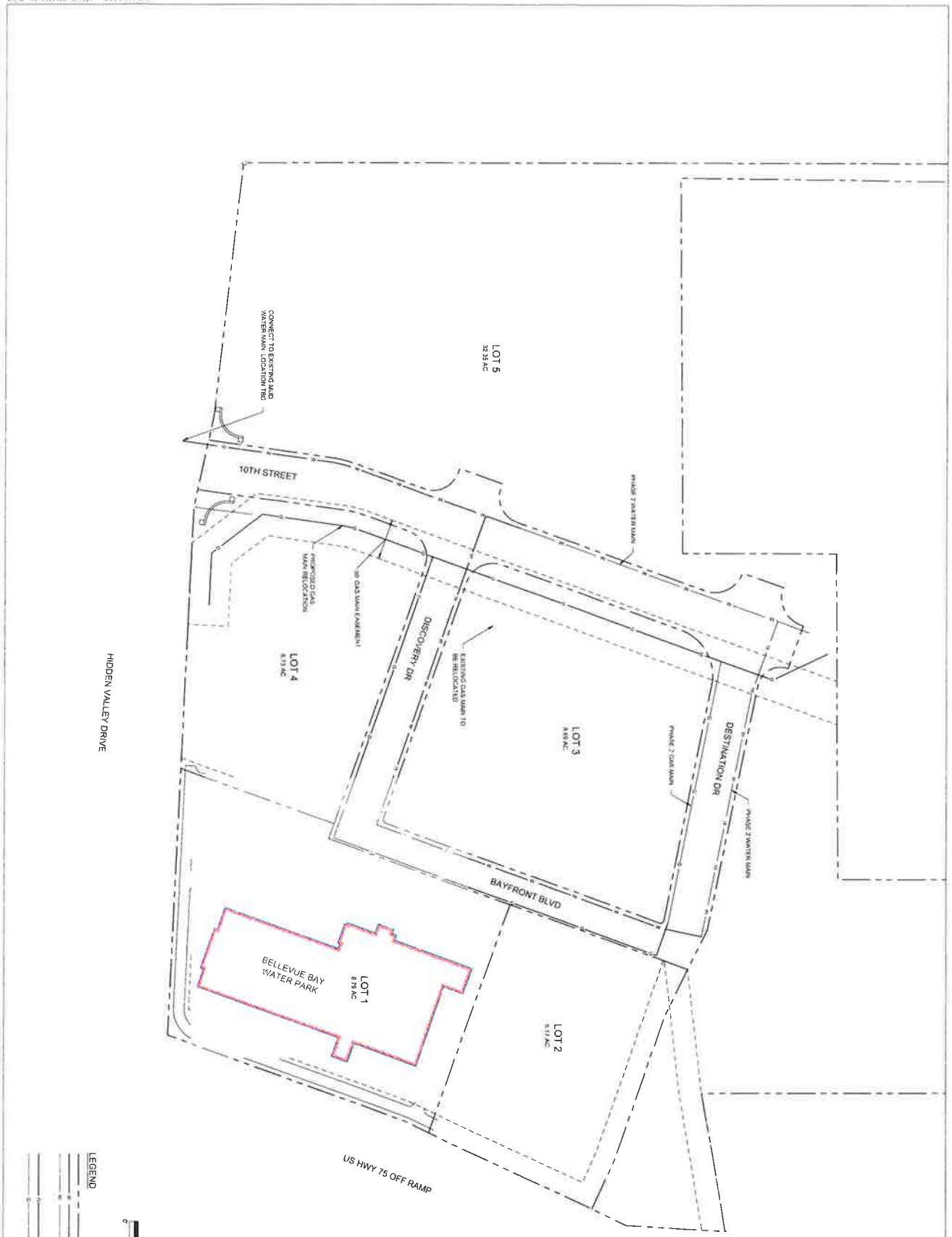


EXHIBIT E

PRELIMINARY UTILITY PLAN
SUBDIVISION AGREEMENT

BELLEVUE ENTERTAINMENT DISTRICT
S. 10TH STREET & HIDDEN VALLEY DRIVE

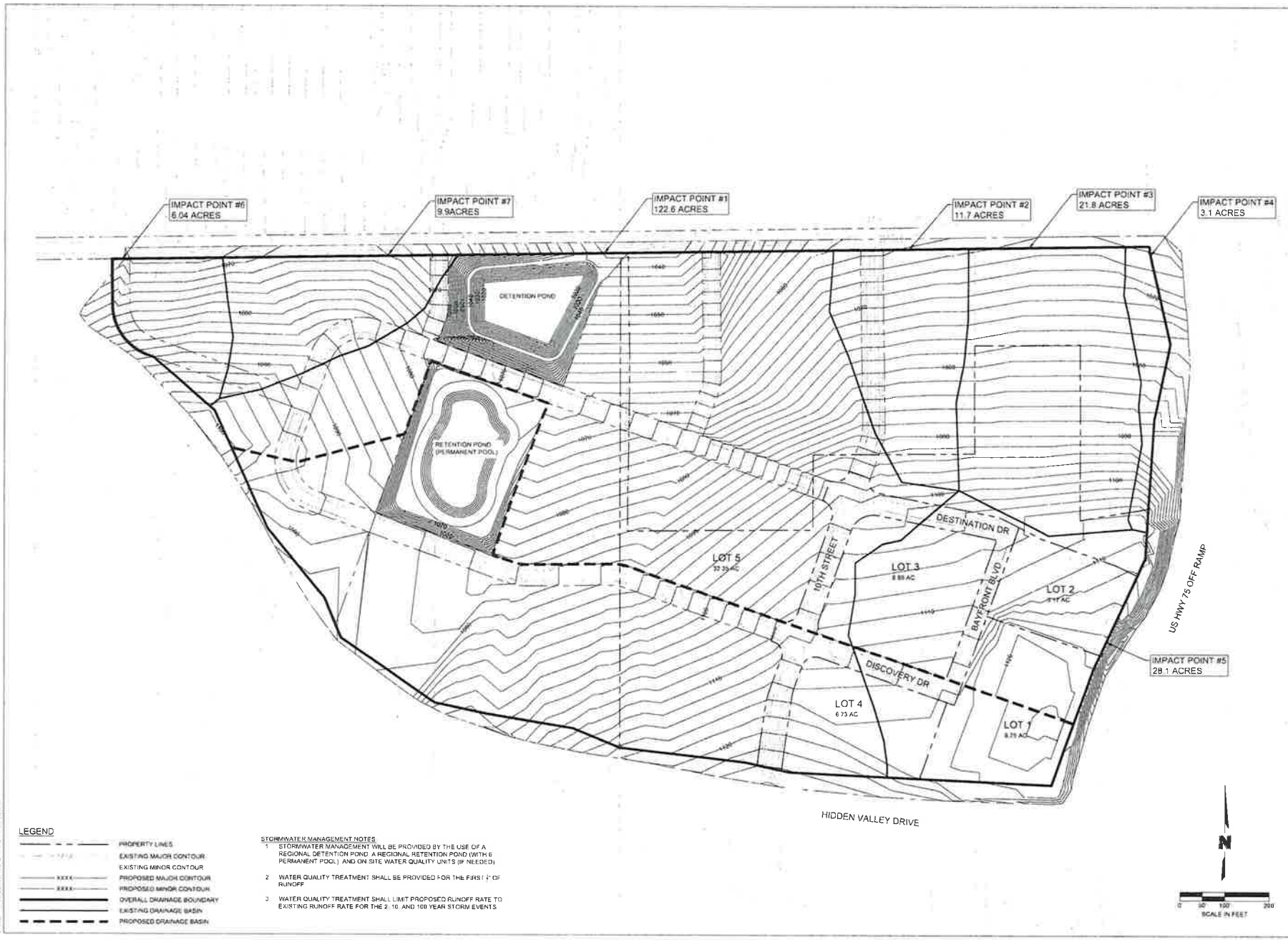
BELLEVUE, NE 2025

REV NO	DATE	DESCRIPTION	BY

REVISIONS

2111 South 67th Street
Suite 200
Omaha, NE 68106
olsson.com
TEL 402.341.1116
FAX 402.341.5895
Olsson Engineering
Nebraska CoA #CA0038

olsson



LEGEND

- PROPERTY LINES
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- OVERALL DRAINAGE BOUNDARY
- EXISTING DRAINAGE BASIN
- PROPOSED DRAINAGE BASIN

STORMWATER MANAGEMENT NOTES

1. STORMWATER MANAGEMENT WILL BE PROVIDED BY THE USE OF A REGIONAL DETENTION POND, A REGIONAL RETENTION POND (WITH 6 PERMANENT POOL) AND ON SITE WATER QUALITY UNITS (IF NEEDED)
2. WATER QUALITY TREATMENT SHALL BE PROVIDED FOR THE FIRST ½" OF RUNOFF
3. WATER QUALITY TREATMENT SHALL LIMIT PROPOSED RUNOFF RATE TO EXISTING RUNOFF RATE FOR THE 2, 10, AND 100 YEAR STORM EVENTS

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Suite 200
Omaha, NE 68106
olsson.com
TEL 402.341.1116
FAX 402.341.5895
Olsson - Engineering
Nebraska COA #CA-0038

REV NO	DATE	DESCRIPTION	BY

PRELIMINARY PCSMP
SUBDIVISION AGREEMENT

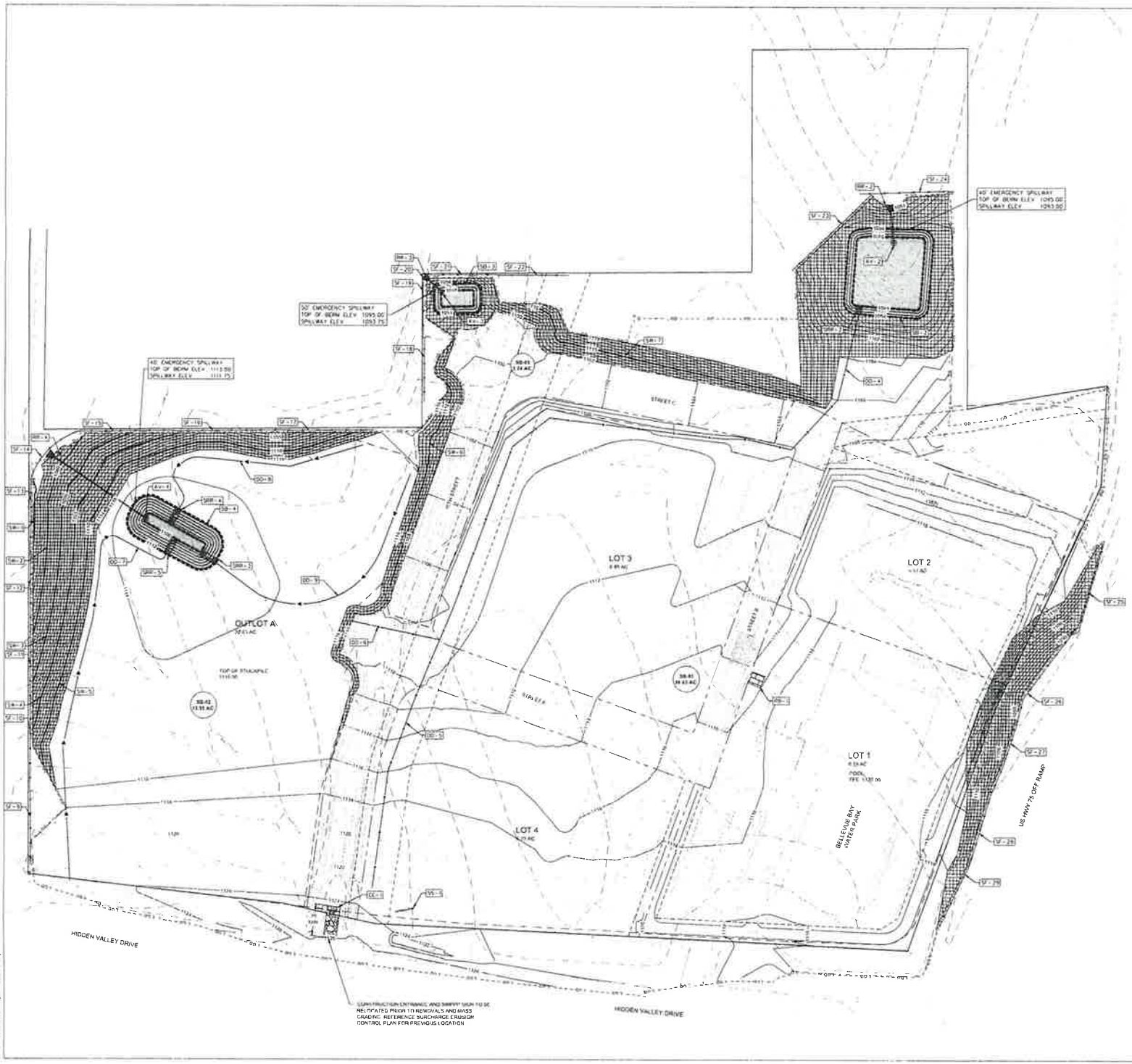
BELLEVUE ENTERTAINMENT DISTRICT
S. 10TH STREET & HIDDEN VALLEY DRIVE

BELLEVUE, NE

2025

EXHIBIT
F

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DATE: Mar 20, 2025, 1:34pm USER: bbalhorn



LEGEND

- PROPOSED DRAINAGE BASIN
- LIMITS OF DISTURBANCE
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR

NOTES:

1. CONSTRUCTION ENTRANCES AND CONCRETE WASHOUTS MAY BE LOCATED AT THE CONTRACTOR'S DISCRETION TO FACILITATE CONSTRUCTION AND SITE MOBILITY. HOWEVER, CONTRACTOR SHALL COORDINATE THOSE LOCATIONS WITH THE OWNER AND PROJECT ENGINEER PRIOR TO PLACEMENT. NO CONSTRUCTION ENTRANCES SHALL BE PLACED OFF OF EMMET STREET.
2. ALL SILT FENCES SHALL BE INSTALLED IN NO GREATER THAN 100-FEET RUNS. THE ENDS OF EACH RUN SHALL TURN UPHILL (J-HOOK) FOR AN APPROPRIATE DISTANCE (3-FOOT MINIMUM) TO KEEP WATER AND SEDIMENT FROM FLOWING TO THE NEXT SECTION OF SILT FENCE. TYPICAL. REFERENCE DETAIL SHEET C2.3.
3. REFERENCE NOTES SHEET C2.1 FOR MORE INFORMATION AND TEMPORARY SEEDING REQUIREMENTS THROUGHOUT CONSTRUCTION.
4. CONTRACTOR IS RESPONSIBLE FOR ANY FIELD MODIFICATIONS OF THE SWPPP DURING THE CONSTRUCTION DELAY / SETTLEMENT PHASE OF THE PROJECT TO MAINTAIN THE FUNCTIONALITY OF THE SWPPP AND COMPLY WITH ALL FEDERAL, STATE, AND LOCAL PERMIT REQUIREMENTS.
5. CONTRACTOR SHALL PERMANENTLY SEED, INSTALL EROSION CONTROL BLANKET / SLOPE WATTLES AND STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE. FINAL SEEDING SHALL BE COMPLETED PRIOR TO PLACING FINAL EROSION CONTROL BLANKET. REFERENCE PERMANENT SEED MIX TABLE FOR MIX DETAIL AND PLACEMENT.
6. NO LAND DISTURBING ACTIVITIES ARE ALLOWED OUTSIDE THE PERMITTED LIMITS OF DISTURBANCE (LOD) WITHOUT APPROVAL FROM THE OWNER AND PROJECT ENGINEER THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER IMMEDIATELY IF ANY DISTURBANCE IS NEEDED BEYOND THE PROPERTY LINE AND PERMITTED LOD AS SHOWN ON THE PLANS.
7. CONTRACTOR SHALL SEQUENCE OVERALL SWPPP/MASS GRADING ACTIVITIES SUCH THAT THE SEDIMENT BASINS (SB), TEMPORARY OUTLET DEVICES (AV), AND THE VARIOUS OTHER BMPS AND DIVERSIONS SHOWN ON THIS PLAN ARE INSTALLED AND FUNCTIONING PRIOR TO CONSTRUCTION OF MASS GRADING ACROSS THE REST OF THE SITE.
8. AREAS WITH EROSION CONTROL BLANKET SHALL HAVE PERMANENT SEEDING. LOT 1 SHALL NOT BE SEEDED DUE TO CONSTRUCTION ACTIVITY. ALL OTHER AREAS SHALL BE TEMPORARY SEEDING.
9. CONTOURS ARE SHOWN AT 2' INTERVALS.

TEMPORARY SEEDING	
DATE	APPLICATION
MAR 15 - JUL 1	COVER CROP - DRILL SEED OATS & RYEGRASS. OATS SEEDING RATE - 2.0 BU OR 80 LBS /AC. RYEGRASS SEEDING RATE - 30 LBS /AC.
JUL 1 - SEPT 1	COVER CROP - DRILL SEED OATS. SEEDING RATE - 1.5 BU OR 48 LBS /AC.
SEPT 1 - OCT 31	COVER CROP - DRILL SEED WINTER WHEAT - 1 BU OR 60 LBS /AC OR WINTER RYE - 1 BU OR 56 LBS /AC.

BMP LEGEND (REFERENCE DETAIL SHEETS)

- AV-# TEMPORARY OUTLET STRUCTURE REFERENCE DETAIL SHEET C2.2
- CE-# STABILIZED CONSTRUCTION ENTRANCE REFERENCE DETAIL SHEET C2.3
- DD-# DIVERSION DIKE WITH CHECK DAMS REFERENCE DETAIL SHEET C2.2
- INLET PROTECTION REFERENCE DETAIL SHEET C2.3
- SRR-# SLOPE RIP RAP PROTECTION REF DETAIL SHEET C2.2
- SB-# SEDIMENT BASIN REF DETAIL SHEET C2.1
- SF-# SILT FENCE REFERENCE DETAIL SHEET C2.3
- SW-# SLOPE WATTLE REFERENCE DETAIL SHEET C2.2
- SS-# SWPPP SIGN PER PCWP REQUIREMENTS. REFERENCE DETAIL SHEET C2.1
- PB-# PORTABLE BATHROOM
- EROSION CONTROL BLANKET REF OMAHA REGIONAL STORMWATER MANUAL (FIG 4.11) REFERENCE SPECIFICATION

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SEDIMENT AND EROSION CONTROL PLAN
MASS GRADING

BELLEVUE ENTERTAINMENT DISTRICT
S 10TH STREET & HIDDEN VALLEY DRIVE

EXHIBIT
A

14b.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 6, 2025			SUBMITTED BY: Tammi Palm, Planning Director		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Request to small subdivision plat Lot 1, Jena's Corner, being a replat of Lots 9 through 11, and 19 through 21, Block 1, Randolph Place, and half of the vacated alley adjacent; and waiver of Section 6-7 (4), Subdivision Regulations, regarding through lots. Applicant: Chuck Shanahan. General location: 2520 Olive Street.

SYNOPSIS/BACKGROUND:

The applicant is requesting a small subdivision plat for Lot 1, Jena's Corner in order to consolidate several smaller, non-conforming lots to facilitate the construction of two 24' x 30' garages. Per the GIS aerial imagery, the applicant appears to be using a portion of the property for accessory uses without a principle use. This request would bring the entire property into conformance. The small subdivision creates a double frontage lot, with frontage on both Olive Street as well as Josephine Street. The applicant is requesting a waiver of Section 6-7 (4) regarding through lots to allow for this scenario. Staff does not object to this waiver.

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:
CIP PROJECT NAME:		CIP PROJECT NAME:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval of both the small subdivision plat and waiver reqests.

ATTACHMENTS:

1.	PC Recommendation	2.	Staff Report	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Chuck Shanahan

CASE #: S-2503-06

CITY COUNCIL HEARING DATE: May 20, 2025

REQUEST: to small subdivision plat Lot 1, Jena's Corner, being a replat of Lots 9 through 11, and 19 through 21, Block 1, Randolph Place, and half of the vacated alley adjacent; and waiver of Section 6-7 (4), Subdivision Regulations, regarding through lots.

On April 24, 2025, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and subject to satisfaction of the technical deficiencies prior to being placed on a City Council agenda.

VOTE:

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

Planning Commission Hearing (s) was held on: April 24, 2025

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2503-06

FOR HEARING OF:
REPORT #1: April 24, 2025
REPORT #2: May 6, 2025

I. GENERAL INFORMATION

A. APPLICANT:

Chuck Shanahan
2250 Olive Street
Bellevue, NE 68147

B. PROPERTY OWNER:

Chuck Shanahan
2250 Olive Street
Bellevue, NE 68147

C. GENERAL LOCATION:

2520 Olive Street

D. LEGAL DESCRIPTION:

Lot 1, Jena's Corner, being a replat of Lots 9, through 11, and 19 through 21, Block 1, Randolph Place, and half of the vacated alley adjacent, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Small subdivision plat Lot 1, Jena's Corner

2. Waiver of Section 6-7(4), Subdivision Regulations, regarding lot standards for through lots.

F. EXISTING ZONING AND LAND USE:

RS-72, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a small subdivision plat in order to facilitate the construction of two 24' x 30' garages.

H. SIZE OF SITE:

The site is approximately .74 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Lots 19 through 21 are presently developed with a single-family residence, one detached garage, one shed, and a 19' x 38' pool; Lots 9 through 11 are developed with a concrete parking pad, one temporary accessory structure and a children's play structure.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Industrial, ML
2. **East:** Single Family Residential, RS-72
3. **South:** Single Family Residential, RS-72
4. **West:** Single Family Residential, RD-60 and RS-72

C. RELEVANT CASE HISTORY:

1. On April 24, 2025, the Planning Commission recommended approval of a request to small subdivision plat Lot 1, Jena's Corner; and waiver of section 6-7 (4), Subdivision Regulations, regarding lot standards for through lots.

D. APPLICABLE REGULATIONS:

1. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

2. Chapter 8, Subdivision Regulations, regarding hardships and waivers.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

As previously noted, the applicant intends to construct two detached garages if this application is approved.

C. TRAFFIC AND ACCESS:

1. There is no MAPA Traffic Flow Data information available for this area.

2. The properties currently have access from existing private drives from Olive Street and Josephine Street.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Chuck Shanahan has submitted a request for a small subdivision plat for Lot 1, Jena's Corner. This application would consolidate several smaller, non-conforming lots.

2. The property is presently zoned RS-72 (Single Family Residential, 7,200 Square Foot Zone). The proposed lot complies with the minimum RS-72 lot requirements.

3. There is an existing single-family residence, outbuildings, and a pool constructed on the property.

Per the GIS aerial imagery, the applicant appears to be using a portion of the property for accessory uses without a principle use. This request would bring the entire property into conformance.

4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Sarpy County Public Works, Sarpy County Planning, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, and Sarpy County Public Works, both had comments pertaining to minor technical revisions to the plat. These issues have not been satisfied by the applicant's surveyor and are listed as technical deficiencies.

No other comments were received on this case.

5. This small subdivision creates a double frontage lot, with frontage on both Olive Street as well as Josephine Street. Section 6-7, Lot Standards, prohibits this unless a waiver is approved by the City Council. Subsequently, the applicant is requesting a waiver of Section 6-7 (4) regarding through lots.

A waiver of Section 6-7(4) will not nullify the intent and purpose of the Subdivision Regulations or the Comprehensive Plan. Therefore, staff has no objections to the waiver as requested.

6. Per Section 4.11.04, Zoning Ordinance, for double frontage lots, the required front yard shall be provided on each street. Any future construction on the northern portion of the property abutting Josephine Street will require a 35-foot setback from the property line. The applicant will need to meet this requirement as part of any future building permit application.

7. The Future Land Use Map of the Comprehensive Plan shows these properties as medium-density residential.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, subject to satisfaction of the technical deficiencies prior to being placed on a City Council agenda.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, subject to satisfaction of the technical deficiencies prior to being placed on a City Council agenda.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Small Subdivision Plat received April 30, 2025
4. Waiver request received March 24, 2025.

VII. COPIES OF REPORT TO:

1. DWS Land Surveying (Dennis Whitfield)
2. Chuck Shanahan
3. Public Upon Request

Assistant Planning Manager

Planning Director Date of Report 04/30/25

SARPY COUNTY
NEBRASKA

2520 Olive Street



0 100 200 ft

Map Scale 1: 1140

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

SARPY COUNTY
NEBRASKA

2520 Olive Street



0 100 200 ft

Map Scale 1: 1140

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

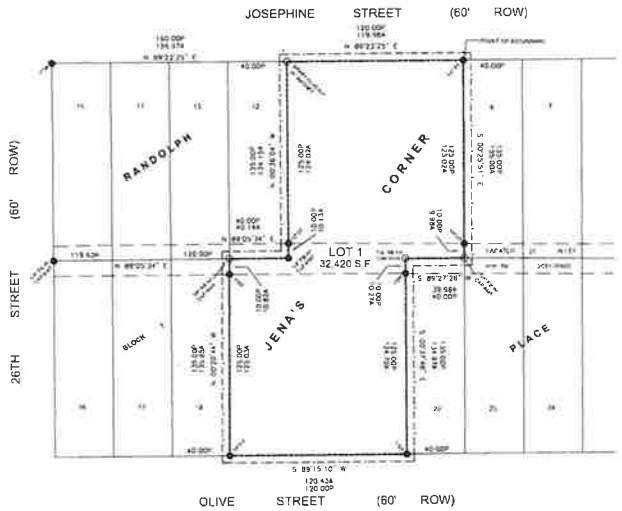
JENA'S CORNER

LOT 1

Being a Replat of all of Lots 9, 10, 11, 19, 20 and 21, Block 1,
RANDOLPH PLACE, an Addition to the City of Bellevue,
as surveyed, platted and recorded in the East 1/2 of the Northeast 1/4 of
Section 16, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska,
together with 1/2 vacated Alley adjoining thereto

RECEIVED
APR 29 2025
PLANNING DEPT.

Reserved for Sarpy County Deeds Office



DEDICATION

Know all men by these presents that we, Charles R. Shanahan, a single person and Angela R. Salnicky, a single person, being the owner of the property described within the Surveyor's Certificate and embraced within this Plat, have caused said land to be Replatted as shown, said addition to be hereafter known as "JENA'S CORNER", and we do hereby ratify and approve of the deposition of the property as shown on this plat, and further grant perpetual easements to Omaha Public Power District (OPPD), Cox Communications, and CenturyLink across a five (5) foot wide strip of land abutting all front and side boundary lot lines; an eight (8) foot wide strip of land abutting the rear boundary lines of all interior lots, and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivider shall grant perpetual easements to Metropolitan Utilities District and/or Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities and to extend thereon pipes for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all cul de sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid or rights herein granted.

In witness whereof, we do set my name this _____ day of _____, 2025

Charles R. Shanahan Angela R. Salnicky

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
) ss
County of)

On this _____ day of _____, 2025, before me, a Notary Public duly commissioned and qualified in and for said County, appeared Charles R. Shanahan, a single person and Angela R. Salnicky, a single person, known by me to be the identical person whose name is affixed to the Dedication on this Plat, and did acknowledge the execution inherent to be his voluntary act and deed.

My Commission expires _____

Notary Public

BELLEVUE CITY COUNCIL APPROVAL

This Plat of "JENA'S CORNER" was approved by the City Council of Bellevue on this _____ Day of _____.
Approval of this final Plat shall become null and void Ninety (90) days from the date of City Council approval if this Plat is not filed with the Register of Deeds as provided in Section 4.10 of the City of Bellevue Subdivision Regulations

Mayor

Attest

APPROVAL OF CITY OF BELLEVUE PLANNING COMMISSION

This Plat of "JENA'S CORNER" was approved by the City of Bellevue Planning Commission

Chairman of City Planning Commission Date

REVIEWED BY SARPY COUNTY PUBLIC WORKS

This Plat of "JENA'S CORNER" was reviewed by the Sarpy County Surveyor's Office

Sarpy County Engineer / Surveyor Date

COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property described in the Surveyor's Certification and as shown by the records of this Office

Sarpy County Treasurer Date

SURVEYORS CERTIFICATE

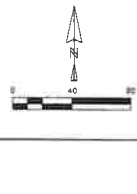
I, DENNIS L. WHITFIELD, Nebraska Professional Land Surveyor No 449, duly licensed under the Land Surveyor's Regulation Act, do hereby state that I have performed a survey of the land depicted on the accompanying plat; that said plat is a true delineation of said survey performed personally or under my direct supervision; that said survey was made with reference to known and recorded monuments marked as shown, and to the best of my knowledge and belief is true, correct and in accordance with the Minimum Standards for Surveys in Nebraska in effect at the time of this survey and that permanent monuments have been found or set at all corners of said Subdivision to be known as JENA'S CORNER, being a Replat of all of Lots 9, 10, 11, 19, 20 and 21, Block 1, RANDOLPH PLACE, an Addition to the City Of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, together with 1/2 vacated Alley adjoining thereto, more particularly described as follows:

Beginning at Northeast corner of said Lot 9, also being on the South Right-of-Way line of Josephine Street; thence South 0°25'51" East along the East line of said Lot 9 a distance of 135.00 feet to a point on the Centerline of said vacated Alley; thence South 89°27'26" West along said Centerline a distance of 39.96 feet to a point on an extension of the East line of said Lot 21; thence South 00°37'48" East along said East line of said Lot 21 a distance of 134.97 feet to a Southeast corner of said Lot 21, also being on the North Right-of-Way line of Olive Street; thence South 89°15'10" West along the South lines of said Lots 21, 20 and 19 a distance of 120.43 feet, to the Southwest corner of said Lot 19; thence North 0°20'44" West along the West line of said Lot 19 a distance of 135.85 feet to a point on the Centerline of said vacated Alley; thence North 89°05'34" East along said centerline a distance of 40.14 feet, to a point on an extension of the West line of said Lot 11; thence North 0°36'04" West along the West line of said Lot 11 a distance of 134.15 feet to the Northwest corner of said Lot 11, also being on the South Right-of-Way line of Josephine Street; thence North 89°23'25" East along North lines of said Lots 11, 10 and 9 a distance of 119.98 feet to the Point of Beginning. Said tract contains 32,420.0 Square Feet.

Dennis L. Whitfield, P.E., P.L.S., L.S. 449

Date: 3-11-25

HORIZONTAL DATUM
BEARINGS AND U.S. FEET BASED ON SARPY COUNTY LDP DETERMINED BY RTK HGN SMARTNET.



LEGEND
- Pins Set
- Pins Found
- Plat Dimension
- Plat Monument
- Measured
- Open Top
- Bearing
- Centerline
- Section Corner
- Long. Chord
- Smooth Bar

City of Bellevue - Small Subdivision

JENA'S CORNER

DWS Land Surveying
2915 Sheridan Road, Bellevue, NE 68123

Date 3-11-25
Project 132-19
Sheet 1 of 1

Land Surveying

2915 Sheridan Road
Bellevue, NE 68123-1993

402-292-1221
dws-services@cox.net

SERVICES

March 24, 2025

Ms. Tammi Palm, Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: Proposed Plat "JENA'S CORNER"
Waiver Request of Section 6-7 (4)

Dear Ms. Palm,

As an attachment to previously filled, "City of Bellevue Small Subdivision Plat Application" for referenced Plat, the following shall be considered as justification for such;

- Consolidation of all Lots and vacated Alley owned by Applicant and Owner.
- Construction of two garages (24' X 30'), in lieu of one (30' X 40'), to meet current Zoning.
- Although not formally Platted, consideration has already been granted to 2502 Olive Street a "Through Lot" for construction of a garage facing Josephine Street.
- Currently, no homes are constructed along Josephine that face such Street.
- North, across Josephine Street, is zoned "ML Light Manufacturing District". No Homes will be constructed in this area.

Considering the above five items, a Waiver of Section 6-7 (4) will allow the Applicant/Owner full enjoyment of said property and not nullify the intent and purpose of the Subdivision Regulations or the Comprehensive Plan.

Please advise should additional questions or concerns need to be addressed.

Best Regards,

Land Surveyor for the Owner,
Dennis L. Whitfield, P.E., P.L.S.

RECEIVED
MAR 2 4 2025
PLANNING DEPT.

15a.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 6, 2025			SUBMITTED BY: City Clerk/Directors		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Resolution to amend the Master Fee Schedule regarding fees in various departments.

SYNOPSIS/BACKGROUND:

Various city departments review fees on a regular basis. Based on their reviews, the attached updates are requested.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	COUNTER-PARTY:	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE: / END DATE:	PAYMENT DATE:	INSURANCE REQUIRED:
CIP PROJECT NAME:	CIP PROJECT NAME:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve and authorize the Mayor to sign Resolution No. 2025-07 updating the Master Fee Schedule.

ATTACHMENTS:

1. Res No. 2025-07 (Red Line Version)	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

RESOLUTION NO. ~~2025-01~~ 2025-07

WHEREAS, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

WHEREAS, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

WHEREAS, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. ~~2024-12~~ 2025-01 passed ~~June 4, 2024~~ February 18, 2025, is amended as follows:

MASTER FEE SCHEDULE

BUILDING & USE FEES

Arterial Street Improvement Program ("ASIP") fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of $1,500.00 shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of $1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of $1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of $5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue's Zoning Code, a fee in the amount of $5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of $1,000.00 per development acre shall be charged when the building permit is issued.

Building Permit

Building, Plumbing, Mechanical Electrical and Grading amended	1997 Uniform Administrative Code fees as
Penalty Fee	4x regular permit fee

BUILDING & USE FEES (Continued)

Refund Policy 304.6 of the 1997 Uniform Administrative Code; NO refund will be given after 180 days	Up to 80% in accordance with Section
Pre-connect deposit fees	$500
Penalty Fee 2nd revocation	$1,500
Penalty Fee 3rd revocation	$5,000

Papio Creek and South Sarpy Watershed Partnership Fees

July 1, 2024 – June 30, 2025	
Residential – up to a four plex	$ 1058
Multi-family – greater than a four plex	$ 4656
Commercial and Industrial	$ 5642
July 1, 2025 – June 30, 2026	
Residential – up to a four plex	$ 1058
Multi-family – greater than a four plex	$ 4656
Commercial and Industrial	$ 5642

These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.

Plan Review Fee (New Construction) Commercial	25% of building permit fee
Demolition of Building Permit ($25,000 bond for each) Residential accessory structures less than 1200 square feet	$40
One- and two-family dwellings as calculated from Table 3-A of the 1997 Uniform Administrative Code	Determined by total cost of contract
Non-residential structures assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code	Determined by 40% of Sarpy County
Building Moving Permit (120 sq. ft. or greater)	$25
Sheds Code fees as amended by ordinance.	Shed based on the 1997 Uniform Administrative

FIRE ALARM/FIRE EXTINGUISHING SYSTEM FEES

Smoke Detectors (low voltage)	$ 1.10 each
Pull Stations	$ 1.10 each
Heat Detectors	$ 1.10 each
Water Flow Switches	$ 1.10 each
Tamper Switches	$ 1.10 each
Panel/ Circuit Connections	$ 4.75 each
Remote Annunciators	$ 1.10 each
Range Hood Fire Extinguishing	$10.65 each
Issuance Fee	$23.50 each
Issuing each Supplemental	$ 7.25 each

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR

License Fees Mechanical Master/Master Plumber/ Sewer Layer	$75 initial/$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	$25 initial/$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	$25 initial/$25 renewal
Apprentice Plumber	$25 initial/$25 renewal
Late Renewal Fees after Expiration of License Master & Journeyman Plumber/Master & Journeyman Mechanical/Sewer Layer/ Lawn Sprinkler Contractor & Installer	$20 per month or part of/ up to 3 months.
Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
Special Master Mechanical/Plumber (1 job only)	$150
CLASS A General Contractor Unlimited	$250 per year
CLASS B General Contractor Limited	$200 per year
CLASS C Residential Contractor Unlimited	$100 per year
CLASS D Residential Contractor Limited	$ 75 per year
CLASS E Roofing Contractor Unlimited	$ 50 per year
Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	$100/mo. or part of, up to 3 months
Class B General Contractor Limited	$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited	$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	$20/mo. or part of, up to 3 months

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR (Continued)

Reinstatement fee for all Contractor licenses	yearly license fee + late fees X 2
Special Contractor License (1 job only)	
Class A General Contractor Unlimited	$1,000
Class B General Contractor Limited	$1,000
Class C Residential Contractor Unlimited	$ 500
Class D Residential Contractor Limited	$ 200
Class E Roofing Contractor Unlimited	$ 100
Decorative Appliance/Gas Log Contractor	$75 (1-time fee, no renewal fee)
Decorative Appliances/Gas Log Installer	$25 (1-time fee, no renewal fee)
Water Conditioning Contractor	$75 (1-time fee, no renewal fee)
Water Conditioning Installer	$25 (1-time fee, no renewal fee)
In-ground Private Pools Plumbing Permit	$84.25
In-ground Private Pools Electrical Permit	$73
Above Ground Private Pools (20' in diameter or larger)	$25
Single Family Dwelling Roofing Permits (tear off & reroof)	$80
Single Family Siding Permits	$25

SIDEWALK WAIVERS

Request for Waiver (sidewalk construction/repair)	$30

STREET CUT

Fee for street cut	~~$35~~ **$49.00 per sq. ft. up to 6' deep with an additional 10% per foot over 6'**
Winter Charge	**additional 10% for street cuts from November 15th to April 1st**

FIRE AND RESCUE SQUAD FEES

Basic Life Support, Non-Emergency (BLS)	$ 365.00
Basic Life Support, Emergency (BLS-Emergency)	$ 750.00
Advanced Life Support, Non-Emergency (ALS)	$ 475.00
Advanced Life Support, Emergency Level I (ALS1)	$ 850.00
Advanced Life Support, Emergency Level 2 (ALS2)	$1050.00
Specialty Care Transport (SCT)	$765.00
Treat and Release	$ 75.00
Mileages (loaded miles)	$ 18.00
Haz-Mat Fees per call	Fee based on material, equipment and manpower
EMS Patient Care Report copying fee	$ 20.00 handling fee + .50 per page

NON-EMERGENCY FIRE AND RESCUE SQUAD FEES

MULTIPLE/FREQUENT REFUSALS/LIFT ASSISTS

1ST Weekly Call Per Patient will be FREE

2nd Call for Same Patient, In Same Week, will be $ 400.00

3rd Call and Each Subsequent Call for Same Patient, within the Same Week will be $ 500.00

Should a Facility Call for a Lift Assist or a Call that Results in a Refusal, the Facility will be billed $ 400.00 Per Patient.

FIRE TRAINING FACILITY FEES

***Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief, with permission/approval from the City Council for good cause shown. If the use of the Fire Training Facility needs to be made prior to the time it can be brought before the City Council for approval, the City Administrator may approve the waiver or reduction of fees for good cause shown.**

Training Tower Only	**TMA Fee/Public Fee**
1-4 Hour Scheduled Event	$200.00/$300.00
1-8 Hour Scheduled Event	$400.00/$600.00
1 Observer	Included/Included
*Plus Consumable Material Used	

Training Tower and Fire Simulator	**TMA/ Public Fee**
1-4 Hour Scheduled Event	$400.00/$800.00
1-8 Hour Scheduled Event	$800.00/$1,600.00
Natural Gas	Included/Included
1 Gas/Tower Operator	Included/Included
Additional Gas Operator	$50/Hr/$65/Hr

FIRE TRAINING FACILITY FEES

Confined Space	**TMA Fee/Public Fee**
1-4 Hour Scheduled Event	$400.00/$600.00
1-8 Hour Scheduled Event	$800.00/$1,200.00
2 Observers	Included/Included

Driving Area	**TMA Fee/Public Fee**
1-4 Hour Scheduled Events	$200.00/$200.00
1-8 Hour Scheduled Events	$400.00/$400.00
1 Observer	Included/Included
Cones	Included/Included

Extrication Area	**TMA Fee/Public Fee**
1-4 Hour Scheduled Events Per Year	$200.00/$200.00
1 Observer	Included/Included
Each Vehicle	$100.00/$100.00

Classroom Area	**TMA Fee/Public Fee**
Room 1	
1-4 Hour Scheduled Event	$300.00/$300.00
1-8 Hour Scheduled Event	$600.00/$600.00
Room 2 or Room 3	
1-4 Hour Scheduled Event	$200.00/$200.00
1-8 Hour Scheduled Event	$400.00/$400.00
Rooms 1, 2, and 3	
1-4 Hour Scheduled Event	$600.00/$600.00
1-8 Hour Scheduled Event	$1,200.00/$1.200.00
Available AV Equipment	Included/Included
Chairs	Included/Included
Janitoral Fee	Included/Included

FIRE TRAINING FACILITY FEES

Entire Training Site	**TMA Fee/Public Fee**
1-4 Hour Scheduled Event	$1,200.00/$1,200.00
1-8 Hour Scheduled Event	$2,400.00/$2,400.00

FIRE INSPECTION FEE SCHEDULE

Hospitals:	
50 Beds or Less	$ 50.00
51 – 100	$100.00
101 and Up	$150.00
Health Care Facilities	
50 Beds or Less	$ 50.00
51 – 100	$100.00
101 and Up	$150.00
Hospital and Nursing Home Revisits	$50.00 up to one hour
$25.00 for each additional ½ hour NOT TO EXCEED $150.00	
Liquor Inspections:	
Non-Consumption Establishment	$50.00
Consumption Establishments	$75.00

FIRE INSPECTION FEE SCHEDULE

Revisits for either	$50.00
Child Care Inspections:	
1 to 8 Children	$40.00
9 to 12 Children	$50.00
13 or More Children	$60.00

FIRE INSPECTION FEE SCHEDULE – (Continued)

Revisits for any of the above	$40.00
Foster Care Inspections:	
Initial Inspection	$20.00
Revisit Inspection	$20.00
Investigative Reports:	
Fee for Reports	$3.00 plus actual cost of printing

CODE ENFORCEMENT FEES

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)	
1st mowing	$200/min/hour + $50 Admin fee
2nd mowing	$400/min/hour + $50 Admin fee
3rd or subsequent mowing	$600/min/hour + $50 Admin fee
Snow Removal	
1st removal	$100/min/hour + $50 Admin fee
2nd removal	$200/min/hour + $50 Admin fee
3rd removal	$300/min/hour + $50 Admin fee
General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)	
Small	$300/min/hour + $50 Admin fee
Large	$500/min/hour + $50 Admin fee
Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)	
Small	$300/min/hour + $50 Admin fee
Large	$700/min/hour + $50 Admin fee
Graffiti removal	$200/min/hour + $50 Admin fee
Application Fee for Nuisance Violation Hearing	$35

POLICE RANGE TRAINING FACILITY

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by the Chief of Police	$100/hour

GRADE PERMIT FEES

10 acres or less Fees as amended + $750 NPDES Fee	1997 Uniform Administrative Code
More than 10 acres Fees as amended + $1,250 NPDES fee	1997 Uniform Administrative Code

ZONING FEES

Comprehensive Plan Amendment	$ 500
Change of Zone	
less than 1 acre	$200
1-5 acres	$400
over 5 acres	$550
Zoning Text Amendment	$500
Subdivision Text Amendment	$ 250
Conditional Use Permit	
1 acre or less	$ 175
more than 1 acre	$ 325
Conditional Use Permit Amendment	
1 acre or less	$ 175
more than 1 acre	$ 325
Administrative Review of Wireless Antennas	$ 250
Preliminary Platting	$1,000 + $10 per lot
Final Platting	$ 600 + $5 per lot
Revised Preliminary Plat	$1,000 + $10 per lot
Extension of Date for Preliminary & Final Plats	$ 200
Small Subdivision Plat	$ 250 Administrative Approval + $ 300 City Council Approval
Vacation of Plat	$ 150
Board of Adjustment Application	$ 350
Flood Plain Development Permit	$ 50
Sign Permit (by size of sign)	
35 square feet or less	$ 40
36 – 75 square feet	$ 80
76 – 150 square feet	$ 150
151 – 300 square feet	$ 200
Over 300 square feet	$ 300
Awnings	$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; $40 minimum
Design Review Board Hearing Request	$ 250
Application for Hearing/Hard Surface Parking Comm.	$ 100
Zoning Verification Letter	$ 50

SMALL WIRELESS FACILITIES (SWF) FEES

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s). SWF $100.00 for each additional SWF	$500.00 per application containing as few as one (1) and up to five (5)
An application of a new, modified, or replacement utility structure intended to support one or more SWF's and the associated SWF.	$250 per pole or structure pole or support

OCCUPATION TAXES

Liquor License Occupation Taxes & Fees (Annual fee in addition to State License Fees)	
Class A Liquor License Holder	$200
Class B Liquor License Holder	$200
Class C Liquor License Holder	$600
Class D Liquor License Holder	$400
Class I Liquor License Holder	$500
Class K Catering	$200
Class L Craft Breweries	$500
Class Y Farm Winery License Holder	$500
Special Designated Permit	$ 40/day
Transfer of Liquor License to Another Location	$ 25 processing fee
Addition to Currently Licensed Premises	$ 25 processing fee
Publication Charges	$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular, & mobile)	6.25% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts
Music, Vending, & Amusement Machines	
Musical Machine for Profit	$ 25/machine + $100/year distributor
Tobacco	$ 25/machine
Electronic Video/Mechanical Amusement Machine for Profit	$ 25/machine + $100/year distributor
Merchandise Vending Machine for Profit	$ 5.00/machine + $75/year distributor

OTHER FEES

Arborist	$ 75 initial/$50 renewal
Barricades	
Rental Deposit Fee	$ 50/barricade/day
Construction Use	$ 50/barricade/day (5 days maximum)
Beekeeping Permit	$ 20
Bicycle License	$ 2
Bus Bench Permit	$ 75/per bench

OTHER FEES – (Continued)

Cemetery:	
Open/Close Fees: (includes Pre-Pay)	$ 850 Full Size
	$ 450 Cremains
$ 400 Infant	
$ 275 Niche	
Saturday Funeral (extra charge)	$ 100
Saturday Funeral arriving after 12:00 p.m.(add'l charge)	$ 200
Winter Funerals (extra charge)	$ 40
(November 15 – March 15)	
Other Fees:	$ 10 Stone Setting Permit
$ 100 Government Marker setting fee	
$ 125 Attach VA Marker to Niche Door or or Engraving	
Disinterment Fees:	$1,100 Full size
	$ 600 Cremains
$ 555 Infant	
Grave Spaces:	$ 800 Full Size (New Sections G & H)
$ 125 Infant	
$ 800 Niche	
Walkway Plots	$1,000
Columbarium Plots	$1,200 Row 1 (Top of Columbarium)
	$1,000 Row 2
	$ 800 Row 3
	$ 600 Row 4
	$ 400 Row 5
Green Burial Space:	$1,600 Full Size (includes marker)
In-Ground Cremation Space:	$ 900 (includes marker)
Scattering Garden:	$ 400 (includes brass plaque)
Commemorative Street Application Fee	$25
Dog, Cat & Pot-Bellied Pig Fees	
(Collected by NE Humane Society-not City of Bellevue)	$5 each if spayed/neutered, (no
Dog/Cat License (Annual Fee)	charge for owners age 65 and older)

$15 each if not spayed/neutered ($5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)

OTHER FEES – (Continued)

Pot-bellied Pig License (Annual Fee)	$35
Dog, Cat, & Pot-bellied Pig License Handling Fee (if not applied for in person)	$ 5
Dog, Cat, & Pot-bellied Pig License Replacement if Lost	$ 0.50
Dog, Cat Pet Advocacy Permit $100 for initial permit $50 annual renewal fee	Obtained thru the NE Humane Society
Dog, Cat, & Pot-bellied Pig Capture and Confinement Fee 2nd impoundment $60 3rd impoundment $100	$13/per day Kennel Fee 1st impoundment $30
Vaccination Fee proof of vaccination within 9 months)	$20 (in trust and refunded upon
Purchase of Unclaimed Animal Fee Fee plus license fee	Nebraska Humane Society Adoption
Kennel License (if allowed by zoning)	$100/year
Dog & Cat License Late Charge	Double applicable license fee
Pot-bellied Pig License Late Charge	$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society-*not* City of Bellevue)	$25
Election Filing Fee (per State Statute)	1% of Annual Salary of Position
Farmers' Market Fees (City-Run)	
Season Vendor	$200 per season
Electricity	$ 25 per outlet per season
Weekly Vendor	$ 10 per week
Electricity	$ 2 per outlet per week
Farmers Market – Privately Operated on City Property (with prior City approval of application) Season Operator Fee (electricity included)	$0
Fireworks Annual License Fee (Non-Profits Only)	$ 600 + $1,000 bond
Fireworks Annual Distributor or Jobber License Fee	$1,000
Hen Permit Fee (Five Year)	$ 100

OTHER FEES – (Continued)

Mini-Bus $ 4 each way per trip out of town	$ 2 each way per trip in town
Opening Burning Permit	$10 (per State Statute)
Pawnbrokers Permit Fee	$50/year and $5,000 surety bond
Pet Store and/or Grooming Shop License	$50/year
Transfer of Ownership	$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	$25
Temporary Business Licenses: Seasonal Merchant	$25 license valid for 1 month $50 license valid for 4 months

$15 one-month extension – maximum of two (2) one-month extensions **ONLY** applies to 4-month license

Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant/ Mobile Vendor refundable processing fee to be certified to license fee issued	$50/day/person or $300/year/person plus Certificate of Insurance naming City as Additional Insured + $10 non-
Carnival/Circus/Public Amusement Show/ Music Concert/Temporary Amusement Park	$50/event to be paid by event organizer or sponsor + $10/day, or portion thereof,

for each ride, show, tent, booth, concession stand, etc., when in operation and open to the public

Tobacco License $10 administrative fee	$15 license fee per State Statute +

Trash and Recycling Residential Collection Fee, effective ~~**June 4, 2024**~~ **May 6, 2025**
~~**$15.99**~~ **$16.56** per month, per residence for 35- gallon service
~~**$19.54**~~ **$20.25** per month, per residence for 65-gallon service
~~**$23.04**~~ **$24.99** per month, per residence for 95- gallon service
$15.00 for each bulky item pick up
$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds
$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds
~~**$12.60**~~ **$13.09** for each additional cart

OTHER FEES – (Continued)

Tree Damage

Tree DBH (Diameter at Breast Height)	
Up to 4"	$ 600
>4" to 8"	$ 850
>8" to 12"	$1,340
>12" to 16"	$2,370
>16" to 20"	$3,700
>20" to 24"	$5,300
>24" to 28"	$6,700
Over 28"	$6,700 + $500 for every inch over 28"
Limb Circumference	
Up to 4"	$350
>4" to 8"	$500
>8" to 12"	$700
Vehicle Impoundment Fees	
Tow Fees **(includes motorcycles)**	~~$100/$85 for motorcycles~~ **$125**
Storage Fee	$25/per day
Storage for Victimless Incidents – City lots	$25/day outside; $50/day inside
Administration Fee	$ 30
Locksmith Fee	$ 30
Straight Trucks Licensed for more than four (4) tons	~~$100~~ **$200**
Other vehicles (snowmobiles, boats, etc.)	~~$ 85~~ **$125**
Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract
Street/Alley Vacation	
Application Fee	$50
Administrative Fee	$300

PUBLIC RECORDS

Audio Tapes, Video Tapes, CD/DVD or other media	$10 per tape, CD, DVD, or other media
Comprehensive Plan	$50
Zoning Map	$5
Zoning Ordinance w/Map	$25
Subdivision Regulations	$15
Bellevue City Maps	$0.75 - $20 depending upon size
200E3	(price range for all maps, plats, etc.,
reproduced by Public Works)	
Fire Report	$50
Police Report	$10

PUBLIC RECORDS – (Continued)

Police Photos	
(Digital)	$20 per CD or other digital media device
35 mm photos	$20 per roll
Certification by City Clerk	$5 certification fee + cost of copies
Copy Fee (paper or electronic)	$0.25 per page

For residents of Nebraska (defined as a person domiciled in this state, including news media without regard to domicile), the City may require a special service charge consisting of the proportion of the existing salary or pay obligation to the public officers or employees with respect to any hours exceeding eight (8) cumulative hours of searching, identifying, physically redacting, or copying such records, since that large of a request may cause some delay or disruption of the other responsibilities of the custodian's office. However, the special service charge shall not include any charge for: (1) the services of an attorney or any other person to review the requested public records seeking a legal basis to withhold the public records from the public; or (2) copies of blank forms or pages that have all meaningful information redacted. *See* Neb. Rev. Stat. § 84-712(c). For nonresidents of Nebraska, the City may require a special service charge consisting of the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the serv ices of an attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, or reviewing such records. *See* Neb. Rev. Stat. § 84-712(d). For all requests, the City may require a deposit if the estimated cost to fulfill the request exceeds $50.00.

ALARM SYSTEMS/FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System	$25
Renewal Fee for Alarm System	$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	$125
3	$250
4	$275

LIBRARY FEES

Membership	
Non-resident Membership, Semi-Annual (Family)	$20
Non-resident Membership, Annual (Family)	$40
Non-resident Student Fee, Annual	$10
Replacement of Lost Card	$1
Fines:	
Books, Audio Books, CD's, DVDs	$0.10/day

LIBRARY FEES – (Continued)

Watt Detectors	$1/ day
Leisure Passes	$5 for replacement

Interlibrary Loan:	
Postage	$3 per item
Lost Interlibrary Loan Items	Price set by lender
Proctor Fees	
Prints	$0.10/page (single sided)
Postage	$3 per item
Makerspace	Based on amount/type of consumable used for project
Lost Items	Replacement cost of item (or purchase like item as replacement)
Damaged Items	Damage cost assessed up to full value of item
Materials Processing	
Replacement of Materials	$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD Cases, CD and DVD locks, DVD cases, AV inserts)
Replacements for Books on CD Cases	$ 8 for small, $ 9 for medium, $ 10 for large
Replacements for Game/Stamp Boxes	$5
Replacements for Binge & Hotspot Boxes	$10
Copier/Printer Rates	
Black & White Copies/Prints	$0.10/page (single sided)
Color Prints	$0.50/page (single sided)
RECREATION FEES	100% BEFORE first day
Reed Center – Rental	$400
Saturday $450	
$200 – Non-profit	
Reed Center – Damage Deposit	$300
Field Rentals	$40 per hour light fee +
$200 per day	
Jr. T-Ball	$30
RECREATION FEES (Continued)	
T-Ball/Coach Pitch	$40
Baseball/Softball	$45
Adult Softball – Church League	$70 Tennis Lessons

Juniors	$25
Adults	$30

Swimming Pools:	
Swimming Lessons	$40

Daily Swim Fee	
Youth (18 - Under)	$3.00
Adult (19 & Over)	$5.00
Wading Pool (2 year – Adult)	$2.00
Seniors (55 & Over)	Free

Season Swim Pass	
Youth Pass	$ 50
Adult Pass	$ 60
Family	$135

Pool Parties	
Pool Rental Fee	$130
Lifeguard Fee (2)	$ 60

Track Club	$40

Youth Sports Camp	$35 single session $45 both sessions
Youth Soccer League	
Spring	$40
Fall	$40

Youth Flag Football League	
Spring	$40
Fall	$40

Historic Presbyterian Church Rental Fee	$425

SEWER CONNECTION FEES

Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	$1,165
Duplex	$2,070
Multi Family	$ 910

SEWER CONNECTION FEES – (Continued)

Commercial/Industrial building footprint	$5,050 per acre, minimum $2,435 based on the
Sewer Tap Inspection Fee	
Service Line (all sizes)	$200
Re-inspection Fee (after two inspections)	$70

THE UNIFIED SARPY COUNTY AND CITIES WASTEWATER AGENCY CONNECTION FEES

Property Use	FY 2023-2024	FY 2024-2025	FY 2025-2026	FY 2026-2027	FY 2027-2028
Single family residential lots located in the Urban Reserve Zone ("URZ") consisting of three acres or less, and approved for development through applicable Member build-through or similar type zoning and/or subdivision regulations	$4,571 per parcel/tract /lot	$5,714 per parcel/tract /lot	$6,000 per parcel/tract /lot	$6,300 per parcel/tract /lot	$6,615 per parcel/tract /lot
Single family residential lots located in the URZ consisting of twenty acres or more, and approved for development through applicable Member large-lot or similar type zoning and/or subdivision regulations	$4,571 per parcel/tract /lot	$5,714 per parcel/tract /lot	$6,000 per parcel/tract /lot	$6,300 per parcel/tract /lot	$6,615 per parcel/tract /lot
All other uses that do not fall within the residential uses described in the two rows immediately above including, without limitation, all other Residential, Commercial, Industrial, Civic and Multifamily uses	$22,845 per acre	$28,556 per acre	$29,984 per acre	$31,484 per acre	$32,059 per acre

*** Single-family residential lots located in the URZ consisting of (i) three acres or less and approved for development through applicable Member build-through or similar type of zoning and/or subdivision regulations, or (ii) twenty acres or more and approved for development through applicable Member large lot or similar type zoning and/or subdivision regulations shall pay a flat connection fee in accordance with the schedule above.**

TAX INCREMENT FINANCING (TIF) FEES

Application Fee	$ 500

TAX INCREMENT FINANCING (TIF) FEES (Continued)

Processing Fee	$3,000
Administrative Fee (upon approval of redevelopment plan based on requested TIF principal amount)	
TIF principal amount:	
First $500,000	None
Next $1,500,000	1.5%
Next $2,000,000	1%
No fees of TIF amounts over $4,000,000	

The maximum fee as a result of this section is $42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is $32,500, which is calculated by taking one and one-half (1.5) percent of the amount between a half million and two million ($22,500) and one percent of the next million dollars ($10,000).

ANIMAL RELATED FEES <u>in effect through December 31, 2022:</u> (Fees to be collected by the NHS, not the City of Bellevue)

Dog and Cat License (Annual Fee)		
$5.00	if spayed/neutered	No charge for owners aged 65 and older
$15.00	if not spayed/neutered	$5 of the fee will be held in trust for owner and refunded if proof of sterilization shown within 60 days
Dog and Cat License (Late Fees)		
Double applicable license fee	if spayed/neutered	
Double applicable license fee	if not spayed/neutered	
Dog and Cat Pet Advocacy Permit		
$100.00	Initial permit	Obtained through the NHS
$50.00	Annual renewal fee	Obtained through the NHS
Pot-bellied Pig License (Annual Fee)		
$35.00		
Pot-bellied Pig License (Late Fees)		
$50.00		
Dog, Cat & Pot-Bellied Pigs (Misc. Fees)		
$5.00	Handling fee	if not applied for in person
$0.50	Replacement license if lost	

$16.00/per day	Kennel Fee for capture and confinement	
$30.00	1st impoundment	
$60.00	2nd impoundment	
$100.00	3rd impoundment	
$20.00	Vaccination Fee	(held in trust and refunded upon proof of vaccination within 9 months)
TBD	Purchase of Unclaimed Animal Fee	NHS Adoption Fee plus license fee
$100.00/year	Kennel License	(if allowed by zoning)
$25.00	Feral Cat Colony Caretaker Permit fee	
$1.25	License fee for State of Nebraska	Funds the Commercial Dog & Cat Operation Inspection Program

Animal Related Fees effective beginning January 1, 2023:
(Fees to be collected by the NHS, not the City of Bellevue)

Dog and Cat License (Annual Fee)		
$12.00	if spayed/neutered	No charge for owners aged 65 and older
$25.00	if not spayed/neutered	$5 of the fee will be held in trust for owner and refunded if proof of sterilization shown within 60 days
Dog and Cat License (Late Fees)		
$10.00	if spayed/neutered	
$20.00	if not spayed/neutered	
Dog and Cat Pet Advocacy Permit		
$100.00	Initial permit	Obtained through the NHS
$50.00	Annual renewal fee	Obtained through the NHS
Pot-bellied Pig License (Annual Fee)		
$35.00		
Pot-bellied Pig License (Late Fees)		
$50.00		
Dog, Cat & Pot-Bellied Pigs		

(Misc. Fees)		
$5.00	Handling fee	if not applied for in person
$6.00	Replacement license if lost	
$16.00/per day	Kennel Fee for capture and confinement	
$30.00	1st impoundment	
$60.00	2nd impoundment	
$100.00	3rd impoundment	
$20.00	Vaccination Fee	(held in trust and refunded upon proof of vaccination within 9 months)
TBD	Purchase of Unclaimed Animal Fee	NHS Adoption Fee plus license fee
$100.00/year	Kennel License	(if allowed by zoning)
$25.00	Feral Cat Colony Caretaker Permit fee	

$1.25	License fee for State of Nebraska	Funds the Commercial Dog & Cat Operation Inspection Program

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Bellevue City Council of the City of Bellevue, Nebraska that this Master Fee Schedule shall become effective on the 6th day of May, 2025.

PASSED AND APPROVED THIS 6TH DAY OF MAY, 2025.

CITY OF BELLEVUE

_____
Mayor

ATTEST:

_____
City Clerk

16a.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 6, 2025			SUBMITTED BY: Council President Rich Casey		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Amend City Council Policy Resolutions.

SYNOPSIS/BACKGROUND:

Pursuant to City Council policy, in January of every odd numbered year, City Council Policy Resolutions shall be reviewed. This review took place and certain amendments were suggested. These amendments are recommended by Council President Rich Casey.

FISCAL IMPACT:: None BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve amendments to City Council Policy Resolutions.

ATTACHMENTS:

1. City Council Policies - Red Line	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

CITY COUNCIL POLICIES

City of Bellevue, NE

Approved on _____ **Deleted:** March 21, 2023

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POLICY RESOLUTION 1

CITY POLICY

Overall policy for the City shall be developed and adopted by the City Council. The City Administrator will develop and adopt departmental, administrative, financial and personnel policies and procedures to reflect City Council policy.

All ordinances and resolutions adopted by the City Council shall also constitute policy. Policy shall apply to all departments and functions funded by the City.

CITY CLERK

The City Clerk will maintain a separate folder for Council Policy Resolutions. Any policy affecting the City Council will be set forth as Council Policy. All new Council members will receive a "Council Policy" folder when they take office.

Council Policy will be reviewed in January of every odd numbered year. The City Clerk will notify the City Attorney and City Council members in ~~December~~ November of every even numbered year of the upcoming review that is due in January of every odd numbered year. City Council members will submit changes to the City Attorney by January 10th of every odd numbered year. Proposed changes will be added to the document for City Council member review, prior to placing the amendments on the City Council agenda. Upon completion of review, the document will be placed on the City Council agenda.

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In December of each year, the City Clerk shall send to all council members the list of all members on our Boards, Commissions, Task Forces and Committees. The Council President, after consultation with all Council members, will nominate Council members to City Council committees and submit the nominations to the City Clerk each January for City Council consideration. This list will include the terms of each member.

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Reviewed	6/14/82
	1/24/83
	2/11/85
	1/26/87
	1/23/89
	2/25/91
	3/93
	2/95
	2/97
	2/99
	1/01
	3/02
	1/03
Revised	10/07
Reviewed	3/09
	1/11
	1/13
Revised	1/21
	03/23
Revised	05/25

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POLICY RESOLUTION 2

COMPLAINTS

"DELETED"

SEE POLICY RESOLUTION 20 AND POLICY RESOLUTION 39

Adopted	4/77
Deleted	3/93
Revised	1/21
Reviewed	03/23
	05/25

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POLICY RESOLUTION 3

CONSENT AGENDA

The business of the City Council shall be taken up for consideration in substantially the order provided for in the City Code of the City of Bellevue.

Those items on the City Council agenda considered routine by the City Administrator shall be marked with an asterisk (*) and, unless the Mayor or a member of the City Council requests that an item so marked on the City Council agenda be removed from the consent agenda and action be taken separately on said item in the order appearing on the City Council agenda, those items so marked shall be approved, adopted, accepted, etc., by a single motion and vote of the City Council. Agenda items involving the spending of funds shall not be placed under consent agenda. Additionally, agenda items with funds being spent will list the exact dollar amount or "not to exceed" dollar amount in the agenda item.

Those items so approved under the heading "Consent Agenda" will appear in the City Council minutes in their proper form, individually, and in the order of their appearance on the City Council agenda.

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Adopted	1/79
Reviewed	1/8/79
	6/14/82
	1/24/8
	2/11/85
	1/26/87
	1/23/89
	2/25/91
	3/93
	2/95
	2/97
	2/99
	1/01
	3/02
	1/03
Revised	10/07
Reviewed	3/09
	1/11
	1/13
Revised	1/21
Reviewed	03/23
	05/25

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POLICY RESOLUTION 4

PURCHASING AND PAYMENTS

It is the policy of the City of Bellevue that all statutes, ordinances, and resolutions are to be followed in the process of procuring goods and services on behalf of the City. Such policy includes, but is not limited to, approving purchases prior to ordering, properly segregating duties in the process, and proper application of the bid process for large purchases; provided, notwithstanding any state statutes to the contrary, all purchases for goods and services in excess of $30,000.00, except for professional and other services considered by the City Administrator, with the concurrence of the City Attorney, to be unique or non-competitive, shall be put out for public bidding following the procedures outlined in Neb. Rev. Stat. §§73-101 through 73-106. The City Administrator or his/her designee may approve all purchases for goods and services as well as outside professional services rendered under $10,000.00. Items shall not be separated into smaller or separate items for the purpose of circumventing these listed dollar requirements. The City Council may waive these procedures if the goods or services to be procured can only be obtained from a vendor that is considered the sole source of such product. All payments for goods and services so procured will be approved by the City Council, will be recorded in the financial statements in a timely manner and will be properly reflected in those statements. The City will not pay for any goods or services it has not received.

In the event of a major public works incident, natural disaster, pandemic, state of emergency or departmental situation that requires the immediate expenditure or the commitment to expend local funds, the Mayor or the City Administrator or his/her designee may (a) approve the issuance of a handwritten check, if appropriate; (b) formally commit the City to expend funds to cover the costs to be incurred; and (c) approve the use of a City of Bellevue credit card by an authorized member of the City staff. (Under no circumstances may the credit card be used for cash advances.)

Detailed processes and procedures for purchasing and for the related payments to vendors will be maintained in the City's administrative and financial policies to ensure compliance with the above overall policy.

Adopted	2/79
Reviewed	4/23/79
	6/14/82
	1/24/83
	2/11/85
	1/26/87
	1/23/89
	2/25/91
	3/93
	2/95
	2/97
	2/99
	3/02
	8/23/04
Revised	10/07
Reviewed	3/09
Revised	6/14/10
Reviewed	1/11
Revised	4/9/18
	1/21
Reviewed	03/23
	05/25

POLICY RESOLUTION 5

CONTINGENCY FUND AND SHORT-TERM BORROWING

A Contingency fund shall not exist; however, the City Council may approve short-term inter-fund borrowing. ~~The Nebraska legislature created Neb. Rev. Stat. 13-503 which limits the amount of cash that a municipality has in its cash reserve for the budget period to no more than 50%. There however is an exception for special reserve funds which are created as needed.~~ The City Council may approve short-term borrowing between funds that occurs for less than one year.

Neb. Rev. Stat. § §13-503 - 13-504 limits the amount of cash that a municipality has in its cash reserve for the budget period to no more than fifty percent (50%) of the total budget adopted exclusive of capital outlay items. Cash reserve funds shall not include funds held in any special reserve fund. Special reserve fund is any special fund set aside for a particular purpose and not available for expenditure for any other purpose.

Adopted	3/79
Deleted	3/93
Revised	1/21
Reviewed	03/23
Revised	05/25

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POLICY RESOLUTION 6

INSURANCE CLAIMS

The City purchases liability insurance to protect its citizens from risks and catastrophes. It shall be the policy of the City that Council Members are covered under a Public Officials Liability policy.

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Legal channels are available for claimants who are not satisfied with decisions made by the City's insurance carriers on behalf of the City.

Under State Statutes the City's elected officials have personal liability for honoring insurance claims that have been deemed invalid by the City's insurance carriers.

For the above reasons it is the policy of the City of Bellevue that the City Council will concur in the decisions made on behalf of the City by the City's insurance carriers, and will not honor claims made against the City when these claims have been deemed invalid by the insurance carriers.

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Adopted	1/80
Reviewed	2/11/80
	6/14/82
	1/24/83
	2/11/85
	1/26/87
	1/23/89
	2/25/91
	3/93
	2/95
	2/97
	2/99
	1/01
	3/02
	1/03
Revised	10/07
Reviewed	3/09
	1/11
	1/13
	1/21
	03/23
Revised	05/25

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POLICY RESOLUTION 7

ANNEXATION OF SMALL DEVELOPMENTS

"DELETED"

SEE CITY CODE

Adopted	4/82
Deleted	3/93
Revised	1/21
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POLICY RESOLUTION 8

EXPENSE REIMBURSEMENTS

All elected officials and employee expense accounts will be for reimbursements of expenses actually incurred. Any exceptions to this will be approved separately prior to the event and documented in City Council minutes.

~~On an annual basis during the budget process, the City Council will be provided from the Finance Department~~ During the annual budget process, the Finance Department shall provide the City Council a review of all the expense accounts to which an elected official or employee of the City may have access.

The City Administrator will administer this policy directing all elected officials and employees to exercise discretion, diligence and economy in incurring such expenses.

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POLICY RESOLUTION 9

COUNCIL MEETING PREPARATION

Recognizing that the individual City Council members wish to be informed and prepared to act upon agenda items and to have the maximum opportunity to investigate and discuss items of Council business, the agenda shall be distributed to the Council on a the Wednesday preceding the regularly scheduled Tuesday meetings.

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City Council members desiring to place an item on the City Council agenda shall make the request to the City Administrator. Council agendas are prepared by the City Clerk under the direction of the City Administrator. City Council member requests shall be written and shall state the specific issue, background and shall identify the action the City Council member is requesting to be considered. Supporting written information, whenever available, shall ~~always~~ be submitted with the request to the City Administrator by noon on the Monday that is one week prior to the City Council meeting at which the item will be discussed. If a City Council member wishes to introduce a new ordinance or new resolution affecting policy, the item must be submitted, in its proposed form, to the City Administrator by noon on the Monday that is two weeks prior to the City Council meeting at which the ordinance or resolution will be introduced. The timelines outlined above are to allow adequate time for staff to research the item, provide a cost analysis, and a written recommendation.

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If the item is declared "of an emergency nature" by the City Administrator, the above timeline may be expedited.

Written supportive information for agenda items shall accompany the agenda. If additional supportive information becomes available after the distribution of the agenda, the City Council may vote to continue the item.

Emergency items may be considered by the City Council and will comply with all statutes for presentation and consideration.

It is in the expressed interest of this City Council to encourage open and public discussion of City Council business between members of the City Council and the public.

Adopted	2/83
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POLICY RESOLUTION 10

BUDGET

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Adopted	3/83
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POLICY RESOLUTION 11

LEGISLATIVE COMMUNICATIONS

The City Council recognizes the paramount importance to the City of Bellevue of careful monitoring of action by the legislative branches of County, State and Federal Government to enable the City to either support or oppose legislation or initiate action favorable to ~~our~~ Bellevue residents.

~~The~~ City Council members and City staff are encouraged ~~encourages its members and members of the City staff~~ to give their attention to the activities of the legislative bodies of the County, State and Federal governments and to communicate with them on matters of City concern.

If the City Council has approved an official position on a legislative matter, the City Administrator may authorize City employees to participate on the City's behalf on City time.

If the City Council has not adopted an official position, any individual appearing to communicate with the legislative branches shall make it clear that their statements and actions are theirs as an individual and they do not appear as representatives of the City of Bellevue.

No member of the City Council or City employee shall represent the City of Bellevue's position to any public body without specifically being designated to do so.

The Council shall be informed of all positions proposed to be taken by the administration on proposed legislation, including for, against, neutral and any amendments.

In the event that action on behalf of the City's interests is necessary or advantageous before the City Council shall have the opportunity to adopt an official policy, the City Administrator shall be authorized to permit staff members to act or appear as City representatives, with such representatives indicating that the City Council has not officially adopted a position.

The City Council shall undertake ~~to do whatever is~~ whatever measures are necessary to provide for adequate monitoring of County, State and Federal legislative activity and for early review and analysis of community needs so as to enable the City to ~~initiate activity~~ formulate an action or response and not merely respond. The City may coordinate efforts with the League of Municipalities, Sarpy Cities, and the NE Association of County Officials in this regard.

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POLICY RESOLUTION 12

CITY COUNCIL LEGISLATIVE POSITIONS

Members of the City Council will, from time to time, take positions on issues of interest to this City.

Any Legislative Bill ("LB") to be discussed will include a full and current copy of the LB text to all City Council members, City Attorney, City Administrator, and appropriate City staff prior to the City Council meeting.

On the City Council agenda, the number of the legislative bill to be discussed will appear as well as a one sentence description of its purpose, which will be in accordance with the Public Meetings Law.

This policy will be superseded only by a declaration of an emergency and a majority vote of the members of the City Council.

Adopted	5/83
Reviewed	2/28/83
	2/11/85
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POLICY RESOLUTION 13

APPOINTMENT OF CITIZENS TO BOARDS/COMMISSIONS

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It shall be the policy of the City Council to accept Mayoral recommendations for appointments of citizens to boards/commissions at a given City Council meeting. At the meeting the City Council may then vote to approve or disapprove those nominations if the City Council has received written notice of the expiration of the term of any appointment and (to the extent the Mayor's recommendation is for a new appointee) has received a list of the proposed appointee's qualifications together with a letter from the appointee indicating a willingness to serve. If the Mayoral recommendation is for an appointment to fill a vacancy for an unexpired term, the preceding sentence shall not apply but the Mayor shall notify the City Council as soon as reasonably practical after becoming aware of the vacancy; in such instances the City Council shall promptly vote on the recommendation in order to permit the body for which the appointment is made to conduct its business. The City Clerk maintains a list of all appointments and City Council members may request a copy of the list for review and consideration at any time.

In order to ensure that an adequate number of interested appointees are available to serve on boards, commissions and/or committees, the Mayor ~~will~~ shall develop and maintain a pool of qualified candidates.

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Nothing in this policy shall prevent a City Council member from submitting individuals for consideration for Mayoral recommendation as long as the names of such proposed nominees (with a list of qualifications) are submitted to the Mayor's office (i) at least fourteen days prior to the normal expiration of the term or (ii) in the case of an appointment to an unexpired term as soon as practical following notice from the Mayor that the vacancy has occurred understanding that an appointment must be promptly made to ensure that the body may continue to conduct its business.

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The City Council will strive to have representatives from all City Council wards to serve on boards and commissions, when applicable.

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POLICY RESOLUTION 14

RULES OF ORDER

It shall be the policy of the City of Bellevue to operate its meetings of commissions, boards, committees and the City Council under the most recent edition of "Robert's Rules of Order" and in compliance with the Open Meeting Act.

In compliance with the American Disabilities Act, any person who requires a modification or accommodation ~~in order~~ to participate in a meeting should contact the City Clerk's Office at (402) 293-3007 at least 48 hours prior to the meeting.

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The City Attorney is designated the official parliamentarian for the City Council.

Adopted	2/85
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POLICY RESOLUTION 15

VEHICLES

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~~The City Administrator shall prepare a list of city personnel authorized to take city vehicles nightly to their residences. This list shall be reviewed and approved semi-annually. The list shall not include public safety vehicles, as such list will be maintained by the Police Department separately. These lists shall also be made available to the City Council members annually and upon request.~~

The City Administrator shall prepare a list of City personnel authorized to take City vehicles to and from their residences. The list shall not include police vehicles and fire department vehicles, as a separate list of these vehicles shall be maintained by the Police Department and Fire Department. All lists of vehicles authorized to be used for transportation to and from an employee's residence will be reviewed and approved by the City Administrator semi-annually and shall be made available to the City Council members annually and upon request.

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POLICY RESOLUTION 16

COUNCIL TASK FORCES

From time to time it will be beneficial for the City Council to investigate, fact find, seek solutions and remedies to issues of policy or operations of government. To facilitate such efforts, it shall be the policy of the City Council to establish Task Forces as working groups.

A Task Force may only be requested by the Mayor or any City Council member. The City Council shall approve the Task Force, and its defined task and objectives, which shall be presented in writing by the City Council member requesting the Task Force. The members of a Task Force shall be appointed by the City Council member requesting the Task Force and shall be approved by the City Council. The members may include up to three (3) City Council members and additional city personnel, if approved by the City Administrator. The City Council shall set a start date and a tentative end date for each Task Force.

The City Clerk shall maintain a Task Force file containing all member names and contact information, starting and ending dates, defined task with objectives, final written report and any further action taken by the City Council as it relates to the Task Force. Task Force members shall be listed on the city's website during the time the Task Force is active.

Upon completion of the defined task, a written report shall be presented at a regular meeting to the majority City Council for review. The Task Force shall automatically be disbanded after the presentation of the written report unless further action is requested and approved by majority vote of the City Council. In the event further action is requested and approved, the Task Force shall continue until the defined task or further action is completed, at which time another written report shall be presented at a regular meeting to the City Council for review. If at that time no further action is requested and approved, the Task Force shall automatically be disbanded.

Adopted	3/16
Revised	1/21
Reviewed	03/23
Revised	05/25

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POLICY RESOLUTION 17

STANDING COMMITTEES

Standing Committees may be established to deal with matters that involve a continuous flow of the City's work. Standing Committees may be created from federal law, state law, city ordinance, or city policy. A Standing Committee may only be requested by the Mayor or any City Council member. The City Council shall approve the Standing Committee and its defined purpose which shall be presented in writing by the member requesting the Standing Committee. The members of a Standing Committee shall be appointed and approved as stated in Policy Resolution 13 unless stated otherwise in a law, ordinance, or policy. The members may include up to three (3) City Council members and additional city personnel, if approved by the City Administrator.

Standing Committee meetings shall be posted on the city's website noting the date, time, and location of the meeting. Standing Committee members shall be listed on the city's website along with their active term, if applicable. The City Clerk shall maintain a Standing Committee file containing defined purposes, all member names and contact information, terms served, written reports presented, and any further action taken by the City Council as it relates to the Standing Committee. Upon the request of the Mayor or any City Council member, but at least yearly, Standing Committees shall submit a written report of its activities to the Mayor and City Council for review. The City Clerk shall maintain a list of all Standing Committees and a copy of all written reports provided to the Mayor and City Council.

If there is a request or need to abolish a Standing Committee, it must be requested by the Mayor or a City Council member who will prepare a written report explaining the reason for such action. The City Council shall make the final decision to continue or abolish a Standing Committee.

Adopted	2/87
Reviewed	2/9/87
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	2/25/91
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POLICY RESOLUTION 18

AUTHORIZATION FOR APPROVAL OF IMMEDIATE AND/OR EMERGENCY DISBURSEMENT OF FUNDS

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SEE POLICY RESOLUTION 4 AND POLICY RESOLUTION 5

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Revised	1/01
Reviewed	3/02
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Revised	1/21
Reviewed	03/23
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POLICY RESOLUTION 19

TRAVEL EXPENSE POLICY

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SEE CITY OF BELLEVUE, NEBRASKA EMPLOYEE HANDBOOK

APPENDIX "D" TRAVEL EXPENSE POLICY

REVISED FEBRUARY 7, 2023

~~**Travel Expense Policy**~~ ~~- The Mayor, City Administrator, City Attorney, City Council Members or employees traveling on behalf of the City of Bellevue ("City") and performing approved City business, will be reimbursed for their travel expenses. Travel expenses shall include, but not be limited to, transportation and/or mileage costs, lodging expenses, meal expenses and registration costs. References in this policy to employees shall also be applicable to the Mayor, City Administrator, Assistant City Administrator, City Attorney and the City Council (see section 16).~~

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1. ~~**Pre-Approval of Travel** - Travel to attend conferences or training or to conduct other City business requires the prior authorization of the employee's supervisor and department head. Attendance by department heads requires the approval of the City Administrator. A "Travel and Training Authorization Form" (Exhibit 1) is required to be completed and signed prior to incurring any expenses. Travel and training requests should clearly state (1) the purpose of the trip, (2) the specific need to the employee to travel, and (3) the estimated costs of the travel, including any registration fees.~~

   ~~Individual departments may require additional documentation regarding travel approval and evaluation of travel.~~

   ~~Requests to attend conferences and training during the last six months of an employee's employment with the City will usually be denied. Local meetings may be approved.~~

   ~~With the exception of the City Administrator, the City will not pay for more than four (4) trips of more than 50 miles outside of the Bellevue city limit per budget year (October 1 to September 30) unless approved in advance by the department head, the Finance Director and the City Administrator, according to section 17 of this policy. The City Administrator and Assistant City Administrator are exempt from the policy exception request in section 17, to the extent such request pertains to training seminars and/or out-of-town trips per budget year, due to their annual accreditation requirements to which both are contractually obligated.~~

2. ~~**Air Travel** - Air travel shall only be authorized when it is more economical than surface transportation. Reimbursement for commercial air travel will be limited to "coach" fare. First class travel is not allowed. Airfares should be the most economical flight available.~~

An exception to the most economical flight may be granted if significant time savings is achieved using a direct flight versus connecting flights. All exceptions to the most economical airfare must be approved in advance by the department head or City Administrator. Considerations will also be given during a pandemic or public health emergency regarding health and safety and the best method of travel.

3. **Conferences and Training** City employees are encouraged to attend conferences and training, within the constraints of departmental budgets, to obtain, maintain or enhance key knowledge and skills related to the employee's profession.

   Payment may be made directly to a vendor or as reimbursement to an employee for expenses incurred on behalf of the City. Original invoices/receipts and documentation showing the date, purpose and agenda of the conference or training must be attached to the employee's travel expense report.

   The payment of meals and nonalcoholic beverages for City employees attending a conference or training is allowable if the employee is in travel status or the meal is included in the overall conference pricing.

   An employee not in travel status will be reimbursed for actual costs incurred for attendance at official functions, conferences or hearings, not included in normal day-to-day operations of his or her department. These costs may include meals.

4. **Lodging** Employees shall report only actual expenses paid for lodging. Business telephone calls and parking charges incurred at the lodging site may be included on the lodging bill. Lodging expenses may either be directly billed to the City, paid with a City credit card or claimed on a travel expense report. If claimed on a travel expense report, detailed receipts for lodging are required to be filed with the claim.

   Personal lodging expenses incurred such as movies, purchases of personal items, etc. should be deducted from lodging receipts prior to requesting reimbursement.

   Lodging will be reimbursed when an employee is "away from home overnight". The Internal Revenue Service states: "You are away from home overnight if your duties require you to be away from the general area of employment for a period substantially longer than an ordinary day's work and, during released time while away, it is reasonable for you to need and to get sleep or rest to meet the demands of your employment or business. The absence must be of such duration that you cannot reasonably leave and return to that location before and after each day's work."

   It is City's policy that a person generally be more than 50 miles from his or her workplace in order to be eligible for lodging. There may be, under certain circumstances, reasons to pay for lodging for distances less than 50 miles. Such reasons include, but are not limited to work requirements, medical conditions or weather. In those instances, the reason must be clearly stated as part of the substantiation and documentation of expenses.

5. **Meals** -

a) Overnight Travel- Employees traveling on City business can claim the current Government Services Administration (GSA) daily rate for meals and incidentals applicable to the City's zip code (68005). The GSA zip code 68005 daily rate for meals and incidentals will apply to travel to all locations. This rate will be posted on the City's intranet and can also be found at the GSA website at http://www.gsa.gov/portal/category/21287 (enter the 68005 zip code to find rate).

For all full travel days, the rate paid will be the GSA rate. For the first and last day of travel, the per diem amount paid will be 75% of the GSA per diem rate (this is consistent with Federal guidelines).

The per diem rate covers all taxes and tips. Employees will not be reimbursed separately for those items.

No reimbursement will be made for alcoholic beverages.

b) Same-Day Travel- Employees with approved same-day travel will be reimbursed for meals and incidentals based upon actual costs incurred.

Employees are required to adequately document and substantiate all meals and incidentals submitted for reimbursement. Undocumented and unsubstantiated costs will not be reimbursed. Receipts are required for all receiptable transactions. Non-receiptable transactions, such as vending machine purchases, must clearly explain the nature and purpose of the purchase and why no receipt was obtained.

6. **Vehicle Costs**- An employee will be reimbursed for use of a personal vehicle while on City business (this does not include commuting miles) at the prevailing standard rate as established by the Internal Revenue Service through its Revenue Procedures.

This rate will be posted on the City's intranet and can also be found at the IRS website at http://www.irs.gov/ (enter "mileage rates" in the Search box to find the current year Revenue Procedure with the mileage rate).

If more than one City employee is riding in a personal vehicle being used for travel while on City business, only the owner of vehicle will be reimbursed for mileage. Mileage will not be paid to other occupants.

Vehicle usage must be economical based upon total travel costs (mileage, lodging, meals, employee travel time) when determining whether to travel by vehicle or air. Employees do not have the option to select vehicle travel if the distance of the trip makes vehicle travel less economical when considering all travel costs and lost productive employee time.

Department heads may require employees to utilize City-owned vehicles (as opposed to personal vehicles) if the use of the City-owned vehicle will be more economical. An employee's personal vehicle may be considered for use if a City-owned vehicle is not available, the employee is including personal travel during the trip, or the employee has other valid reasons for using a personal vehicle. The Travel and Training Authorization Form will indicate to the travel approver the vehicle (personal or City) intended to be used for the trip.

Employees will be reimbursed mileage for both overnight and same-day travel. The guidelines for reimbursement of mileage are the same for both.

When renting a vehicle, rental car insurance coverages should be declined. Car rental is covered by the City's insurance.

7. **Long-Distance Telephone Calls** - Charges for long distance telephone calls are an allowable City expenditure if:
   a. They are related to City business or
   b. The employee is in a travel status on City business and the calls are in accordance with an approved City policy.

Employees are encouraged to use the most economical method available for telephone calls.

8. **Reimbursement to One Employee for Two or More Employees' Expenses** - One employee may be reimbursed for actual expenses incurred on behalf of another City employee, such as when two employees eat a meal and one employee pays the bill. The employee to be reimbursed must provide the City with the same detailed information that would have been required of each City employee had they been billed individually. In all cases when one employee is requesting reimbursement for expenses of more than one City employee, detailed receipt policies must be adhered to, employees' names listed and documents cross-referenced, when applicable. If two employees are billed jointly, but each pays half and each requests reimbursement separately, the documents must be cross-referenced, since one employee usually will not have a detailed original receipt.

The highest-level employee should pay the bill if paying on behalf of one or more other employees. Lower level employees are not allowed to pay for expenses incurred by their supervisors or department heads, which would subsequently be approved by the supervisor or department head.

9. **Paying for Travel Expenses** - Several methods are available for payment of travel expenses, as follows:
   a. Direct payment by the City to the business.
   b. Use of a City-assigned credit card for individuals authorized to hold a City credit card.

c. Use of the employee's personal credit card (to be reimbursed upon submission of an approved travel expense report).
d. Request and receipt of a travel cash advance.

For conferences and training, employees are encouraged to contact the Purchasing department to arrange direct payment by the City.

10. **Cash Advances** – Cash advances may be made to employees to cover the estimated costs of lodging, ground transportation, and meals and incidentals. If actual expenses submitted exceed the amount of the advance, the City will reimburse to the employee the difference. If the advance exceeds the actual expenses submitted, the employee should submit a check with his/her travel expense report to reimburse the City for the difference.

Approval of cash advances is required by supervisors and department heads. Cash advances requested by department heads are to be approved by the City Administrator.

11. **Travel Expense Report** - A "Travel Expense Report" (Exhibit 2) for the incurred expense must be completed and submitted by the employee to his/her supervisor and department head for approval. Department heads are required to submit travel expense reports to the City Administrator for approval.

Employees must substantiate and document the cost for travel, lodging, meals and other expenses. To be reimbursed, the expense must be a necessary expense, the reason/purpose of the expense clearly stated, and the dates and amounts incurred documented.

Receipts are required for all expenditures that are not covered by per diem rates, regardless of the amount. In rare cases where a receipt is not available (example: vending machine purchases), an explanation of the date, time, amount and items purchased should be provided.

Each receipt must provide the required detail about the expense (date and specific items purchased). Credit card receipts with only total amounts will not be considered adequate documentation. Employees will be required to obtain the necessary detail documentation in order to be reimbursed.

In rare cases when the receipt provided by the merchant for minor expenditures does not detail the purchase, the employee should clearly explain what was purchased and provide a notation with the expense report indicating that no additional receipt detail was available from the merchant.

Failure to have a detailed receipt or provide necessary detail for non-receipted or non-itemized minor purchases shall make the expense a personal expense.

Travel expense reports must be submitted for approval no later than thirty days after the final day on which the expenses were incurred. Failure to submit expenses within the required time frame may result in expenses not being reimbursed.

12. **Personal Expenses** – Employees using personal credit cards for City business must exclude any personal expenses from those submitted for reimbursement. Whenever possible, employees are encouraged to make personal and City business expenditures separately.

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Payments made directly by the City or with City issued credit cards must never include any personal costs. If a personal cost is mistakenly paid for by the City, it must be reimbursed by the employee within three (3) business days. All personal costs paid for by the City and reimbursed by the employee will be reported to the Audit Committee. Use of City issued credit cards for personal expenses will result in disciplinary actions which may include termination.

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13. **Employee and Approval Signatures**

a. Employee Signatures - The employee claiming reimbursement of expenses must sign the travel expense report. By signing the travel expense report, the employee asserts that expenses submitted are appropriate and legitimate expenses incurred in accordance with the City's Travel Expense Policy. Knowingly falsifying travel expense reports will result in disciplinary actions which may include termination.

b. Approval Signatures Supervisors, department heads and/or the City Administrator shall insure that cost incurred are appropriate and legitimate and in accordance with the City's Travel Expense Policy. Expenses that do not meet the policy requirements for reimbursement shall be clearly noted and removed from the expense report.

14. **Travel with Family Members** Family members may wish to attend meetings or conferences with employees who are traveling. Any additional costs incurred related to the attendance of family members are the responsibility of the employee.

15. **Training Attendance Evaluation** Following the attendance at any conference or training, the employee is required to complete and provide to Personnel a "Travel Attendance Evaluation Form" (see Exhibit 3). This form documents the quality of the training, the benefits of attendance and whether it is recommended that attendance at similar sessions in the future occur. This is due within 10 days after the completion of the trip.

16. **Applicability of Policy and Approval of Travel Expenses for Non-Employees and the City Administrator** All provisions of this policy are also applicable to non-employees (i.e. the Mayor and City Council) traveling to conduct approved City business.

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Pre-approval of travel, approval of travel expense advances, and approval of travel expense reports for the Mayor, City Attorney, Assistant City Administrator and the City Council is the responsibility of the City Administrator and the Finance Director.

Pre-approval of travel, approval of travel expense advances and approval of travel expense reports for the City Administrator are the responsibility of the Mayor.

17. **Policy Exceptions** Policy exceptions may be granted with the approval of the department head, the Finance Director and the City Administrator. Policy exception

~~requests must clearly state the nature and reason for the policy exceptions. All policy exceptions will be summarized and reported to the Finance Compliance and Control Manager, who will report the exceptions to the Audit Committee.~~

Adopted	4/87
Reviewed	2/3/87
Revised	1/23/89
Reviewed	2/25/91
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POLICY RESOLUTION 20

INFORMATION REQUESTS AND COMPLAINTS

The Mayor and the City Council reserve the right to make inquiries of City management staff regarding municipal operations or activities. In an effort to coordinate the timely dissemination of accurate and concise information, the inquiry will be directed to the City Administrator's office for referral to the appropriate department.

Department Heads are responsible for keeping the City Administrator informed of all Mayor and/or City Council direct contacts and requests for information. The City Administrator will be responsible for the coordination of the preparation and distribution of the response to the inquiry.

The Mayor, City Council and individual members thereof do not have the authority to issue directives to any subordinate of the City Administrator. All requests for action on the part of a City employee must be processed through the City Administrator's office.

Complaints concerning any City department or City employee coming from a City Council member or from a member of the public-at—large, shall be referred to the City Administrator or a designated staff member.

On all communications (emails, letters, etc.) received by more than one council member, it is the responsibility of the representative ward council member to ensure a response is prepared and communicated to the party in a timely manner. The representative council members may contact the City Administrator for assistance; however, the representative council member is responsible to make sure a response is completed. The representative council member will notify the other council members of the outcome. However, in all cases, any council member may respond to any citizen communication.

Adopted	5/87
Reviewed	2/9/87
	1/23/89
	2/25/91
	3/93
	2/95
	2/97
	2/99
Revised	1/01
Reviewed	3/02
	1/03
Revised	10/07
Reviewed	3/09
	1/11
	1/13
Revised	1/21
Revised	03/23
Reviewed	05/25

POLICY RESOLUTION 21

SALARY AND COMPENSATION OF THE MAYOR AND CITY COUNCIL

"DELETED"

SEE CITY CODE

Adopted	6/87
Reviewed	2/9/87
	1/23/89
	2/25/91
	3/22/93
	2/13/95
	2/10/97
Revised	1/26/98
Reviewed	2/8/99
	1/01
	3/02
	1/03
Deleted	10/07
Revised	1/21
Reviewed	03/23
	05/25

POLICY RESOLUTION 22

RIGHT-OF-WAY DEDICATION

DELETED

SEE CITY CODE

Adopted	1/89
Reviewed	6/26/89
	2/25/91
	3/93
	2/95
	2/97
	2/99
Revised	1/01
Reviewed	3/02
	1/03
Revised	10/07
Reviewed	3/09
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Reviewed	03/23
	05/25

POLICY RESOLUTION 23

GUIDELINES FOR USE OF COMMUNITY BETTERMENT FUNDS

"DELETED"

Adopted	2/89
Reviewed	11/13/89
	2/25/91
	3/93
	2/95
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Deleted	10/07
Reviewed	1/21
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POLICY RESOLUTION 24

STAFF SOLICITATIONS

It is a policy of the City Council that there will be no solicitations to businesses, citizens, groups or organizations in the community for or on behalf of the City of Bellevue without the Council 's approval, with the exception of gathering items for the City's holiday party and other staff appreciation events.

Adopted	1/90
Reviewed	4/9/90
	2/25/91
	3/93
	2/95
	2/97
	2/99
Revised	1/01
Reviewed	3/02
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POLICY RESOLUTION 25

CITY EMPLOYEES PROHIBITED FROM PURCHASING SURPLUS PROPERTY

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Adopted	1/91
Reviewed	3/25/91
	3/93
Deleted	2/10/97
Reviewed	1/21
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POLICY RESOLUTION 26

REVIEW OF COMPREHENSIVE PLAN AND FUTURE LAND USE MAP

At the first meeting in March, beginning March, 20~~12~~24, and at least every ~~three~~ four years thereafter, the Bellevue City Council ~~will~~ shall review the Comprehensive Plan. ~~as adopted in February, 2009.~~ The purpose is to compare the Plan with actual land use changes, if any, during the review period.

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Revised	10/07
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Revised	05/25

POLICY RESOLUTION 27

INQUIRIES REGARDING FORMER OR CURRENT CITY EMPLOYEES

"DELETED"

SEE POLICY RESOLUTION 20

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Adopted	1/93
Reviewed	3/93
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Revised	1/21
Reviewed	03/23
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POLICY RESOLUTION 28

CONTRACTS AND AGREEMENTS REQUIRED TO BE SIGNED BY THE MAYOR

All original contracts and agreements involving the expenditure of public funds or other valuable consideration shall be submitted to the City Attorney for approval as to form and content before forwarding the contract or agreement to the City Council for consideration or action.

All contracts and agreements will be received and approved by the City Administrator and approved by the City Council, except the City Administrator or his/her designee may approve all contracts under $10,000.00 without approval of the City Council and may sign contracts that are not for payment of any goods or services. Contracts may not be separated into smaller amounts in order to avoid the requirements outlined herein.

Professional contracts will be reviewed annually.

Adopted	2/93
Reviewed	3/93
	2/95
	2/97
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Revised	10/07
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Revised	1/21
Reviewed	03/23
	05/25

POLICY RESOLUTION 29

REIMBURSEMENT OF EXPENSES FOR ATTENDANCE AT FUNCTIONS, HEARINGS OR MEETINGS ON BEHALF OF THE CITY

Appointed officials, employees, volunteers and elected officials who are serving in a recognized City volunteer organization of the City may be reimbursed for the actual and necessary expenses incurred for attendance at an official function, hearing, or meeting on behalf of the City, if the official, employee, or volunteer received approval for reimbursement prior to such attendance from the City Administrator. The City Administrator may, at ~~his/her~~ their discretion, deny the request, approve the request, or require the individual making the request to seek reimbursement approval ~~that the person requesting same receive approval for reimbursement of the expenses~~ from the City Council at a regularly scheduled meeting.

This policy resolution shall apply to City officials, employees, or volunteers, whether or not the official, employee, or volunteer has access to a City expense account. This policy resolution does not authorize the expenditure of City funds to pay for any expenses incurred by a spouse of, or any other person traveling with, an elected or appointed official, employee, or volunteer. This policy resolution shall not apply to reimbursement of expenses for the City Council members.

State Law Reference: 13-2203(1)(a).

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Adopted	3/93
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Revised	1/01
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Revised	05/25

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POLICY RESOLUTION 30

EXPENDITURE OF PUBLIC FUNDS FOR PLAQUES, CERTIFICATES OF ACHIEVEMENT OR OTHER AWARDS

1. Authorization is given for the expenditure of City funds for plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers, including those persons serving on boards or commissions of the City of Bellevue.

2. Such plaques, certificates of achievement, or items of value awarded shall not be given without prior approval of the Mayor or the City Administrator.

3. Such plaques, certificates of achievement, or items of value awarded may only be given for meritorious service on behalf of the City of Bellevue.

4. The dollar limit on the value of any plaque, certificate of achievement, or item of value to be awarded is hereby set at $150.00.

5. This policy resolution shall not be amended or altered more than one time in any twelve—month period. No City funds shall be expended for plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers except as provided in this policy.

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State Law Reference 13—2203(3)

Adopted	4/93
Reviewed	2/95
Revised	2/97
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Proposed Deletion	10/07
Reviewed	3/09
Revised	5/09
Reviewed	1/11
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	03/23
Revised	05/25

POLICY RESOLUTION 31

EXPENDITURE OF CITY FUNDS FOR MEALS AND BEVERAGES

This City Council hereby approves the expenditure of City funds for nonalcoholic beverages and meals, when the City Administrator has approved the expenditure in advance, for the following purposes:

1. Nonalcoholic beverages provided to individuals attending City Council meetings or other public meetings held by or for the City of Bellevue;

   State Law Reference 13—2203(2)(a)

2. Nonalcoholic beverages and meals provided for any individuals while performing or immediately after performing training, relief, assistance or support activities in emergency situations, including, but not limited to, tornado, severe storm, fire, or accident;

   State Law Reference 13—2203(2)(b)(i)

3. Nonalcoholic beverages and meals provided for any volunteers during or following participation in an activity approved by and done on behalf of the City of Bellevue, including, but not limited to, mowing parks, picking up litter, removing graffiti, or snow removal;

   State Law Reference 13—2203(2)(b)(ii)

4. Nonalcoholic beverages and meals provided at a recognition dinner that may be held once each year for elected or appointed officials, employees, or volunteers of the City of Bellevue. Such annual recognition dinner may be held separately for employees of each department or separately for volunteers, or any of them in combination. The maximum cost per person of such dinner shall not exceed $50.00.

   State Law Reference 13—2203(2)(b)(iii)

No City funds shall be expended for beverages and/or meals except as provided in this policy.

Adopted	5/93
Reviewed	2/95
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Reviewed	1/03
Proposed Deletion	10/07
Reviewed	3/09
Revised	5/09
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Revised	6/19
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POLICY RESOLUTION 32

NAMING OF PUBLIC FACILITIES

"DELETED"

SEE CITY CODE

Adopted	7/97
Reviewed	2/99
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Revised	10/07
Reviewed	3/09
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POLICY RESOLUTION 33

CELLULAR TELEPHONES

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Adopted	2/8/99
Revised	1/01
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Reviewed	1/03
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POLICY RESOLUTION 34

CONTRACT CLAIMS AGAINST THE CITY

All contract claims made against the City shall be handled in the following manner:

1. Promptly after the receipt of a proper claim, the City Clerk shall schedule a hearing upon the claim to be heard by the City Council at a regularly scheduled meeting. In determining the date for the hearing, the City Clerk shall receive guidance from the City Administrator and the City Attorney in order to assure that the City has an appropriate amount of time to prepare for the hearing.

2. Once the claim is set for hearing, the City Clerk shall mail a notice to the claimant which shall include a statement that the City is in receipt of the claim and the date, time and location of the hearing. Such notice shall be mailed at least twenty—one days prior to the scheduled hearing. Such notice shall be mailed to the address specified in the claim or at such other address as provided to the City.

3. During the time period from the date of the City Clerk' s receipt of the claim until the hearing, the claimant or its representative (s) shall have access to the City's files only to the extent required by any state, federal or local public records laws, nor including court discovery rules.

4. At no time shall the claimant, the City or their respective representative (s) be required to produce witnesses, documents or things or be required to answer any written or oral questions.

5. At the hearing, the claimant, its counsel or representative (s) may make an oral presentation and/or present evidence by way of documents, things or witnesses. The City' s representative (s) will then have the opportunity to make an oral presentation and/or present evidence by way of documents, things or witnesses. The City Council shall receive all evidence offered at the hearing. The claimant, its counsel or representative (s) shall have the right to question any City representative or witness that makes a presentation to the City Council at the hearing and the City' s representative (s) shall have the same right as the claimant, its representatives and witnesses. The presentations shall be limited to a reasonable time given the facts of the claim; a reasonable time shall be determined at the sole discretion of the Mayor or, if the Mayor is not in attendance, the presiding person at such City Council meeting.

6. The hearing shall be recorded in the same manner that the City Council Meeting is regularly recorded.
7. The claim shall be heard and decided by all of the City Council Members who are in attendance during the hearing. If any City Council Member has a conflict, cannot be impartial, will present evidence at the hearing or will be a witness at the hearing, such City Council Member shall recuse himself or herself and shall not participate in the hearing, any deliberations or the decision. The City Council may conduct its deliberations at any time and the deliberations shall be held in a non—public forum. There shall be no time limit for the City Council to render a decision.

8. The City Clerk shall notify the claimant of the City Council decision in accordance with Nebraska law.

9. If at any time prior to the first date set for hearing, the claimant or the City decides it is necessary to continue the hearing, the hearing shall be continued until the next regularly scheduled City Council Meeting. There shall be no further continuances unless agreed to by the City and the claimant, in which case, the continuance can be for as long as agreed.

10. The claimant' s rights to seek judicial review of the City Council' s decision are not affected by these procedures and shall continue to be governed by Nebraska law. The claimant shall have the right to receive a transcript of the hearing upon proper request and the payment of the normal costs associated with obtaining a transcript of a City Council Meeting.

11. If any part of these procedures is found by the Nebraska Supreme Court to be in violation of Nebraska law, then all of these procedures shall be void.

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	03/23
Revised	05/25

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POLICY RESOLUTION 35

PRINCIPLES OF CONDUCT AND DECORUM

It is the belief of the members of the Bellevue City Council that the proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that public deliberations and actions be conducted in an atmosphere free from personal animosity and hostility; that governmental decisions and policy be made in proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government.

In recognition of these goals, the City Council adopted a Code of Ethics as part of Bellevue City Code at Article IV. Division 4. Sections 202-208. ~~adopts the following principles of conduct and decorum for meetings of the City Council and when conducting city business, which rules may be amended and/or rescinded at any time.~~ If any portion of the Code of Ethics ~~these rules of conduct and decorum~~ are found to conflict with any ~~City ordinance or~~ State law, the provisions of ~~City ordinance or~~ State law shall be followed.

~~Principles of Conduct and Decorum for Meetings of the City Council~~

~~The principles of conduct and decorum shall consist of the following:~~

(a) ~~The Mayor, members of the City Council, City officials and employees shall (i) respect and adhere to the American ideals of government, rule of law, principles of public administration and high ethical conduct in the performance of public duties; (ii) represent and work for the common good of the City and not for any private interest; (iii) refuse to accept gifts of favors or promises of future benefits which might compromise or tend to impair independent judgment or action; and (iv) provide fair and equal treatment for all persons and matters coming before the City Council. Any such violation may be considered misconduct and such person may be subject to sanctions as outlined in City Code 2-208.~~

(b) ~~Any statements made during City Council meetings or when conducting city business, by the Mayor, members of the City Council, City officials and employees, or members of the general public shall not involve personal or slanderous attacks on individuals, regardless of whether the individual so attacked is an elected official, a city official or employee, or a member of the general public. Any such violation may be considered misconduct and such person may be subject to sanctions as outlined in City Code 2-208.~~

(c) ~~During City Council meetings and while conducting city business, the Mayor, members of the City Council, City officials and employees, or members of the~~

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~~general public shall not, by conversation or otherwise, delay, interrupt, or disrupt the proceedings of the City Council, or refuse to obey the orders of the presiding officer regarding the rules of conduct and decorum. Any such violation may be considered misconduct and such person may be subject to sanctions as outlined in City Code 2-208.~~

(d) ~~Any issue presented for consideration by the Mayor, members of the City Council, City officials and employees, or members of the general public, shall be made to the City Council as a body through the presiding officer and shall not be directed solely to the Mayor, any particular member of the City Council, any City official or employee or any member of the general public.~~

(e) ~~The use of vulgar, threatening, abusive or disparaging language; inappropriate sexual behavior or remarks; or racial or ethnic slurs, directed at the Mayor, any particular member of the City Council, any City official or employee or any member of the general public shall not be tolerated. Any such violation may be considered misconduct and such person may be subject to sanctions as outlined in City Code 2-208.~~

(f) ~~The Mayor, members of the City Council and City officials shall not knowingly violate any statute or lawfully adopted rule or regulation relating to his/her official duties. Any such violation may be considered misconduct and such person may be subject to sanctions as outlined in City Code 2-208.~~

(g) ~~The Mayor, members of the City Council and City officials shall not commit a wrongful or unjust doing of some act in which the doer has no right to perform, or which he/she has stipulated by contract not to do. Any such violation may be considered misconduct and such person may be subject to sanctions as outlined in City Code 2-208.~~

(h) ~~Members of the public who do not follow proper decorum after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council chambers.~~

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Adopted	4/28/03
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Revised	12/19
Reviewed	1/21
	03/23
Revised	05/25

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POLICY RESOLUTION 36

PURCHASING/TRAVEL CARD POLICY

"DELETED"

SEE POLICY RESOLUTION 4 AND POLICY RESOLUTION 8

Adopted	41/9/06
Proposed for Deletion	10/07
Deleted	5/09
Revised	1/21
	03/23
Reviewed	05/25

POLICY RESOLUTION 37

COUNCIL MEMBERS PARTICIPATION IN CITY EMPLOYEE HEALTH, DENTAL AND/OR LIFE INSURANCE PLANS

City Council members may participate in any or all of the insurance programs provided by the City. These programs consist of the health, dental or life insurance plans. One hundred percent of the premium for such insurance coverage shall be reimbursed to the City of Bellevue on a monthly basis by the City Council member.

Adopted	5/09
Reviewed	1/11
	1/13
	1/21
	03/23
	05/25

POLICY RESOLUTION 38

COUNCIL MEMBERS' EXPENSE ACCOUNT

There is hereby authorized and established for the use of each of the Council Members an expense account up to $3,000.00 based on an annual appropriation by the Council. The expense account may be used by each of the Council Members' expenses of up to $3, 000.00 per year, which expenses are associated with official city business and for which there is no other established account or policy for reimbursement which could otherwise be used for said expenses. Each request for payment or reimbursement must be accompanied by a statement which contains:

a) A brief explanation of the nature of the business;
b) A cost estimate or quote from the vendor or receipts paid by the Council Member; and
c) Other information as may be required by the City Finance Director.

Travel, meals and lodging incurred in connection with the following types of activities set forth below constitute authorized expenses:

1. Communicating with representatives of local, regional, state and national government on City policy provisions;
2. Attending educational seminars designed to improve officials' skill and information levels;
3. Participating in local, regional, state and national organizations of cities whose activities affect the City's interests;
4. Attending City events; or events sponsored by organizations or entities whose activities affect the City's interests where the primary purpose of the event is to discuss subjects which relate to City business;
5. Implementing City approved policies; and
6. Meals where the primary purpose of the meal is to conduct City—related business (other than simply meeting constituents) as long as the amount of such meal meets applicable federal and state standards as to when meal reimbursement may be allowed.

From time to time, it may be necessary for an official to request a cash advance to cover anticipated expenses while traveling or doing business on the City's behalf. Such request for an advance should be submitted to the City Finance Director no later than ten (10) working days prior to the need for the advance with the following information:

1. The purpose of the expenditure(s);
2. Whether the expenditure is for an authorized activity;
3. The anticipated amount of the expenditure(s) (for example: hotel rates, meal costs, and transportation expenses); and

4. The dates of the expenditure(s).

Any unused advance must be returned to the City within five (5) working days of the official' s return, along with an expense report and receipts documenting how the advance was used in compliance with this expense policy.

These funds may be authorized for payment or reimbursed to the Council Members or vendor upon the Council Member' s submission of a completed expense statement. The Council Member shall file the statement with the City Finance Director within two (2) months of the expenditure in order to qualify for the expense payment or reimbursement of the expense. The City Finance Director shall not approve the payment unless the statement is complete. The City Administrator shall keep an accounting of the expenses and report the expenses to the Mayor and Council Members every six (6) months.

Adopted	11/22/10
Reviewed	1/11
	1/13
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	05/25

POLICY RESOLUTION 39

PUBLIC PARTICIPATION AT CITY COUNCIL MEETINGS

The City of Bellevue recognizes and upholds the right of citizens, organizations and groups to attend, observe and participate in regularly scheduled public meetings of the Bellevue City Council. The following rules are established for participation by members of the general public, organizations or groups:

MATTERS NOT ON THE CITY COUNCIL AGENDA

Any person, organization or group may request the opportunity to speak regarding any matter not included on the City Council' s agenda. The following conditions for participation shall apply:

1. Each person, organization or group who wishes to speak shall submit a written request, on a form provided by the City Clerk, to the City Clerk by the end of the business day that is at least five (5) calendar days prior to a scheduled meeting. The written request shall state the person's name, address, phone number, email, and topic, with a brief description of what is going to be said in regard to such topic. If the City Administrator determines that the topic and/or description are too vague, the person may be asked to clarify the item. The City Clerk shall notify the requestor of the placement of the item on the agenda. If the City Administrator determines that the item shall not be placed on the agenda under the Approved Citizen Communication, he/she shall forward the written request to the representative ward council member and the council member of the next ward in succession for consideration by 5:00 p.m. on the Wednesday before the council meeting and shall copy the City Clerk on same. If either the ward council member or the council member of the next ward in succession notifies the City Administrator by 5:00 p.m. on the Thursday before the council meeting and determines that the written request should be placed on the agenda, it shall be placed on the agenda.

2. Each person, organization or group who has been placed on the agenda shall be recognized by the Mayor or the presiding officer.

3. Presentations shall be limited to five (5) minutes per speaker unless a majority of the Councilmembers present votes to suspend the rule to provide for more or less time. If there are numerous requests to address the City Council on the same topic, the Mayor may recognize representatives to speak.
4. An organization or group wishing to speak before the City Council shall speak through its appointed spokesperson, who shall be the person required to submit the

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aforementioned form requesting to speak. The Mayor or presiding officer may limit the number of persons permitted to speak for any organization or group. If the City Administrator receives multiple written requests for the same topic or from the same organization, he/she may require the consolidation of said requests and require the appointment of one spokesperson.

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MATTERS ON THE CITY COUNCIL AGENDA

Any person, organization or group may request the opportunity to speak regarding any matter on the City Council' s agenda. The following conditions for participation shall apply:

1. Each person, organization or group who wishes to speak (except for items requiring a public hearing) shall submit a written request, on a form provided by the City Clerk, to the City Clerk prior to the start of the scheduled meeting. The written request shall state the person' s name, address, and agenda item on which the individual, organization or group wishes to speak.

2. The Mayor or the presiding officer, at the appropriate time on the agenda, shall recognize each person, organization or group who has requested to speak.

3. Presentations shall be limited to three (3) minutes per speaker unless a majority of the Councilmembers present votes to suspend the rule to provide for more or less time. If there are numerous requests to address the City Council on the same topic, the Mayor or presiding officer may recognize representatives to speak.

4. An organization or group wishing to speak before the City Council shall speak through its appointed spokesperson, who shall be the person required to submit the aforementioned form requesting to speak. The Mayor or presiding officer may limit the number of persons permitted to speak for any organization or group.

GENERAL PROVISIONS

1. All persons speaking at a City Council meeting shall address the Mayor and Council as a whole, and not the public in general.

2. All persons addressing the City Council shall state his or her name, address, organization or group represented, if any, and shall confine his or her comments to the specific agenda item upon which he or she has requested to speak.
3. All persons speaking at a City Council meeting are expected to conduct themselves in a courteous manner. Comments shall not involve personal or slanderous attacks on employees, members of the City Council or members of the general public. The use of

profane, vulgar, inflammatory, threatening, abusive or disparaging language or racial or ethnic slurs will not be tolerated.

4. The Mayor or presiding officer may instruct the Sergeant at Arms to remove any person from the City Council Chamber who continues to conduct himself or herself in a disorderly manner and causes a disruption to the meeting.

5. Persons addressing the City Council are not permitted to yield their allotted time or any remaining time to another person wishing to address the City Council.

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Revised	2/26/19
Reviewed	1/21
Revised	03/23
Revised	05/25

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16b.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 5/6/2025			SUBMITTED BY: Finance/CDBG		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	✓	OTHER	☐

SUBJECT:

Approve the 2024 CDBG Subrecipient Agreement with Lift Up Sarpy County for the Bellevue Community Response & Outreach in an amount not to exceed $13,662.50.

SYNOPSIS/BACKGROUND:

As part of the 2024 Action Plan approved by the City Council on August 6, 2024, Lift Up Sarpy County (LUSC) was approved for funding in an amount not to exceed $13,662.50 for the Bellevue Community Response & Outreach which will provide support for community response and services for families with elementary and middle school aged children with service, technology access, and parenting resources. LUSC has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT:: $13,662.50 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Lift Up Sarpy County INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2024 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 05/06/2025 CONTRACT TERM: 1 year CONTRACT END DATE: 05/05/2026

PROJECT NAME: LUSC Bellevue Community Response & Outreach

START DATE: 05/06/2025 END DATE: 05/05/2026 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192504 ACCOUNT NUMBER: 60/1903/192504/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Lift Up Sarpy County.

ATTACHMENTS:

1. 2024 CDBG Subrecipient Agreement
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
LIFT UP SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-24-MC-31-0003

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, '20__ by and between the subrecipient LIFT UP SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-24-MC-31-0003 HUD contract in the amount of $13,662.50 for the Bellevue Community Response and Outreach Program for Families with School Aged Children; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $13,662.50 from the B-24-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of supporting community response and services for families with elementary and middle school aged children with service, technology access, and parenting resources to decrease truancy which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

   a. Program Delivery. Funding will be provided for the support of families of school aged children assistance response and outreach programming including, but not limited to, community response assistance and salary expenses as outlined in the 2024 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
      i. Develop and provided guidelines, eligibility requirements, and procedures for the program to the GRANTEE.
      ii. Provided documentation of in-kind funding leveraged with CDBG funding.
      iii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
      iv. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 10 low- and moderate-income households residing within Bellevue city limits.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.
   i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

2. Performance Monitoring. The SUBRECIPIENT, at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
   a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
   b. Update on the expenditure of funding as well as a timeline for expenditure update.
   c. Any additional funds leveraged with CDBG funding.
   d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.

3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that the approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project. A desk monitoring may be conducted in lieu of an onsite monitoring visit as necessary.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.

5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed $13,662.50. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
    a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
    c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
    g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI) registered and active in the System for Award Management (SAM.gov) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
    a. 1st Quarter: October – December,
    b. 2nd Quarter: January – March,
    c. 3rd Quarter: April – June, and
    d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

   a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
      i. $0.00 to $1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
      ii. $1,000.00-$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of $1,000 but under $10,000.
      iii. $10,000.00-$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount $10,000 but under $30,000.
      iv. $30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of $30,000 or more.

   b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

   a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

   b. Subcontracts
      i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
      ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
      iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
      iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue

contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

    a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

    b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

    c. Any expenses incurred or subcontracts executed prior to the approval of the subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

    a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

    a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the

foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
   i. A final performance report,
   ii. A final request for payment, and
   iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPEINT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.

5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

   The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be

undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. SUBRECIPIENTS should refer to the Interim Guidance on Verification of Citizenship, Qualified Alien Statues and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 to determine applicant eligibility and documentation requirements to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

   a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

   b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

   c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease

entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

i. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.

v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.

vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.

vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section3 requirements of 24 CFR Part 75.

4. Conduct.

   a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

   b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.

      i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

      ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

      iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

7. Lobbying. The SUBRECIPIENT hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

8. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

9. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

10. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

11. Build America, Buy American Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends $750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a $500,000.00 limit.

2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of $1,000,000.00 limit for General Liability with a $2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this is a burden or not applicable under specific agreements.

G. AGREEMENT MOTIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.

2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds in excess of $25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of $25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
    a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
    b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
    c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.

3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

   a. To GRANTEE: City Administrator
   City of Bellevue
   1500 Wall Street
   Bellevue, NE 68005

   b. To SUBRECIPIENT: Executive Director
   Lift Up Sarpy County
   1620 Wilshire Drive Suite 301
   Bellevue, NE 68005

   c. Copy to: Finance Director
   City of Bellevue
   1500 Wall Street
   Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

Angie Lauritsen, President
Lift Up Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska

Tanya Gifford, Executive Director
Lift Up Sarpy County

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires:_____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 31 day of March, 2025 by Angie Lauritsen, President, on behalf of the organization.

My Commission Expires:
1-21-27

GENERAL NOTARY - State of Nebraska
JANETTE HUGHES
My Comm. Exp. January 21, 2027

NOTARY PUBLIC

16c.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 5/6/2025			SUBMITTED BY: Finance/CDBG		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve the 2024 CDBG Subrecipient Agreement with Bellevue Public School for the Family Literacy Bellevue in an amount not to exceed $20,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2024 Action Plan approved by the City Council on August 6, 2024, Bellevue Public School (BPS) was approved for funding in an amount not to exceed $20,000.00 for the Family Literacy Program which will benefit LMI adults with acquiring English proficiency to support their children's educational needs and increase opportunities for employment. BPS has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT:: $20,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Bellevue Public Schools INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2024 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 05/06/2025 CONTRACT TERM: 1 year CONTRACT END DATE: 05/05/2026

PROJECT NAME: BPS Family Literacy Program

START DATE: 05/06/2025 END DATE: 05/05/2026 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192503 ACCOUNT NUMBER: 60/1903/192503/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Bellevue Public School.

ATTACHMENTS:

1. 2024 CDBG Subrecipient Agreement
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE PUBLIC SCHOOL
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-24-MC-31-0003

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 20__ by and between the subrecipient BELLEVUE PUBLIC SCHOOL hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-24-MC-31-0003 HUD contract in the amount of $20,000.00 for the Family Literacy Program; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $20,000.00 from the B-24-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing low- and moderate-income adults with acquiring English proficiency to support the education need of children in the household and increase employment opportunities which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

    a. Program Delivery. Funding will be provided for the family literacy program including, but not limited to, the literacy and office supplies and personnel costs for daycare specialist and interpreter/Spanish liaison as outlined in the 2024 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
        i. Develop and provide program guidelines, eligibility requirements, application forms, and review procedures for the program to the GRANTEE.
        ii. Provided documentation of personnel costs including, but not limited to position descriptions, staff hour tracking and value calculation, and in-kind expenses.
        iii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
        iv. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 50 low- and moderate-income limited clientele residing within Bellevue city limits.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.

i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

2. Performance Monitoring. The SUBRECIPIENT, at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
   a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
   b. Update on the expenditure of funding as well as a timeline for expenditure update.
   c Any additional funds leveraged with CDBG funding.
   d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.

3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that the approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project. A desk monitoring may be conducted in lieu of an onsite monitoring visit as necessary.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.

5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed $20,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
    a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
    c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
    g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI) registered and active in the System for Award Management (SAM.gov) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
    a. 1st Quarter: October – December,
    b. 2nd Quarter: January – March,
    c. 3rd Quarter: April – June, and
    d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited

unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

   a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
      i. $0.00 to $1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
      ii. $1,000.00-$9,999.99 - Telephone Quotes: Al purchases of supplies, equipment or contractual services in an amount of $1,000 but under $10,000.
      iii. $10,000.00-$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount $10,000 but under $30,000.
      iv. $30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of $30,000 or more.

   b The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

   a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under th s agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

   b. Subcontracts
      i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
      ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
      iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
      iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

c. Any expenses incurred or subcontracts executed prior to the approval of the subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions

of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:

i. A final performance report,
ii. A final request for payment, and
iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPEINT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.

5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

   The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. SUBRECIPIENTS should refer to the Interim Guidance on Verification of Citizenship, Qualified Alien Statues and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 to determine applicant eligibility and documentation requirements to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

   a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

   b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

   c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and

a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

i. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.

v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.

vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.

vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section3 requirements of 24 CFR Part 75.

4. Conduct.

   a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

   b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
      i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
      ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
      iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

7. Lobbying. The SUBRECIPIENT hereby certifies that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

8. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

9. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

10. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

11. Build America, Buy American Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102,

Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends $750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a $500,000.00 limit.

2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of $1,000,000.00 limit for General Liability with a $2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this is a burden or not applicable under specific agreements.

G. AGREEMENT MODIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.

2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds

in excess of $25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of $25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
    a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
    b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
    c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.

3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

b. To SUBRECIPIENT: Coordinator of EL and Public Health
Bellevue Public School
2600 Arboretum Drive
Bellevue, NE 68005

c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

Dr. Jeff Rippe, Superintendent
Bellevue Public School

Rich Severson, Finance Director
City of Bellevue, Nebraska

Sue Fjelstad, Coordinator of EL
Bellevue Public School

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires:_____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 4 day of April, 2025 by Jeff Rippe, Superintendent, Bellevue Public School, on behalf of the organization.

My Commission Expires:
November 8, 2027

NOTARY PUBLIC

State of Nebraska – General Notary
LARISSA B. MCCANN
My Commission Expires
November 8, 2027

16d.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 5/6/2025			SUBMITTED BY: Finance/CDBG		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Approve the 2024 CDBG Subrecipient Agreement with All Seasons Foundation for the Assistance for Vulnerable Adults & Seniors Programming in an amount not to exceed $13,662.50.

SYNOPSIS/BACKGROUND:

As part of the 2024 Action Plan approved by the City Council on August 6, 2024, All Seasons Foundation was approved for funding in an amount not to exceed $13,662.50 for the Assistance for Vulnerable Adults & Seniors Programming which will provide funding to assist with public service programs for vulnerable adults including seniors, homeless, and those with special needs in Bellevue with access to services and transportation in Bellevue. All Seasons has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT:: $13,662.50 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: All Seasons Foundation INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2024 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 05/06/2025 CONTRACT TERM: 1 year CONTRACT END DATE: 05/05/2026

PROJECT NAME: All Seasons Assistance for Vulnerable Adults

START DATE: 05/06/2025 END DATE: 05/05/2026 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192505 ACCOUNT NUMBER: 60/1903/192505/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with All Seasons.

ATTACHMENTS:

1. 2024 CDBG Subrecipient Agreement
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
ALL SEASONS FOUNDATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-24-MC-31-0003

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 20__ by and between the subrecipient ALL SEASONS FOUNDATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-24-MC-31-0003 HUD contract in the amount of $13,662.50 for the Assistance for Vulnerable Adults and Senior Citizens Program; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $13,662.50 from the B-24-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of assisting vulnerable adults including senior, homeless, and those with special needs in Bellevue will access to service and transportation which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

    a. Program Delivery. Funding will be provided for the program assistance for vulnerable adults and senior citizens including, but not limited to, expenses as outlined in the 2024 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
        i. Develop and provided program guidelines, eligibility requirements, application and procedures for the program to the GRANTEE.
        ii. Provided documentation of in-kind funding leveraged with CDBG funding.
        iii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
        iv. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

    b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 10 low- and moderate-income households residing within Bellevue city limits.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.

i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

2. Performance Monitoring. The SUBRECIPIENT, at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
   a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
   b. Update on the expenditure of funding as well as a timeline for expenditure update.
   c. Any additional funds leveraged with CDBG funding.
   d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.

3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that the approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project. A desk monitoring may be conducted in lieu of an onsite monitoring visit as necessary.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.

5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed $13,662.50. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
    a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
    c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
    g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI) registered and active in the System for Award Management (SAM.gov) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
    a. 1st Quarter: October – December,
    b. 2nd Quarter: January – March,
    c. 3rd Quarter: April – June, and
    d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

   a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
      i. $0.00 to $1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
      ii. $1,000.00-$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of $1,000 but under $10,000.
      iii. $10,000.00-$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount $10,000 but under $30,000.
      iv. $30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of $30,000 or more.

   b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

   a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

   b. Subcontracts
      i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
      ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
      iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
      iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

c. Any expenses incurred or subcontracts executed prior to the approval of the subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions

of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:

i. A final performance report,
ii. A final request for payment, and
iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPEINT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.

5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

   The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. SUBRECIPIENTS should refer to the Interim Guidance on Verification of Citizenship, Qualified Alien Statues and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 to determine applicant eligibility and documentation requirements to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

   a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

   b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

   c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that

involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

i. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.

v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.

vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is

executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.

vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section3 requirements of 24 CFR Part 75.

4. Conduct.

   a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

   b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.

      i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

      ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

      iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

7. Lobbying. The SUBRECIPIENT hereby certifies that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
   c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
   d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

8. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

9. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

10. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

11. Build America, Buy American Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends $750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a $500,000.00 limit.

2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of $1,000,000.00 limit for General Liability with a $2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this is a burden or not applicable under specific agreements.

G. AGREEMENT MOTIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.

2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds in excess of $25,000.00 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of $25,000.00.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
    a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
    b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
    c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.

3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. **NOTICES.**

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

   a. To GRANTEE: City Administrator
   City of Bellevue
   1500 Wall Street
   Bellevue, NE 68005

   b. To SUBRECIPIENT: Executive Director
   All Seasons Foundation
   119 West Mission Suite F
   Bellevue, NE 68005

   c. Copy to: Finance Director
   City of Bellevue
   1500 Wall Street
   Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

Dave Gifford II, President, Board of Directors
All Seasons Foundation

Rich Severson, Finance Director
City of Bellevue, Nebraska

Sean Geer, Treasurer, Board of Directors
All Seasons Foundation

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires:_____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 31 day of March, 2025 by Dave Gifford II, President, on behalf of the organization.

My Commission Expires:
July 12, 2025

NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
ASHLEY KRAMER
My Comm. Exp. July 12, 2025

16e.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 5/6/2025			SUBMITTED BY: Finance/CDBG		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	✓	OTHER	☐

SUBJECT:

Approve the 2024 CDBG Subrecipient Agreement with Housing Foundation for Sarpy County for Development Director Assistance in an amount not to exceed $40,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2024 Action Plan approved by the City Council on August 6, 2024, the Housing Foundation for Sarpy County was approved for funding in an amount not to exceed $40,000.00 for the Development Director Assistance which will provide funding 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. The Housing Foundation has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT:: $40,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Housing Foundation for Sarpy County INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2024 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 05/06/2025 CONTRACT TERM: 1 year CONTRACT END DATE: 05/05/2026

PROJECT NAME: HFSC Development Director Assistance

START DATE: 05/06/2025 END DATE: 05/05/2026 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192507 ACCOUNT NUMBER: 60/1903/192507/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Housing Foundation for Sarpy County.

ATTACHMENTS:

1. 2024 CDBG Subrecipient Agreement
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HOUSING FOUNDATION FOR SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-24-MC-31-0003

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 20__, by and between the subrecipient HOUSING FOUNDATION FOR SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-24-MC-31-0003 HUD contract in the amount of $40,000.00 for assistane to support the employment of a Housing Development Director; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $40,000.00 from the B-24-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing 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 city limits which is eligible under 24 CFR 570.201(p) Non-Profit Organization Capacity Building and Technical Assistance. Such program will include the following activities eligible under the CDBG program:

CF

   a. Program Delivery. To provide assistance to support the employment of a Housing Development Director assistant to increase development capacity as outlined in the 2024 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
      i. Develop and provide to the GRANTEE a job description and classification,
      ii. Provide positions performance objectives, review requirements, and timeline for completion of objectives.
      iii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
      iv. Prepare and provide reports documenting accomplishments of primary duties and the development of affordable housing as a result of those efforts specifically in the City of Bellevue city limits.

b. Income Benefit Goals. It is anticipated that the program will provide assistance to one non-profit organization for the employment of 1 person to develop affordable housing within Bellevue city limits.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income housing benefit with assistance to one organization which will undertake activities to provide or improve affordable housing for low- and moderate-income households within the Bellevue city limits.
   i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
   a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
   b. Copies of all prepared documents and reports pertaining to the primary duties of any position receiving CDBG financial assistance.
   c. Timecard reporting showing total hours per project for positions utilizing CDBG financial assistance.
   d. Update on the expenditure of funding as well as a timeline for expenditure update.
   e. Any additional funds leveraged with CDBG funding.
   f. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.

3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.

5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed $40,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
    a. Records providing a full description of each activity undertaken within the city limits of Bellevue, including compliance with standards for technical assistance in 24 CFR 570.201(p);
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
    c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
    d. Records required to document the work hours of the development specialist specifically on projects located within the city limits of Bellevue;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
    g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI), formerly known as the DUNS number, registered in the System for Award Management (SAM) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
    a. 1st Quarter: October – December,
    b. 2nd Quarter: January – March,
    c. 3rd Quarter: April – June, and
    d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description

of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

   a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
      i. $0.00 to $1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
      ii. $1,000.00-$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of $1,000 but under $10,000.
      iii. $10,000.00-$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount $10,000 but under $30,000.
      iv. $30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of $30,000 or more.

   b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

   a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

   b. Subcontracts
      i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
      ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
      iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
      iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have

a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

    a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

    b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

    c. Any expenses incurred or subcontracts executed prior to the approval of the subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

    a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

    a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable

to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
   i. A final performance report,
   ii. A final request for payment, and
   iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPEINT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.

5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

   The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such

amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

   a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

   b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

   c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry

out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that

involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

i. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.

v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.

vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is

executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.

vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section3 requirements of 24 CFR Part 75.

4. Conduct.

   a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

   b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.

      i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

      ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

      iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

7. Lobbying. The SUBRECIPIENT hereby certifies that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
    c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
    d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

8. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

9. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

10. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

11. Build America, Buy American Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends $750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a $500,000.00 limit.

2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of $1,000,000.00 limit for General Liability with a $2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

G. AGREEMENT MOTIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.

2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of $25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of $25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
    a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
    b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
    c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.

3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

   a. To GRANTEE: City Administrator
   City of Bellevue
   1500 Wall Street
   Bellevue, NE 68005

   b. To SUBRECIPIENT: President, Board of Directors
   Housing Foundation for Sarpy County
   8214 Armstrong Circle
   Bellevue, NE 68005

   c. Copy to: Finance Director
   City of Bellevue
   1500 Wall Street
   Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

Autumn Sky Burns, President
Housing Foundation for Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska

Carolyn Pospisil, Executive Director
Housing Foundation for Sarpy County

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires:_____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 3 day of April, 2025 by Autumn Sky Burns, President, Housing Foundation for Sarpy County, on behalf of the organization.

My Commission Expires:

9-29-2027

Michelle Schultz
NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
MICHELLE SCHULTZ
My Comm. Exp. Sept. 29, 2027

16f.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 5/6/2025			SUBMITTED BY: Finance/CDBG		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve the 2024 CDBG Subrecipient Agreement with Bellevue Economic Enhancement Foundation for the Chamber Small Business Assistance program in an amount not to exceed $50,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2024 Action Plan approved by the City Council on August 6, 2024, the Bellevue Economic Enhancement Foundation (BEEF) was approved for funding in an amount not to exceed $50,000.00 for the Chamber Small Business Assistance program which will provide funding to set up an assistance fund to help small businesses with resources to make improvements and expand employment opportunities. BEEF has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT:: $50,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Bellevue Economic Enhancement Foundation INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2024 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 05/06/2025 CONTRACT TERM: 1 year CONTRACT END DATE: 05/05/2026

PROJECT NAME: Chamber Small Business Assistance

START DATE: 05/06/2025 END DATE: 05/05/2026 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192506 ACCOUNT NUMBER: 60/1903/192506/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Bellevue Economic Enhancement Foundation.

ATTACHMENTS:

1. 2024 CDBG Subrecipient Agreement
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE ECONOMIC ENHANCEMENT FOUNDATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-24-MC-31-0003

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 20__, by and between the subrecipient BELLEVUE ECONOMIC ENHANCEMENT FOUNDATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-24-MC-31-0003 HUD contract in the amount of $50,000.00 for the Bellevue Chamber Small Business Assistance; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $50,000.00 from the B-24-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing assistance to help small businesses with resources to make improvements and expand employment opportunities which is eligible under 24 CFR 570.203(2) Economic Development Direct Assistance. Such program will include the following activities eligible under the CDBG program:

    a. Program Delivery. Funding will be provided for the small business assistance program including, but not limited to, resources for facility improvements to increase customer base and expand employment positions as outlined in the 2024 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
        i. Develop and provided program, guidelines, application documents, eligibility requirements, and procedures for the program to the GRANTEE.
        ii. Provided documentation of in-kind funding leveraged with CDBG funding.
        iii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
        iv. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 3 business located within Bellevue city limits.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by business assistance, job creation of job retention providing low- and moderate-income benefit.
   i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
   ii. Job Creation or Retention. Documentation will be required to demonstrate the jobs created were entry level positions available to low- and moderate-income persons.

2. Performance Monitoring. The SUBRECIPIENT, at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
   a. Statistical information including the number of persons and/or business, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
   b. Update on the expenditure of funding as well as a timeline for expenditure update.
   c. Any additional funds leveraged with CDBG funding.
   d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.

3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that the approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project. A desk monitoring may be conducted in lieu of an onsite monitoring visit as necessary.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.

5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed $50,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
    a. Records providing a full description of each activity undertaken, including compliance with standards for economic development assistance and job creation/retention in 24 CFR 570.203(b);
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
    c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
    g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI) registered and active in the System for Award Management (SAM.gov) through the completion of the agreement. All business selected for assistance through the small business assistance fund mut also maintain a UEI registered and active in SAM.gov. The GRANTEE must be able to verify the SUBRECIPIENT's and businesses registered UEI number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
    a. 1st Quarter: October – December,
    b. 2nd Quarter: January – March,
    c. 3rd Quarter: April – June, and
    d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description

of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

   a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
      i. $0.00 to $1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
      ii. $1,000.00-$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of $1,000 but under $10,000.
      iii. $10,000.00-$29,999.99 - Informa Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount $10,000 but under $30,000.
      iv. $30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of $30,000 or more.

   b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

   a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

   b. Subcontracts
      i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
      ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
      iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
      iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have

a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

    a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

    b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

    c. Any expenses incurred or subcontracts executed prior to the approval of the subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

    a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

    a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable

to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
   i. A final performance report,
   ii. A final request for payment, and
   iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPEINT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.

5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

   The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such

amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. SUBRECIPIENTS should refer to the Interim Guidance on Verification of Citizenship, Qualified Alien Statues and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 to determine applicant eligibility and documentation requirements to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

   a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

   b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

   c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and

providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

i. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrec pient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligat on to perform work in connection with a Section 3 project.

v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.

vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.

vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section3 requirements of 24 CFR Part 75.

4. Conduct.

   a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

   b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.

      i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

      ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

      iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

7. Lobbying. The SUBRECIPIENT hereby certifies that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
    c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
    d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

8. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

9. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

10. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

11. Build America, Buy American Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends $750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a $500,000.00 limit.

2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of $1,000,000.00 limit for General Liability with a $2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this is a burden or not applicable under specific agreements.

G. AGREEMENT MOTIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.

2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds in excess of $25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of $25,000.00.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
    a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
    b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
    c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.

3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. **NOTICES.**

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

   a. To GRANTEE: City Administrator
   City of Bellevue
   1500 Wall Street
   Bellevue, NE 68005

   b. To SUBRECIPIENT: Executive Director
   Bellevue Economic Enhancement Foundation/Bellevue Chamber of Commerce
   1036 Bruin Boulevard #119
   Bellevue, NE 68005

   c. Copy to: Finance Director
   City of Bellevue
   1500 Wall Street
   Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

John McVay, Board of Directors
Bellevue Economic Enhancement Foundation

Rich Severson, Finance Director
City of Bellevue, Nebraska

Diane Bruce, President/CEO
Bellevue Economic Enhancement Foundation

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires:_____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 28th day of April, 2025 by John McVay, President, on behalf of the organization.

My Commission Expires:

August 23, 2027

NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
SHIRLEY R. HARBIN
My Comm. Exp. August 23, 2027

16g.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 5/6/2025			SUBMITTED BY: Finance/CDBG		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Approve the 2024 CDBG Subrecipient Agreement with Habitat for Humanity of Sarpy County for the Home Repair Program in an amount not to exceed $50,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2024 Action Plan approved by the City Council on August 6, 2024, Habitat for Humanity of Sarpy County (HFH) was approved for funding in an amount not to exceed $50,000.00 for the Home Repair Program which will provide assistance to owner-occupied housing units for rehabilitation addressing critical repairs that pose a risk to the health and safety of the occupants. HFH has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT:: $50,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Habitat for Humanity of Sarpy Co INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2024 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 05/06/2025 CONTRACT TERM: 1 year CONTRACT END DATE: 05/05/2026

PROJECT NAME: HFH Home Repair Program

START DATE: 05/06/2025 END DATE: 05/05/2026 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192502 ACCOUNT NUMBER: 60/1903/192502/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Habitat for Humanity of Sarpy County.

ATTACHMENTS:

1. 2024 CDBG Subrecipient Agreement
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HABITAT FOR HUMANITY OF OMAHA
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-24-MC-31-0003

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 20__, by and between the subrecipient HABITAT FOR HUMANITY OF OMAHA hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-24-MC-31-0003 HUD contract in the amount of $50,000.00 for the Home Repair Program which will provide rehabilitation assistance for owner-occupied housing units located within the Bellevue city limits; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2024-2028 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $50,000.00 from the B-24-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing assistance for rehabilitation of owner-occupied housing units as part of the Home Repair Program which is eligible under 24 CFR 570.202(a)(1) Rehabilitation: Single-Unit Residential. Such program will include the following activities eligible under the CDBG program:

    a. Program Delivery. Funding will be provided for rehabilitation of single-family residential housing units as outlined in the 2024 CDBG application for assistance. Eligibility for the program includes households that meets program participation requirements, living within Bellevue city limits and with an income at or below 80% of the Area Median Income (AMI) for the Omaha-Council Bluffs NE-IA HUD Metro FMR Area as determined by HUD. The major tasks performed by the SUBRECIPIENT will include, but are not limited to, the following:
        i. Develop guidelines, participant eligibility requirements, application forms and review procedures for the program.
        ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
        iii. Maintain program records documenting household eligibility including race/ethnic data, income, and other characteristics to meet National Objective requirements and income benefit goals.

b. Income Benefit Goals. It is anticipated that the program will benefit four (4) low- and moderate-income households with the rehabilitation of a single-family residential unit.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income housing by benefiting low- and moderate-income households.

i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

2. Performance Monitoring. The SUBRECIPIENT, at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
   a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
   b. A full description of the activities undertaken as part of the program.
   c. Update on the expenditure of funding as well as a timeline for expenditure update.
   d. Any additional funds leveraged with CDBG funding.
   e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
   f. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.

3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that the approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project. A desk monitoring may be conducted in lieu of an onsite monitoring visit as necessary.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: radon contamination analysis, floodplain clearance, airport hazards, asbestos, lead-based paint, etc. No grant funds may be disbursed for the project until environmental clearance has been received.

5. Construction Work. The SURECIPIENT or its designee will be responsible for the construction work as specified herein and will procure the services and negotiate prices with subcontractors. As requested by the SUBRECIPIENT, the GRANTEE CDBG staff will provide technical assistance, i.e. prepare or review of the work write-up, etc. The construction work will be in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the GRANTEE.

6. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.

7. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed $50,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
    a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
    c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
    g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

_____ 3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI) registered and active in the System for Award Management (SAM.gov) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.

_____ 4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
    a. 1st Quarter: October – December,
    b. 2nd Quarter: January – March,
    c. 3rd Quarter: April – June, and
    d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

    a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
        i. $0.00 to $1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
        ii. $1,000.00-$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of $1,000 but under $10,000.
        iii. $10,000.00-$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount $10,000 but under $30,000.
        iv. $30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of $30,000 or more.

    b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

    a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

    b. Subcontracts.
        i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
        ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
        iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

c. Any expenses incurred or subcontracts executed prior to the execution of this subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements

are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
   i. A final performance report,
   ii. A final request for payment, and
   iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPEINT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.

5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. SUBRECIPIENTS should refer to the Interim Guidance on Verification of Citizenship, Qualified Alien Statues and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 to determine applicant eligibility and documentation requirements to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

   a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

   b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

   c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall

cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders,

specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

   a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

   b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

      The SUBRECIPIENT agrees that all contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

      i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Section 3 Clause.

i. This is a Section 3 covered project. Section 3 project means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.

v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has

notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.

vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.

vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section3 requirements of 24 CFR Part 75.

4. Conduct.

   a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

   b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.

      i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

      ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

      iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any

designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

7. Lobbying. The SUBRECIPIENT hereby certifies that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
    c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
    d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

8. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

9. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

10. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

11. Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends $750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a $500,000.00 limit.

2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of $1,000,000.00 limit for General Liability with a $2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this is a burden or not applicable under specific agreements.

G. AGREEMENT MOTIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.

2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures us that any real property acquired or improved with CDBG funds in excess of $25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of $25,000.

I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
    a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
    b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
    c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.

3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

   a. To GRANTEE: City Administrator
   City of Bellevue
   1500 Wall Street
   Bellevue, NE 68005

   b. To SUBRECIPIENT: President and/or Grant Specialist
   Habitat for Humanity of Omaha
   1701 North 24th Street
   Omaha, NE 68180

   c. Copy to: Finance Director
   City of Bellevue
   1500 Wall Street
   Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

Amanda Brewer
Amanda Brewer, President
Habitat for Humanity of Omaha

Rich Severson, Finance Director
City of Bellevue, Nebraska

John Haske
John Haske, Chief Development Officer
Habitat for Humanity of Omaha

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires:_____

STATE OF NEBRASKA)
): SS.
COUNTY OF DOUGLAS)

The above and foregoing instrument was acknowledged before me this 29 day of April, 2025 by Amanda Brewer, President, on behalf of the organization.

My Commission Expires:

10/30/2025

GENERAL NOTARY-State of Nebraska
SARA K ZIVNY
My Comm. Exp. Oct. 30, 2025

Sara K Zivny
NOTARY PUBLIC

16h.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May, 6 2025			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

BPW 250108 CIP25 PK25(3) Everett Park Pickleball Courts and Parking Lot professional engineering Construction Administration (CA)

SYNOPSIS/BACKGROUND:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates for Professional Engineering Services for part-time Construction Administration (CA) and Observation in the amount of $11,500.

FISCAL IMPACT:: $11,500 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HGM Associates INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: BPW 250108 PK25(3) Everett Park Pickleball Courts and Parking Lot - CA

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250108 PK25(3) Everett Park Pickleball Courts and Parking Lot - CA

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

CIP PROJECT NAME: Everett Park Pickleball Courts and Parking Lot CIP PROJECT NUMBER: PK25(3)

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

ACCOUNTING DISTRIBUTION CODE: 7040 ACCOUNT NUMBER: 10-11-7040

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and HGM Associates in the amount of $11,500 for professional Construction Administration services

ATTACHMENTS:

1. Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

hgm
ASSOCIATES INC.

April 21, 2025

John Krager, PE
City of Bellevue, Public Works Dept
1510 Wall Street
Bellevue, NE 68005Address

Subject: Everett Park Pickleball and Parking Improvements
HGM Project No. 107624
Change in Services – Amendment #2 to Agreed Cost

Dear John:

On behalf of HGM ASSOCIATES INC. (HGM), we are proposing to provide services not included in our original agreement for this project dated October 17, 2024. This letter shall serve as Amendment Number Two to the original agreement.

The services not included in the original agreement are:

Additional services for Construction Administration Services on the above-mentioned project. These services shall include:

A. A pre-construction meeting will be set up with the Bellevue staff and chosen bidder to review overall scope of project and schedule for construction.
B. At a minimum, bi-weekly construction meetings will be held to review progress and schedule. Meeting minutes will be prepared and sent out to essential individuals to provide construction updates.
C. Review shop drawings and product submittals.
D. Review and sign Contractor's Pay Applications.
E. Issue Change Orders, if necessary or authorized.
F. ETI will provide additional services as listed on the attachment. Note their fees are included within overall fee listed below.
G. A final walk through with the Owner will be performed and any Punch List items will be determined and listed for Contractor to perform prior to project closeout.
H. Close out documents will be prepared along with contractor pay application.
I. Fees are based on a 4-month construction schedule. If the construction extends past four months, additional services may occur.

HGM will provide these Additional Services on an Hourly Not to Exceed amount of $11,500.

John Krager, PE
City of Bellevue, Public Works Dept

We anticipate that we will be able to begin work on these additional services upon the Notice to Proceed Letter to the Contractor. A pre-construction meeting would soon follow the NTP.

Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.

Yours very truly,
HGM ASSOCIATES INC. - CONSULTANT

Todd Maiellaro, ASLA
Landscape Architect

Terrence L. Smith
President

Attachment: ETI Proposal dated April 1, 2025

Authorization of Additional Services:

CITY OF BELLEVUE, PUBLIC WORKS DEPT - CLIENT

_____
Authorized Signature

_____
Printed Name & Title

_____
Date

S: Blue_Team Projects\107624 Bellevue Everett Park Pickleball Courts Clerical LFA Amend Cost Ltr #2- Bellevue Pklball & Prkg Impr.docx

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

April 1, 2025

Todd Maiellaro
HGM Associates Inc.
640 Fifth Avenue
Council Bluffs, IA 51501

RE: Everett Park Pickleball Courts Lighting - Bellevue

Dear Todd,

Engineering Technologies, Inc. (the ENGINEER) proposes to render professional engineering services in connection with your Project, which is generally described as follows and hereinafter called the "Project":

1. Project

1) Electrical construction administration services for lighting for (4) new pickleball courts within Everett Park in Bellevue, NE as follows:
   a) Construction Administration:
      i) Services such as attending a pre-construction meeting, one site observation, reviewing shop drawings, answering RFIs, creating ASIs/PRs, reviewing closeouts, and a final punchlist.

The following services are not included in the basic scope of services, but can be provided as additional services:

1) Mechanical Engineering Services.
2) Technology Design Services.
3) Architectural Lighting Design Services.
4) Commissioning Services.
5) Energy Modeling Services.
6) Detailed Life Cycle Cost Analysis.

2. Basic Scope of Services

Our Basic Services will consist of Engineering work associated with the Electrical Construction Documents and construction period services, all as set forth below. You will be responsible for all services or items necessary for the Project, which are not specifically stated as part of Basic Services. We will also furnish such additional services as you may specifically request in writing.

a. One (1) trip to attend a pre-construction meeting.

b. One (1) trip to attend a construction site meeting to observe installation progress.

EngineeringTechnologiesInc
Mechanical & Electrical Building Solutions
825 M Street, Suite 200 Lincoln, NE 68508
1101 North 13th Street, Omaha, NE 68102
P 402.476.1273
P 402.330.2772
Innovative Comprehensive Proven
www.eti-engineers.com

Principals Martin D. Kasl, PE, LEED AP, Mechanical Engineer; Thomas A. Ernst, PE, Electrical Engineer; Daniel L. Thompson, PE, Mechanical Engineer; Derek R Kotschwar, PE, CxA, LEED AP, Mechanical Engineer; Justin L. Veik, PE, LEED AP, Architectural Engineer - Mechanical; Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical; Tony L. Dupsky, PE, Architectural Engineer - Mechanical
Principal Emeritus Daniel W. Schinstock, PE, Mechanical Engineer

c. When the Contractor completes all the work in accordance with the terms of the Contract, the ENGINEER shall verify that the work done and materials supplied are in general conformance with the plans and specifications, and shall recommend that final payment be issued to the Contractor.

You will be requested to furnish us with computer generated background drawings and full information as to your requirements, including any special or extraordinary considerations for the Project or special services needed, and also to make available all pertinent existing data. Energy studies, cost comparisons of different systems, or other similar studies are not included in the Basic Scope of Services.

3. Compensation for Professional Services

Our fee and subsequent billings for our Basic Services will be based on the following:

- Construction Administration: A fee based on our hourly rates, for services rendered by employees engaged directly on the Project, not to exceed $3,000.

Any additional services not described in this Agreement will be billed at our standard hourly rates and reimbursable rates in effect at time of such services (see attachment for current Standard Billing Rates).

Reimbursable expenses incurred in connection with all Basic and Additional Services will be charged based on actual costs plus 10% for copies; printing; reproductions; meals; lodging; transportation; and postage and handling (see attachment for Standard Reimbursable Expense Charges).

We will bill you monthly for Basic and Additional Services. The above financial arrangements are based on prompt payment of our bills and the orderly and continuous progress of the Project through completion.

Payments are due and payable in full thirty (30) days from the date of our invoice. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after the billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

We would expect to start our services promptly after receipt of your acceptance of this proposal and to complete our services within a mutually agreed upon time frame.

If, during the term of this Agreement, the scope of services is modified or circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the Client of the changed conditions necessitating renegotiation, and the ENGINEER and the Client shall promptly and in good faith enter into renegotiation of this Agreement.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation or schedule, taking into consideration the impact of such delay.

Upon request by the Client, the ENGINEER shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by the Client's consultants or contractors. The ENGINEER shall be compensated for these services as "Additional Services", as well as any for services required to modify and coordinate the construction documents prepared by the ENGINEER with those of the Client's consultants. The ENGINEER also

shall be entitled to adjustment(s) in schedule caused by this additional effort. Only one set of sealed construction documents shall be provided by the ENGINEER. The Client agrees that the ENGINEER shall not be responsible in any way for errors and omissions by others in incorporating the proposed recommendations into the construction documents.

4. Liability

Both parties recognize the risks, rewards, and benefits of the Project as they relate to our fee for services. The risks have been allocated such that, to the fullest extent permitted by law, our total liability for any and all injuries, claims, losses, expenses, damages, or claims expenses arising out of this agreement from any cause(s), shall not exceed the total amount of our design fees. Such causes include, but are not limited to, our negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client confirms that neither Engineering Technologies, Inc. nor any of Engineering Technologies, Inc.'s sub-consultants or sub-contractors owes a fiduciary responsibility to Client or Owner. Client also confirms that Owner has so agreed in Owner's agreement with Client.

This proposal and all attachments represent the entire understanding between you and Engineering Technologies, Inc., with respect to the Project and may only be modified in writing signed by both parties. If this proposal satisfactorily sets forth your understanding of our agreement, please sign and date the enclosed copies on the appropriate line. Return one (1) copy to this office as our notice to proceed and keep the remaining copy for your files.

Sincerely,

By: _____

Andrew P. Wiese, PE, LC
Architectural Engineer
Engineering Technologies, Inc.

Accepted by: _____

Todd Maiellaro
for HGM Associates Inc.
Date: _____

By: _____

Shane M. Hoss, PE, RCDD
Principal
Engineering Technologies, Inc.

Enclosure

Attachment

ENGINEERING TECHNOLOGIES, INC.

2025 STANDARD BILLING RATES

Staff Position	Billing Rate
Principal	$220.00
Professional Engineer	$200.00
CxA Commissioning Agent	$200.00
Engineer I / Senior Designer	$180.00
Technology Project Manager	$165.00
Engineer II	$150.00
Construction Manager	$150.00
BIM Manager	$150.00
Designer I	$150.00
Designer II	$140.00
Engineering Technician I	$130.00
Engineering Technician II	$120.00
Engineering Technician III	$110.00
Administrative Staff	$90.00

2025 REIMBURSABLE EXPENSE CHARGES

Expense	Charge
Mileage	Federal Mileage Allowance + 10%
Transportation Expense	Actual Cost + 10%
Consultants	Actual Cost
Supplies, Miscellaneous, Etc.	Actual Cost + 10%
Printing Charges	Actual Cost + 10%
Black and White Copies/Prints	$0.12/each + 10%
Color Copies/Prints	$0.59/each + 10%
Bond Paper (Plots)/Small - 24" x 36"	$3.00/sheet
Bond Paper (Plots)/Large - 30" x 42"	$4.50/sheet

EngineeringTechnologiesInc
Mechanical & Electrical Building Solutions
825 M Street, Suite 200, Lincoln, NE 68508
1101 North 13th Street, Omaha, NE 68102
P 402.476.1273
P 402.330.2772
Innovative.Comprehensive.**Proven**
www.eti engineers.com

Principals Martin D. Kasl, PE, LEED AP, Mechanical Engineer; Thomas A. Ernst, PE, Electrical Engineer; Daniel L. Thompson, PE, Mechanical Engineer; Derek R Kotschwar, PE, CxA, LEED AP, Mechanical Engineer; Justin L. Veik, PE, LEED AP, Architectural Engineer - Mechanical; Shane M. Hoss, PE, RCDD, Architectural Engineer - Electrical; Tony L. Dupsky, PE, Architectural Engineer - Mechanical
Principal Emeritus Daniel W. Schinstock, PE, Mechanical Engineer

HGM Associates Inc
LA fees

Fee Worksheet

LA Projects

Owner/Client: City of Bellevue, NE	**Principal:**
Project: Everett Park CA	**Studio Manager:**
Project No. 107624	**Project Manager:** tmm
	Date:

Discipline Categories	**Billing Rate**				**Discipline Categories**					**Billing Rate**
LA	$ 172.32									
		tmm					sheryl			
Labor Rates		$ 172.32			$ -	$ -	$ 90.08	$ -	$ -	**Labor**
Phase / Tasks	Total									**Costs**
Phase 00 - Pre-Start										
Project set-up & contract prep/review.	0		0	0	0	0	0	0	0	$ -
Subtotal - Phase 00:	0	0	0	0	0	0	0	0	0	$ -
Total - Phase 00:	**0**									**$ -**
Phase 03 - Schematic Design										
1 Prelim Design Layout	0				0	0	0			$ -
2 Prelim Grading	0		0		0	0	0			$ -
3 Public Meetings	0		0	0	0	0	0			$ -
4 Develop Costs	0			0	0	0	0			$ -
5 Review with Owner	0		0	0	0	0	0			$ -
	0		0	0	0	0	0			$ -
Subtotal - Phase 03:	0	0	0	0	0	0	0			$ -
Management Hours & Fee										
Design Contingency										
Total - Phase 03:	**0**									**$ -**
Phase 05 - Construction Documents										
1 Prepare Final (CD's)/Specs	0				0	0				$ -
2 Finalize Cost/Phasing	0		0	0	0	0	0			$ -
3 Review Contract Doc. w/Owner	0		0	0	0	0	0			$ -
4 Public Meeting	0		0	0	0	0	0			$ -
	0	0	0	0	0	0	0			$ -
Subtotal - Phase 05:	0	0	0	0	0	0	0			$ -
Management Hours & Fee	0									
Design Contingency										
Total - Phase 05:	**0**									**$ -**
Phase 06 - Bid										
1 Assist with Distribution to Bidders	0		0	0	0	0	0			$ -
2 Answer Questions & Issue Addenda	0			0	0	0				$ -
3 Assist with Bid Opening	0		0	0	0	0	0			$ -
4 Evaluate & Prepare Bid Tab./Rec.	0		0	0	0	0	0			$ -
5 Prepare Contract	0		0	0	0	0	0			$ -
	0	0	0	0	0	0				$ -
Subtotal - Phase 06:	0	0	0	0	0	0	0			$ -
Management Hours & Fee	0									
Design Contingency										
Total - Phase 06:	**0**									**$ -**
Phase 07 - Contract Administration										
1 Coord./Attend Preconstruction Conf.		4	0	0	0	0	1			$ 779.36
2 Bi-Weekly Meetings (8 meetings)		28					4			$ 5,185.28
- 4 month construction										
- 3.5 hours per meeting/drive/mtg/notes										
- 0.5 hour admin review notes										

HGM Associates Inc

LA fees

3 Special Meeting Pre-concrete pour		3.5				0.5			$	648.16
4 Special Meeting Pre-Coating mtg		3.5				0.5			$	648.16
5 Punchlist		4				0.5			$	734.32
6 Punchlist Review		2.5				0.5			$	475.84
7 Project Closeout		1.5		0	0	0	2		$	438.64
Subtotal - Phase 07:	0	47	0	0	0	0	9		$	8,909.76
Management Hours & Fee	0									
Design Contingency										
Total - Phase 07:	**0**								**$**	**8,909.76**

Total Project Budget Hours:	**0**

Fee Summary:

Professional Services:

Phase 00 - Pre-Start	$	-
Phase 03 - Schematic Design	$	-
Phase 05 - Construction Documents	$	-
Phase 06 - Bid	$	-
Phase 07 - Contract Administration	$	8,909.76
Professional Services Fee:	**$**	**8,909.76**

Miscellaneous Expenses (3% of Professional Services Fee):

Local mileage, long distance phone calls, postage, minor printing, & other minor reimbursable expenses.

Expenses:	$	-

Consultants:

Survey		
Sub Consultant (ETI)	$	3,000.00
Subtotal:	$	3,000.00
Consultants:	$	3,000.00

TOTAL:	**$**	**11,909.76**
Quoted Fee:	**$**	**11,500.00**

16i.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 6, 2025			SUBMITTED BY: Dave Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

BPW 250401 CIP ST25(9)M146(319) Assessment Management

SYNOPSIS/BACKGROUND:

City Council approve and authorize the Mayor to sign the Agreement, Sales Order - Pavement Services and Sales Order - StreetLogix Services between the City of Bellevue and Streetscan USA, Inc in the amount of $229,270.00 for professional services for the Assessment Management. The scope of services to include video assessment of the City assets within the right of way to include pavement, traffic signs, catch basins, manholes, and trees.

FISCAL IMPACT:: $229,270.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Streetscan USA Inc INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: M146(319) Assessment Management

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250401 CIP ST25(9)M146(319) Assessment Management

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

CIP PROJECT NAME: M146(319) Assessment Management CIP PROJECT NUMBER: ST25(9)

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

ACCOUNTING DISTRUBUTION CODE: 7170 ACCOUNT NUMBER: 10-15-7170

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Agreement, Sales Order - Pavement Services and Sales Order - StreetLogix Services between the City of Bellevue and Streetscan USA, Inc in the amount of $229,270.00 for professional services for the Assessment Management.

ATTACHMENTS:

1. Agreement
2. Sales Order - Pavement Services
3. Sales Order - StreetLogix Servic
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

SALES ORDER | PAVEMENT SERVICES

Sales Order Number	#N/A
Municipality	City of Bellevue
Sales Rep	Ken Peterson
Agreement for Services Date	

StreetScan

PAVEMENT MANAGEMENT				
	SERVICES INCLUDED	**CENTERLINE MILES**	**$/mi**	**TOTAL**
Pavement Management Services	ScanCar Data Collection Data Processing Data Delivery	313 mi	$180	$56,340
			GIS Fee	$1,500
Mobilization & Setup Cost			<fixed>	$8,755
TOTAL				**$66,595**
Catch Basins	Catch Basins	6,260	$2	$12,520
Manholes	Manholes	9,390	$2	$18,780
Traffic Signs	Traffic Signs	8,000	$4	$32,000
Trees	Trees	3,500	$3	$10,500
TOTAL - A LA CARTE Services				**$73,800**
TOTAL PAVEMENT SERVICES SELECTED				$140,395

PAYMENT TERMS

UPON COMPLETION OF	PROGRESS PAYMENT	OF FEES FOR	NET PAYMENT
ScanCar Data Collection	100%	Mobilization & Setup Cost	$8,755
Project Setup - GIS Setup	100%	GIS Fee	$1,500
ScanCar Data Collection	50%	Pavement Management Services	$28,170
Data Processing	40%	Pavement Management Services	$22,536
Data Delivery	10%	Pavement Management Services	$5,634
Catch Basins	100%	Catch Basins	$12,520
Manholes	100%	Manholes	$18,780
Traffic Signs	100%	Traffic Signs	$32,000
Trees	100%	Trees	$10,500
TOTAL PAVEMENT SERVICES SELECTED			$140,395

ACCEPTED FOR:
STREETSCAN USA INC

Jon-Erik Dillon, CEO

Date:

ACCEPTED BY:
City of Bellevue

Date:

2020-01-01
2025-12-31

SALES ORDER | STREETLOGIX SERVICES

Sales Order Number	#N/A
Municipality	City of Bellevue
Sales Rep	Ken Peterson
Agreement for Services Date	



STREETLOGIX				
	SERVICES INCLUDED	POPULATION		TOTAL
ESSENTIALS LICENSE	Annual Software License (3 Years)	64,000		$57,375
Implementation Services (One-Time)		<fixed>		$15,000
TOTAL				$72,375
		Years	Annual Fee	TOTAL
Data Hosting & Support	Fixed	3	$5,500	$16,500
TOTAL - A LA CARTE Services				$16,500
TOTAL STREETLOGIX SERVICES SELECTED				$88,875

PAYMENT TERMS

UPON COMPLETION OF	PROGRESS PAYMENT	OF SERVICE	PAYMENT AMOUNT
Execution of License Agreement	50%	ESSENTIALS LICENSE	$28,688
Software Implementation	50%	ESSENTIALS LICENSE	$28,688
Software Implementation	100%	Implementation Services (One-Time)	$15,000
Data Hosting & Support	100%	Data Hosting & Support	$16,500
TOTAL STREETLOGIX SERVICES SELECTED			$88,875

ACCEPTED FOR:
STREETSCAN USA INC

Jon-Erik Dillon, CEO

Date:

ACCEPTED BY:
City of Bellevue

Date:

AGREEMENT FOR SERVICES
BY AND BETWEEN

STREETSCAN USA INC.
AND

CITY OF BELLEVUE, NE

THIS AGREEMENT is made this date: _____, by and between the CITY OF BELLEVUE, NE with offices at 1500 Wall St., Bellevue, NE 68005 hereinafter called the MUNICIPALITY and STREETSCAN USA INC., with offices at 603 Salem Street, Wakefield, MA 01880, hereinafter called STREETSCAN (together the "PARTIES").

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF STREETSCAN

The MUNICIPALITY hereby engages STREETSCAN, and STREETSCAN hereby accepts the engagement to perform certain pavement inspection and management services for the MUNICIPALITY.

ARTICLE 2 - SCOPE OF SERVICES

The Scope of Services will be performed in accordance with STREETSCAN'S proposal to the MUNICIPALITY submitted the 8th day of April 2025 (herein referred to as the "PROJECT") attached hereto as Exhibit C and showing a list of purchased services in the table in section 5.1.

This AGREEMENT represents the full and complete agreement between the PARTIES. Terms and conditions may be changed, or additional terms added only by written amendment to this AGREEMENT signed by both PARTIES.

ARTICLE 3 - RESPONSIBILITIES OF THE MUNICIPALITY

The MUNICIPALITY, without cost to STREETSCAN, shall do the following in a timely manner so as not to delay the services of STREETSCAN:

3.1 Designate in writing a person to act as the MUNICIPALITY's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret, and define the MUNICIPALITY's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.

3.2 The MUNICIPALITY's representative will coordinate with officials and other MUNICIPALITY employees who have knowledge of pertinent conditions and will confer with STREETSCAN regarding both general and special considerations relating to the PROJECT.

3.3 Assist STREETSCAN by placing at STREETSCAN'S disposal all available information pertinent to the PROJECT or requested by STREETSCAN including previous reports and other historical data relative to design or construction of the roadways in the MUNICIPALITY.

3.4 Arrange for access to and make all provisions for STREETSCAN to enter upon public and private lands as required for STREETSCAN to perform its work under this AGREEMENT. If the selected service contains sidewalks the MUNICIPALITY is responsible for clear access. Objects such as debris, trash, trash cans, etc. have to be removed for clear access as it will affect the quality of the service.

3.5 STREETSCAN shall coordinate with Sarpy County GIS for all needed topographic, property, boundary and right-of-way maps, files, and data. STREETSCAN shall provide all file data to the MUNICIPALITY and Sarpy County GIS in a format acceptable by Sarpy County GIS.

We require a target road GIS layer with segmentation, either from the client or from the State DOT. If neither is available, we can create it from a list of target roads from intersection to intersection or as otherwise directed, charging STREETSCAN's standard engineering billing rates attached hereto as Exhibit A. If MUNICIPALITY requests a different segmentation after the processing has begun, results will be delayed, and STREETSCAN will charge engineering rate for implementing the segmentation change.

STREETSCAN will use MUNICIPALITY's pavement maintenance methods and pricing for the pavement maintenance plan, if it is provided by the end of the data collection. Otherwise we'll use our default pavement maintenance methods and pricing. Subsequent changes are billed at STREETSCAN's standard engineering billing rates.

3.6 Cooperate with and assist STREETSCAN in all additional work that is mutually agreed upon.

3.7 Pay STREETSCAN for work performed in accordance with the terms specified herein.

ARTICLE 4 - TIME OF PROJECT

STREETSCAN will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the MUNICIPALITY. STREETSCAN agrees to provide services described herein in a timely manner. The PARTIES recognize that the services being provided by STREETSCAN are subject to impact by weather, labor, fire, construction, and technological issues that may cause delays during the pavement inspection period. STREETSCAN agrees to use its best efforts to avoid delays.

ARTICLE 5 - PAYMENTS TO STREETSCAN

5.1 Fees. For services performed under this AGREEMENT, the MUNICIPALITY agrees to pay STREETSCAN the total amount set forth in the Sales Order attached hereto as Exhibit

B, subject to the revisions directed by paragraph 5.2, based on those services selected by the MUNICIPALITY as set forth in the Sales Order after review of the proposal.

5.2 Reconciliation. The parties hereby acknowledge that the total amount set forth in Exhibit B may be subject to adjustment based on the actual quantities surveyed, which will not be known until STREETSCAN'S field work is complete. MUNICIPALITY agrees to pay for all services set forth in Exhibit B based on the actual quantities surveyed, whether more or less than set forth above or estimated in the proposal. Prior to MUNICIPALITY agreeing to any additional quantities noted in Exhibit C, 7. Pricing Overview, STREETSCAN shall provide a Work Change Directive noting the changes, estimated quantity, unit cost and total. Work changes completed by STREETSCAN prior to the approval of the MUNICIPALITY shall be at STREETSCAN expense.

5.3 Monthly Payment. Fees for this PROJECT shall be billed monthly as they accrue based upon the services performed or other agreed upon milestones. The MUNICIPALITY agrees to make payment to STREETSCAN upon receipt of the monthly invoice.

5.5 Remedies. If the MUNICIPALITY fails to make any payment due STREETSCAN for services and expenses within thirty (30) days after receipt of STREETSCAN's statement therefor, STREETSCAN may, after giving seven (7) days' written notice to the MUNICIPALITY, suspend services under this AGREEMENT. Unless payment is received by STREETSCAN within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, STREETSCAN shall have no liability to the MUNICIPALITY for delay or damage caused the MUNICIPALITY because of such suspension of services.

5.6 Costs of Collection. The MUNICIPALITY agrees to pay all collection related costs that STREETSCAN incurs enforcing the terms of this AGREEMENT, including attorney's fees.

ARTICLE 6 - GENERAL PROVISIONS

6.1 Standard of Care

The services provided by STREETSCAN shall be performed in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by similar professionals performing similar services under the same or similar circumstances and conditions. STREETSCAN makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

6.2 Risk Allocation/Limitation of Liability

6.2.1 STREETSCAN is not responsible for any delay, disruption or liabilities caused by the failure or the inability of any state, federal, local, or other authority to review or take other appropriate action on a timely basis with respect to services performed by STREETSCAN under this AGREEMENT.

6.2.2 STREETSCAN shall indemnify and hold harmless MUNICIPALITY, its officers, and employees from liability against any and all claims, demands, suits, actions, or proceedings of any kind or nature resulting from or arising out of the negligent acts of STREETSCAN, its employees, agents or subcontractors. STREETSCAN shall indemnify and hold harmless MUNICIPALITY, its officers and employees from liability against any and all claims, demands, suits, actions, or proceedings of any kind or nature resulting from or arising out of the intentional misconduct or malicious acts of STREETSCAN, its employees, agents or subcontractors.

6.3 Reserved.

6.4 Governing Law

This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of Nebraska, without regard to choice of law principles. The PARTIES agree any and all claims asserted by or against the MUNICIPALITY arising under this AGREEMENT or related thereto shall be heard and determined in a court of competent jurisdiction located in the State of Nebraska.

6.5 Comprehensive General Liability Insurance

STREETSCAN shall secure and maintain, for the duration of this PROJECT, the following Comprehensive General Liability Insurance policy or policies at no cost to the MUNICIPALITY.

With respect to the operations STREETSCAN performs STREETSCAN shall carry:

Comprehensive General Liability Insurance providing a combined single limit of One Million Dollars ($1,000,000) for bodily injuries, death, and property damage to others with a Two Million Dollars ($2,000,000) General Aggregate.

6.6 Automobile Liability Insurance

STREETSCAN shall secure and maintain for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by STREETSCAN in connection with this AGREEMENT, in the following amount:

6.6.1 Not less than Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and

6.6.2 Not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.7 Workers Compensation Insurance Coverage

6.7.1 STREETSCAN shall maintain statutory Worker's Compensation insurance coverage for all of it employees at the PROJECT as required by the Commonwealth of Massachusetts.

6.7.2 If the MUNICIPALITY is located outside of the Commonwealth of Massachusetts, STREETSCAN agrees to obtain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT, if any, as required by the laws of the state where the work is performed.

6.8 Non-Discrimination In Employment – STREETSCAN

STREETSCAN agrees and certifies that in providing the services described herein, it shall not discriminate against any employee or applicant because of race, color, religion, age, sex, sexual orientation, or national origin. STREETSCAN further agrees to be bound by and abide by any and all applicable governmental regulations pertaining to non-discrimination.

6.9 Precedence

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding STREETSCAN'S services.

6.10 Severability

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect ,and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

6.11 Survival

ARTICLE 6 shall survive the completion of services under this AGREEMENT and the termination of this AGREEMENT for any cause.

6.12 Force Majeure

Neither MUNICIPALITY nor STREETSCAN shall be considered in default in the performance of its obligations hereunder if such obligations were prevented or delayed by any cause beyond the reasonable control of the party which include, but are not limited to acts of God, labor disputes, or civil unrest.

The party affected by force majeure shall inform the other parties in writing regarding the particulars of the event of force majeure, and shall, within fifteen (15) days from the occurrence of such event, provide a report to the other parties explaining the reason for which the obligations cannot be performed in whole or in part and delayed performance is necessary and the proposed remedy.

ARTICLE 7 - TERMINATION

7.1 Subject to the terms set forth in Article 5.5 above, the obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 If the PROJECT is suspended or abandoned in whole or in part for more than three months, STREETSCAN shall be compensated for all services performed prior to receipt of written notice from the MUNICIPALITY of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Paragraph 7.3. If the PROJECT is resumed after being suspended for more than three months, the PARTIES agree that STREETSCAN'S compensation shall be adjusted to the market rates for the services selected by the MUNICIPALITY at the time the PROJECT is resumed.

7.3 In the event of termination by the MUNICIPALITY under Paragraph 7.1 upon the completion of any phase of the PROJECT, progress payments due STREETSCAN for services rendered through such phase constitute payment for such services. In the event of any such termination, STREETSCAN will be paid for all unpaid services and unpaid other direct costs, plus all Termination Expenses. Termination Expenses means additional other direct costs directly attributable to termination, which, if termination is at the MUNICIPALITY'S convenience, shall include an amount computed as 10 percent of total compensation for the PROJECT earned by STREETSCAN to the date of termination.

ARTICLE 8 - OWNERSHIP AND USE OF DOCUMENTS

8.1 MUNICIPALITY shall retain ownership of all processed work product including, but not limited to, field data, analyses, calculations, notes and other records relating to the project prepared by STREETSCAN.

8.2 Following delivery of final results, MUNICIPALITY will be able to access all results for a period of Three years from the date of delivery. MUNICIPALITY will be able to export the data at any time. STREETSCAN agrees to maintain the MUNICIPALITY'S web-based Streetlogix portal for their access and will maintain a backup version of the data onsite and through cloud-based services. MUNICIPALITY'S initial license for this access is active for 3 years and sold with the initial proposal.

8.3 At the conclusion of the three-year period referenced in 8.2, MUNICIPALITY has the option to renew its access subscription on an annual basis. Renewals are good for one (1) year and must be paid in a one-time payment made at the beginning of the renewal term. STREETSCAN reserves the right to withhold access pending receipt of the renewal

payment. Renewal pricing is based on the surveyed lane miles and is subject to adjustment for inflation based on the most recent annual Consumer Price Index for All Urban Consumers (CPI-U) in the Bellevue, NE area. Any and all renewals will be handled by the execution of an additional subscription agreement. The renewal period will not begin until payment is received by STREETSCAN. Renewals may be made as long as the MUNICIPALITY desires access to the data. Non-payment of the renewal notice, once the renewal has begun, will lead to removal of the web-based portal from STREETSCAN'S server and termination of MUNICIPALITY'S access to their data.

ARTICLE 9 – CONFIDENTIALITY

MUNICIPALITY agrees not to disclose any of STREETSCAN'S confidential or proprietary information to any person unless requested in writing from STREETSCAN and approved in writing by STREETSCAN, and agrees to bind its employees, officers, and agents to this same obligation. This Article 9 shall not apply to any disclosure or release of information pursuant to Nebraska's public record statutes.

ARTICLE 10 – SOLE REMEDY

Notwithstanding anything to the contrary contained herein, MUNICIPALITY and STREETSCAN agree that their sole and exclusive claim, demand, suit, judgment, or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, directors, officers, or employees.

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

ACCEPTED FOR STREETSCAN USA INC.	CITY OF BELLEVUE, NE
By: _____	By: _____
_____	_____
_____	_____
_____	_____

EXHIBIT A

TITLE	RATES
Senior Leadership	$300.00
Project Sponsor	$250.00
Project Manager	$250.00
Senior Engineering Manager	$250.00
Data Collection - Team Leader	$150.00
Data Processing - Team Leader	$150.00
GIS Services - Team Leader	$150.00
Quality Control - Team Leader	$150.00
Quality Control Technician	$110.00
Senior Field Technician	$95.00

StreetScan

streetlogix



Pavement and Assessment Proposal Bellevue, NE as EXHIBIT C

April 8, 2025

Proposal for The City of Bellevue, NE

Prepared for:

John Krager

City Engineer

City of Bellevue, NE

1510 Wall Street

Bellevue, NE 68005

402-293-3144

Prepared by:

StreetScan USA Inc.

605 Salem Street

Wakefield, MA 01880

617.399.8236

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April 8th, 2024

John Krager, City Engineer
City of Bellevue, NE
1510 Wall Street
Bellevue, NE 68005

Thank you for your interest in StreetScan. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network utilizing comprehensive and repeatable data, collected via vehicles equipped with imaging systems allows your staff to optimally allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing StreetScan's advanced mobile sensing vehicles and Streetlogix cloud-based asset management software.

Our service offering includes:

- Data Collection: automated vehicle survey of paved CL miles.
- Data Processing of Right-of-Way transportation infrastructure condition.
- Data Visualization: pavement monitoring system including StreetScan's Pavement Rating (PCI).
- Pavement Management Planning: maintenance and budget options, suggestions and scenarios; via our optional cloud-based software Streetlogix.

Also available (see Appendices for more details):

- 360° Imagery Viewer
- Optional asset extractions including pavement markings, traffic signs, sidewalks, curbs, trees, etc.

On behalf of the team at StreetScan, we are pleased to submit this proposal for your review. We strive to be as accurate as possible in our initial projections and cost estimates and look forward to meeting with you soon to discuss any questions you may have.

Yours truly,

Ken Peterson
Senior Account Manager

1. ABOUT US

At StreetScan/Streetlogix, we come to work each day because we want to solve our clients' biggest problems when it comes to managing their street assets. We have a Smart City Service Offering that provides clients with an intelligent, objective, and affordable way to manage those assets.

Throughout the history of business, people have used data to make more informed decisions. Streetlogix enables exactly this for our municipal clients.

Municipalities no longer must spend months working within complicated excel spreadsheets. Now, they can leverage the power of AI to improve their decision-making abilities with a few clicks of the mouse.

StreetScan made a name for itself when it received an $18 Million dollar U.S. federal grant to develop a new sensing and analytics platform to monitor roads. At the time, this was a 5-year Research project overseen by Northeastern University. Throughout this five-year process, the group worked with numerous Boston area municipalities in perfecting the service offering. In 2015, StreetScan spun out of Northeastern and since then has been offered commercially across the U.S. & Canada.

The StreetScan Smart City Service Offering combines critical transportation infrastructure assessments with the leading industry pavement and asset management platform, saving our clients time and money. Our data collection vehicles, ScanCars and E-scooters, enable municipalities to extract and monitor critical assets such as sidewalks, streets, traffic signage, pavement markings, and other transportation infrastructure assets.

The robust and highly customizable, AI and web-based GIS asset management platform, Streetlogix, has changed the landscape in the industry. Municipalities can now optimize their budget within a user-friendly GIS environment. The system provides objective information on the current state of their infrastructure and makes maintenance and repair recommendations, including prioritization of sidewalk projects. Using unparalleled data visualization and budget optimization tools, our clients have created defensible data-driven Capital Improvement Plans while successfully justifying their budgeting requests. Plus, our Work Order Module has helped municipalities go from inefficient in-house emailing systems and spreadsheets to an easy-to-use platform that allows users to effectively schedule, track, and manage all work orders at the office and in the field.

StreetScan has grown to service nearly 300 customers throughout the U.S. and Canada. To date, we have assessed approximately 48,500 centerline miles of road, 9,750 miles of sidewalk, and 55,000 ramps. With a team of 50+ professionals stationed throughout two countries, we continue to expand and grow, bringing on new municipal customers all over North America.

As our customers' needs evolve, so do our services and resources. StreetScan will change how you maintain your infrastructure assets – for the better and for the future.

2. OUR TEAM



Ken Peterson – Senior Account Manager – Ken is an experienced Sales Professional with 25 years of sales and sales management under his belt. He's been working with Municipalities in the Midwest US for the last seven years in the areas of Enterprise Asset Management and Citizens Engagement software. Ken is a graduate of the University of Nebraska at Omaha and resides in Nebraska.



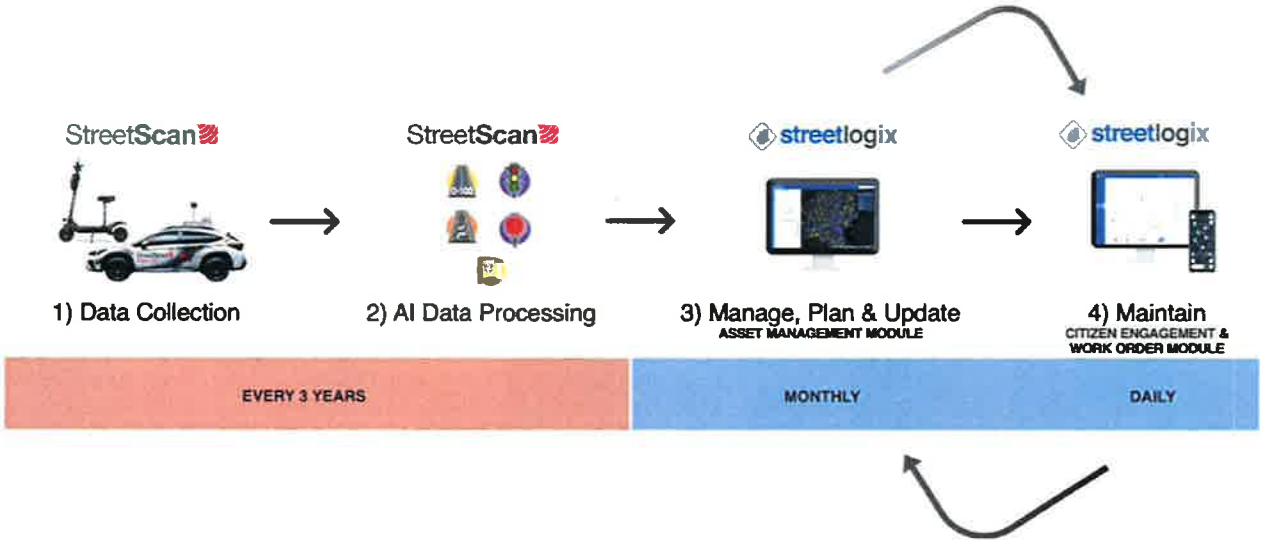
Ahmad Hassan – Director of Operations – At StreetScan, Ahmad is responsible for overseeing our North American operations and ensuring our customers' needs are met. Ahmad graduated from The Lebanese American University with an MBA in Business Management as well as a BS in Computer Science and gathered over 20 years of experience in the world of IT, most of which was in the GIS field. He co-founded Orion Middle East, a leader in the GIS mapping industry working throughout the Middle East region and consulted for several IT and GIS projects. Prior to joining StreetScan, Ahmad created iCare, a management system designed for schools and daycares currently in use in 15 countries around the world.



Chris Hahn – Director of Customer Success – Chris works closely with our customers throughout their implementation of Streetlogix and on-going customer care, helping to ensure that clients reach their goals for integrating asset management technologies to enhance their operations. Chris brings over 16 years of progressive experience in the software industry, most recently focusing on municipal enterprise level software solutions. Chris is primarily responsible for streamlining business operations, using his vast experience to ensure that consistent delivery and client satisfaction are the cornerstones of our customer's experience. Using his business analyst background, Chris is well positioned to understand customers' needs and goals to help tailor solutions that optimize their operations and workflows.

3. THE STREETSCAN/STREETLOGIX SYSTEM

StreetScan's vehicle-based data collection and cloud-based asset and work order management platform optimize your road budget and provide user-friendly analytics about the status of your street assets.



Data Collection/Processing

StreetScan's vehicles equipped with imaging systems detect pavement & sidewalk surface distresses without interrupting traffic flow.

Optimized algorithms evaluate and prioritize repairs of assets, including pavement, sidewalks, traffic signs, and more.

See Annex for more details on Data Collection.

Data Management

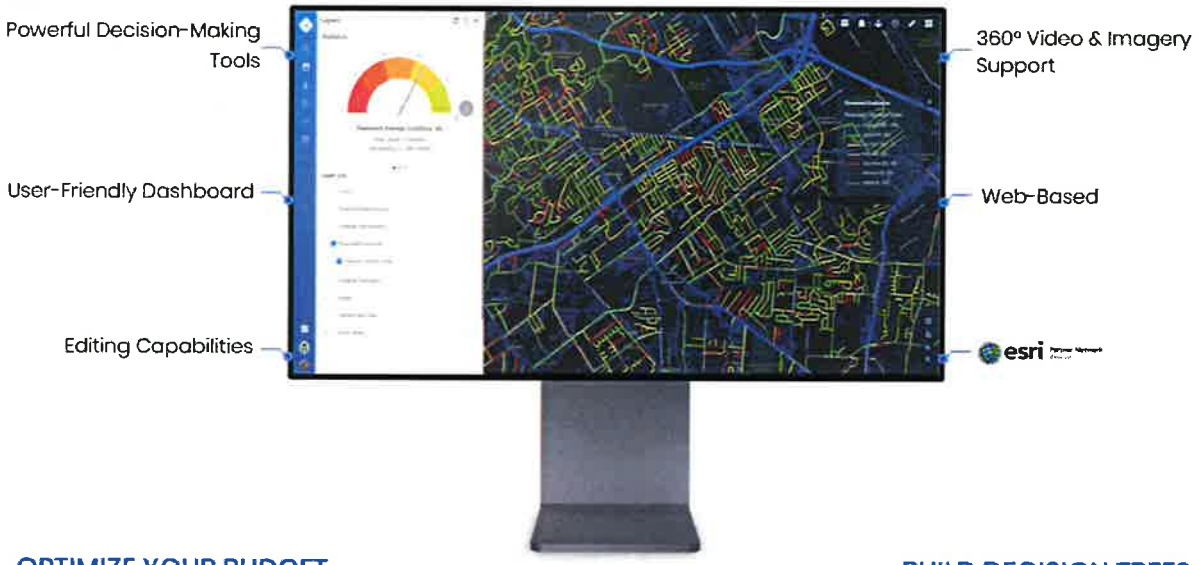
Collected data goes into Streetlogix, our unique **cloud-based software,** allowing municipalities to visualize and manage road assets to schedule maintenance within a user-friendly GIS environment.

Our Work Order module, with its easy-to-use interface, allows municipalities to schedule, track and manage work orders, both in the office and in the field.

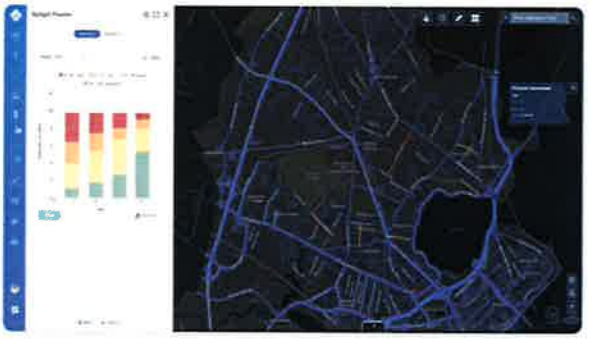
4. ASSET MANAGEMENT SOFTWARE

Streetlogix's **Asset/Pavement Management Module** is a cloud-based mapping, analysis, and decision-making tool for the public sector. Use it to create maps, analyze data and plan road repairs, sidewalk projects, traffic signs and right-of-way budgeting decisions. Your data and maps are stored in a secure and private infrastructure and can be configured to meet your mapping and IT requirements.

Asset Management Key Features:



OPTIMIZE YOUR BUDGET



BUILD DECISION TREES





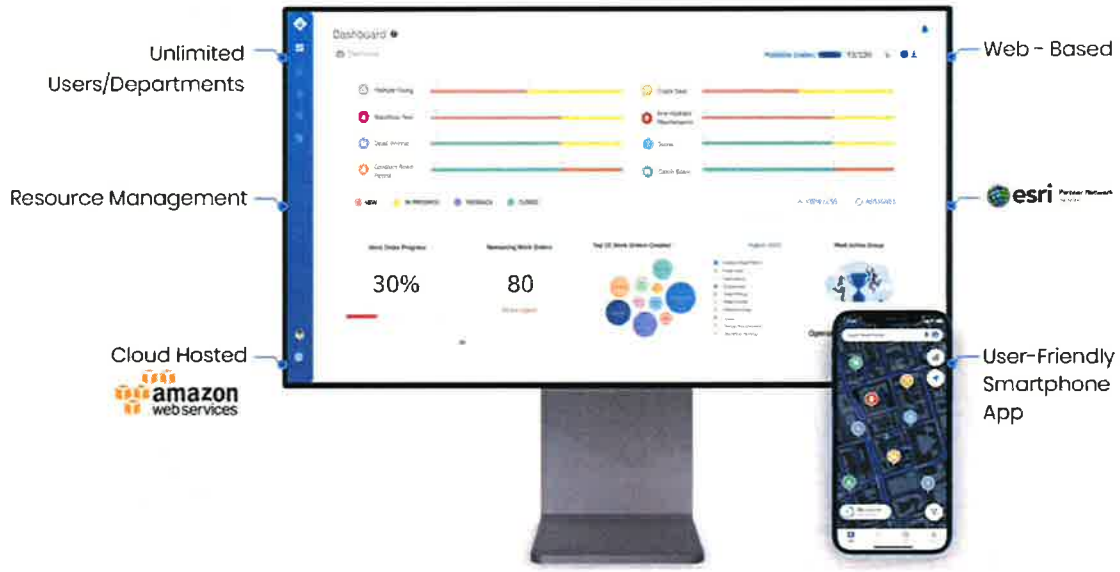
SOFTWARE INTEGRATION

Streetlogix uses a RESTful API to integrate with your other asset management, accounting, or financial systems and ensures a seamless information flow between different systems.

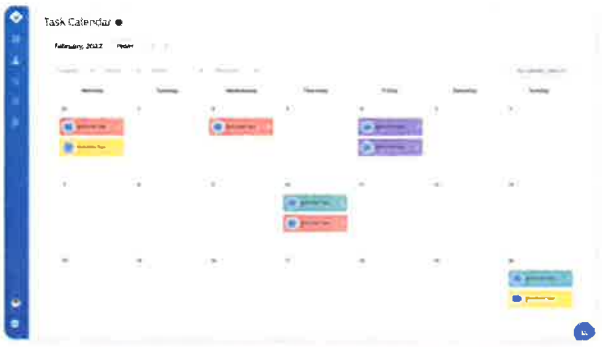
5. WORK ORDER MANAGEMENT SYSTEM

Streetlogix's **Work Order Management System** brings greater organization, efficiency, and accountability to your task management planning, allowing you to effectively schedule, track and manage all work orders, as well as monitor work order performance metrics in a centralized dashboard. Plus, you can track and complete work orders in the field using our app on your mobile device.

Work Order Key Features:



TASK CALENDAR

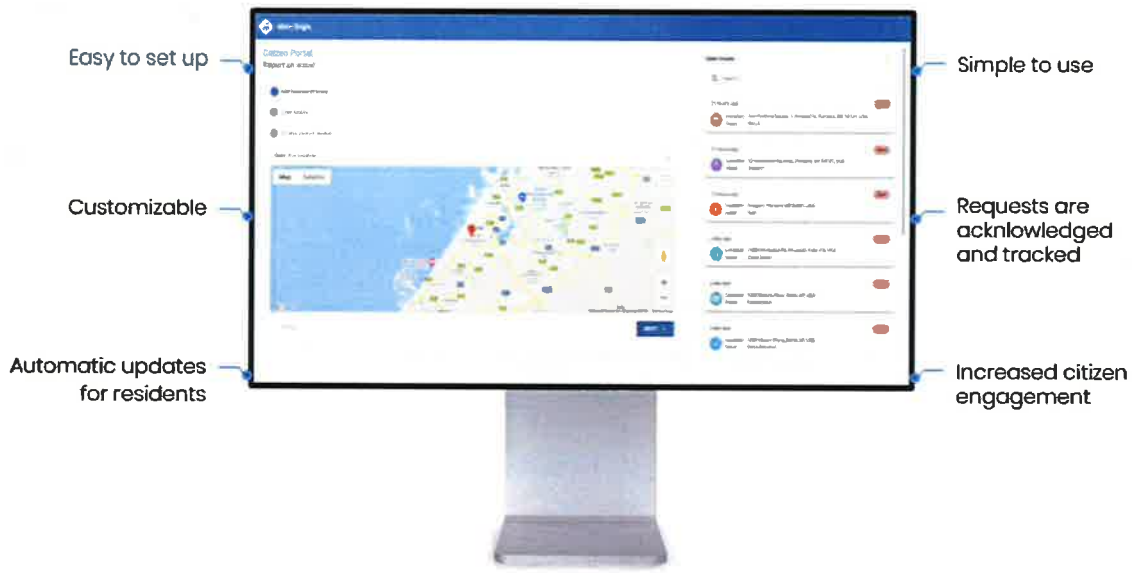


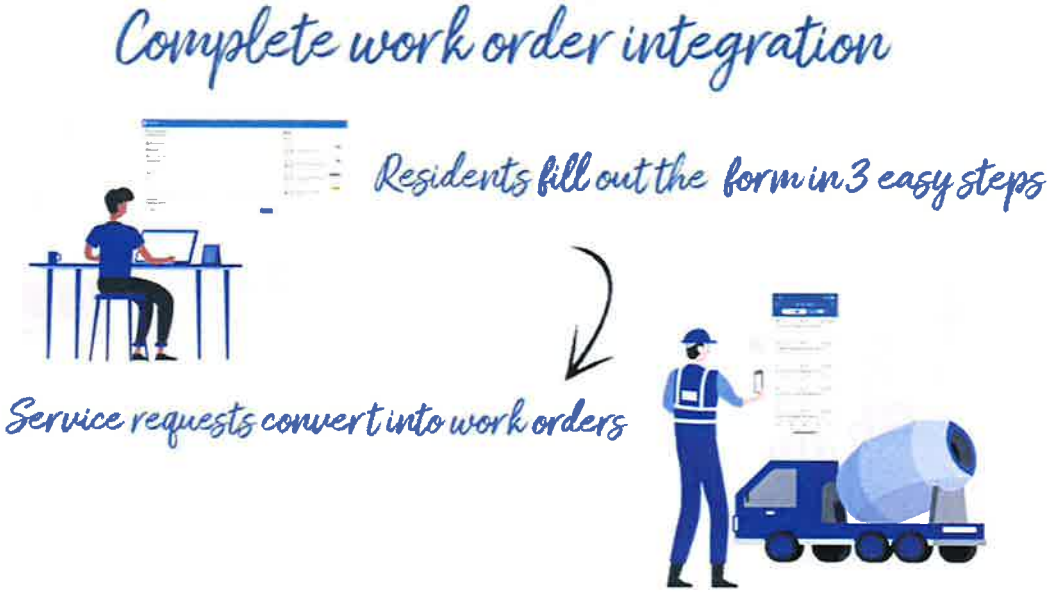
MOBILE APPLICATION



6. CITIZEN ENGAGEMENT APP

Streetlogix's **Citizen Engagement App** empowers your residents to submit service requests while enabling you to easily monitor the submissions. Our 311 application ensures your residents that each request is heard, acknowledged, and tracked. It is simple to use, easy to set up, and allows automatic updates for residents on efforts to keep their community functioning. Streetlogix Citizen Engagement app helps you build a collaborative, transparent and stronger community.





7. PRICING OVERVIEW

7.1 DATA COLLECTION (STREETSCAN)

PAVEMENT MANAGEMENT				
	SERVICES INCLUDED	**CENTERLINE MILES**	**$/CL**	**TOTAL**
StreetScan	ScanCar Data Collection	313 mi	$160	$50,080
	Data Processing			
	Pavement Project Management		$20	$6,260
	GIS Coordination Fee - Fixed			$1,500
Mobilization and Setup Cost				$8,755
TOTAL				$66,595

ADA RAMP MANAGEMENT				
	SERVICES INCLUDED	**RAMPS**	**$/RAMP**	**TOTAL**
StreetScan	ADA Ramp Data Collection	*8,310	$18	$149,580
*estimated ramp count based on 554 Sidewalk miles				
Mobilization and Setup Cost				$19,000
TOTAL				$168,580

7.2 SOFTWARE (STREETLOGIX)

STREETLOGIX ESSENTIALS SOFTWARE					
streetlogix Essentials	**POPULATION**	**ANNUAL LICENSE**	**ANNUAL DATA**	**IMPLEMENTATION FEE**	**TOTALS**
Essentials License (Asset Mgmt. + Work Order)	64,000	$19,125	$5,500	$15,000	$39,625
360° IMAGERY VIEWER		$2,500	$1,000	NA	$3,500
15 USERS					

Essentials License for 3 Core Assets: Streets, Sidewalks, and Signs

Prices quoted good for 60 days

7.3 OPTIONAL SERVICES AND ASSETS

One of our unique advantages is the ability for our clients to extract, assess and obtain actionable data from other Municipal assets utilizing the same data collected for the Pavement Management Survey. Below is a list of additional assets we can process from the collected data. This is set up as an a-la-carte menu so you can pick and choose the assets to meet your asset management needs.

PRODUCT	ASSETS	UNIT	QTY (EST.)	PRICE ($/UNIT)	PRICE
Assets Extracted from Imagery & Additional Field Measurements					
Catch Basins	Location	Catch basins	6,260	$2	$12,520
Manholes	Location	Manholes	9,390	$2	$18,780
Traffic Signs	All Signs + 4 Attributes	Sign	8,000	$4	$32,000
Pavement Markings	All Markings + 3 Attributes	CL-M	313	$65	$20,345
Trees	Trees – Curb to Sidewalk	Trees	3,500	$3	$10,500
Roads GIS Database	Road Inventory	CL-M	313	$30	$9,390
Sidewalk GIS Database	Sidewalk Inventory	CL-M	313	$50	$15,650
Curb GIS Database	Curb Inventory	CL-M	313	$50	$15,650
Other Right of Way Assets	Inquire with our Team for: Traffic Signals, Fire Hydrants, Street Lights etc.				

- All assets will be uploaded as individual GIS layers within Streetlogix
- Catch Basins are estimated at CL-M multiplied by 20
- Manholes are estimated at CL-M multiplied by 30
- All quantities are estimated. Final billing is based on actual quantities collected.

8. TOTALSTREETS

It's a struggle to keep up with maintenance & repairs when upfront costs are prohibitive and often leave you with short-term fixes rather than a long-term strategy. With **TotalStreets**, your community can now benefit from a cost-effective, end-to-end pavement management solution while spreading the cost in equal payments over three years.

How much does it cost?

SERVICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
StreetScan	$66,595			$66,595
streetlogix	$39,625	$24,625	$24,625	$88,875
360 Imagery Viewer	$3,500	$3,500	$3,500	$10,500
Total Cost	**$109,720**	**$28,125**	**$28,125**	**$165,970**
With Subscription:				
TotalStreets Solution	**$55,324**	**$55,323**	**$55,323**	**$165,970**

***Services for this package include; Pavement Management, 360 Imagery Viewer, Streetlogix Essentials**

**Other StreetScan and Streetlogix assets and modules can be added upon request. Contact us for information and pricing.*

What's included?

1. Data Collected every 3 Years*





2. PCI Score



3. 360 HD Imagery



4. Maintenance & Repair Strategies



5. Asset Management Software Data Hosting, Support, Advanced Analytics (3 years)

APPENDIX A – SCOPE OF WORK AND DELIVERABLES

ROAD AND SIDEWALK ASSESSMENT SERVICE

StreetScan offers a technology-based Pavement Management approach for continuous health monitoring of your road network. Combining years of R&D at Northeastern University, StreetScan's vehicles and cloud-based software, Streetlogix, save you time and make your repair dollars go further. We have developed a four-step process to effectively Scan, Process and Manage your road data.

STEP 1: DATA COLLECTION

Roads

Vehicle Deployed: ScanCar



StreetScan collects LiDAR/imagery data and utilizes 360° imaging technology to measure road defects, such as cracking, bumps, and potholes. The 360° imaging camera provides a 10' of lateral road coverage and seamless road scanning in the direction of travel at speeds up to 65 mph., supplying imagery of the road surface and Right-of-Way assets. An Inertial Measurement Unit (IMU) enabled GNSS position system provides position location, even in the event of intermittent GPS satellite coverage.

Data collected is processed to assign an overall condition rating for each road (PCI). The rating ranges from 0-100, where 0 is the worst possible road and 100 is the best.

Sidewalks

Vehicle Deployed: E-Scooter



StreetScan has developed a scooter-based approach which captures all the necessary distresses. StreetScan utilizes high resolution 2D imaging technology to collect sidewalk video, and identify distresses such as cracks, surface distortions, general uplifts, and tree uplifts. A mobile phone and high-grade GPS device are used for controlling data collection.

Data collected is processed to assign an overall condition rating for each sidewalk. The rating ranges from 0-100, where 0 is the worst possible sidewalk and 100 is the best.

STEP 2: DATA EXTRACTION

Roads

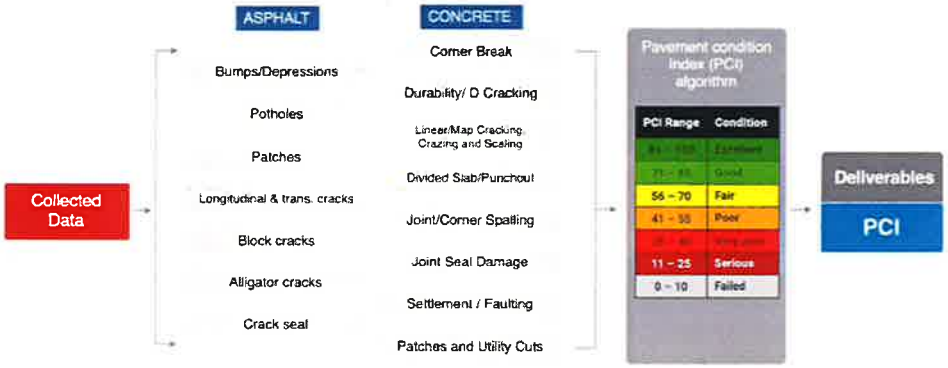
The collected data (TBs/day) is uploaded to the StreetScan server, where automated software processes the raw sensor data. Using advanced processing algorithms, the sensors' raw data is converted into meaningful parameters representing different aspects of pavement condition. Several of our key indicators are fused to determine the **StreetScan Pavement Condition Index (PCI)** for each road segment. StreetScan's GIS specialists segment the pavement evaluation data based of our clients historical street segmentation or from intersection to intersection in the absence of that data.

Sidewalks

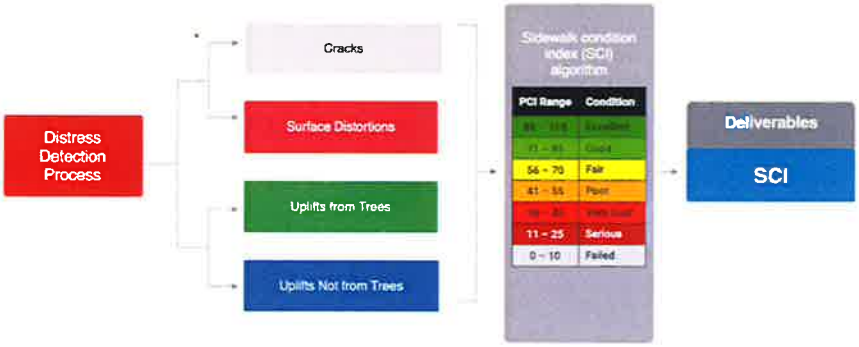
Data collected from the E-Scooter system is processed to identify the following for each sidewalk: material, quantity, location, and severity of distresses such as cracks, surface distortions, general uplifts, and tree uplifts. The distress information for each sidewalk is input to StreetScan's proprietary algorithm to calculate the sidewalk's condition rating.

StreetScan's basic approach uses a weighted failures scheme per linear distance for a given sidewalk segment. Individual failure or feature types are given various weightings depending on their contribution to perceived sidewalk condition. As an example, an uplift is considered to have more impact to the sidewalk quality than grass, so it is given a greater weighting in the rating formula.

Roads Algorithm



Sidewalk Algorithm



STEP 3: DATA VISUALIZATION AND ANALYTICS

Roads

Municipal staff will be given access to Streetlogix, our GIS web-based application, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

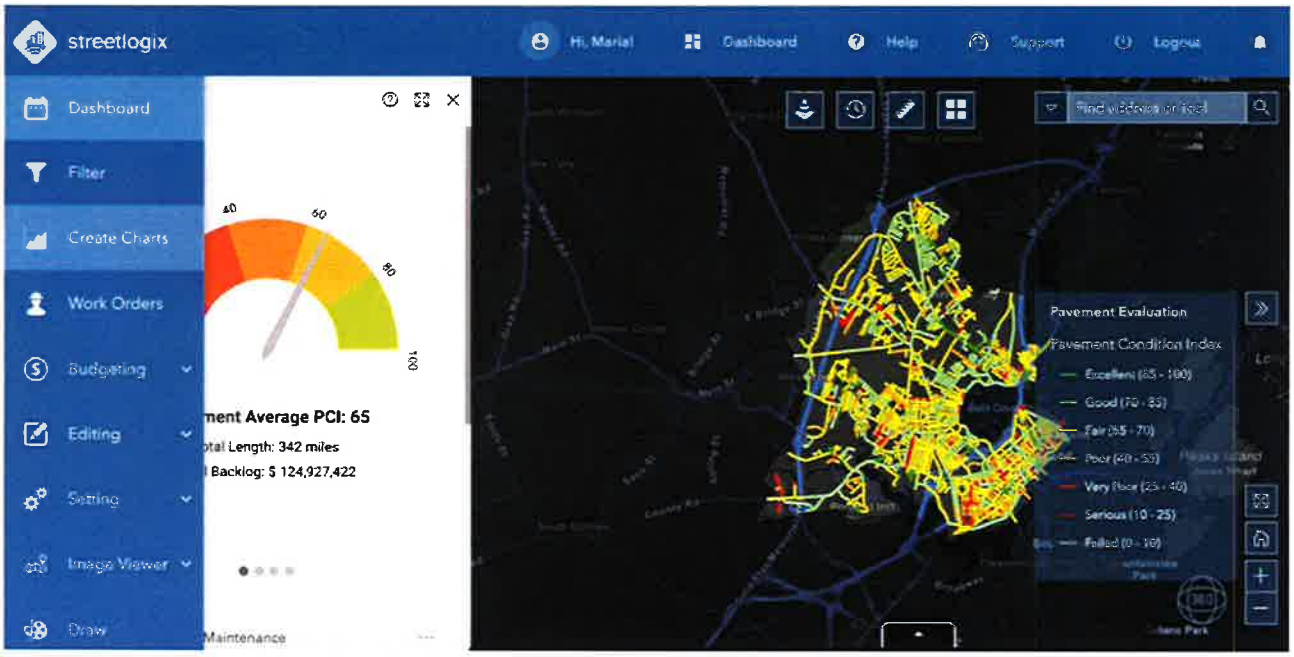
This provides staff an easy-to-use tool to quickly review PCI results, distress data and 360° images along with pavement history and other data that the municipality wants to be integrated. All data is hosted in the cloud, allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution concerning asset management. Streetlogix provides powerful data visualization and management tools including 360° viewer and extensive charts and dashboards (example below).

Sidewalks

Municipalities are given access to our GIS web-based application, Streetlogix, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides clients an easy-to-use tool to quickly review sidewalk condition results, distresses, and sidewalk images. All data is hosted in the cloud allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution. Streetlogix provides powerful data visualization and management tools including 360 viewer and extensive charts and dashboards (example below).

Portal view: Overall stats and available layers



STEP 4: MAINTENANCE PLANNING

Roads

Once the inventory condition database and GIS web-app have been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of

Sidewalks

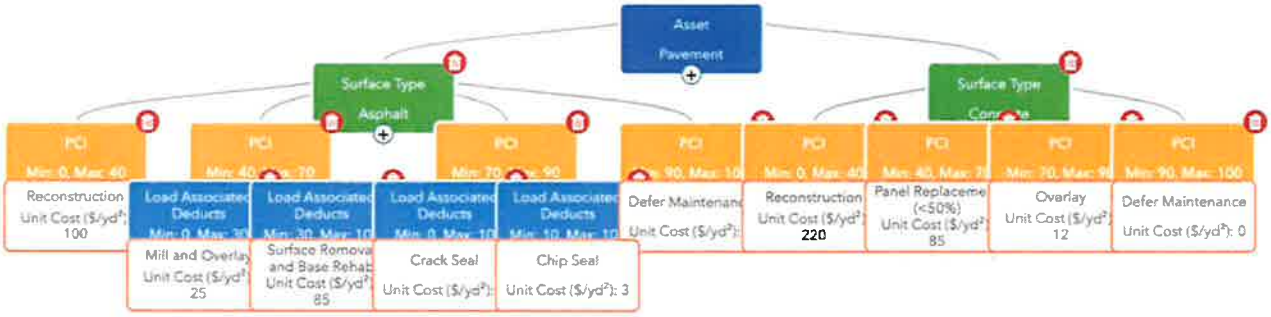
Once the inventory condition database and GIS web-app have been finalized, the work on implementing the sidewalk management side of the software begins. While sidewalk condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of conditions,

condition, prediction of future condition, generation of maintenance options and pavement management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our Streetlogix asset management module. The results are compiled and reported to the client in our Streetlogix software and as a digital storymap.

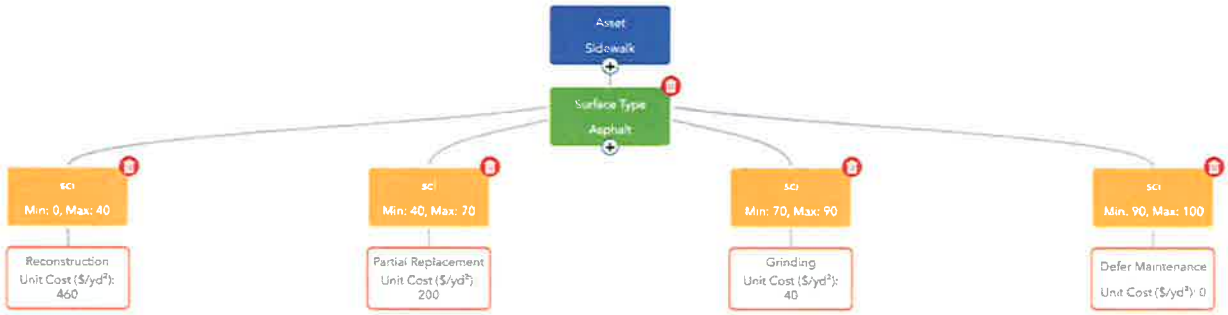
Our decision-trees are highly configurable and we work with staff to tailor it to ensure our AI will provide the necessary maintenance and repair suggestions. All decision trees & underlying data will be editable by staff.

prediction of future conditions, generation of maintenance options and sidewalk management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our sidewalk management modules. The results are compiled and reported to the client in our Streetlogix software & digital storymap.

Roads:



Sidewalks:



APPENDIX B – OPTIONAL SERVICES AND ASSET COLLECTION

360° Imagery

Asset	Description
360° Imagery	• Georeferenced 360 panoramic images • Esri-Compatible • .jpg format

Traffic Signage

Attributes	Description
Sign Category	Regulatory, Warning, Guide, School, Recreation, Information, General
Sign Name	Federal or State MUTCD designation or custom designation for specialized signs
GPS Location	Global Positioning System (GPS) location (+/- 5 meters)
Sign Condition	Good, Fair, Critical rating assessed through review of daytime digital images

Pavement Markings

Attributes	Description
Category	Point Layer: Left Turn, Right Turn, Crosswalk, Lane Divider, etc. Line layer: Shoulder, Centerline, etc.
Location	Global Positioning System (GPS) location (+/- 5 meters)
Condition	• Assessment through review of daytime digital images • Based on remaining visibility of marking • Customer segmentation is used or default as intersection to intersection • Rating **"Good"** No noticeable wear on paint **"Fair"** Wear on paint with moderate line visibility **"Critical"** Substantial and impactful wear on paint with low level of marking visibility

Catch Basins

StreetScan provides catch basin locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS Layer of catch basins

Manholes

StreetScan provides location of circular manhole access points which are visible in the road imagery data. All data is provided as a GIS layer.

Deliverable:

- GIS layer of manhole locations

Trees

StreetScan provides tree locations which are situated in the right of way (between Curb of Street to Edge of Sidewalk), determined from existing data sources satellite imagery, Google StreetView or ScanCar images if available. All data is provided as a GIS Layer.

Deliverable:

- GIS layer of tree location

Roads GIS Database

StreetScan creates a Roads GIS Database by using a list of target roads or any State DOT database. Road segmentation will be intersection to intersection unless directed otherwise by the client. All data is provided as a GIS layer.

Deliverable:

- GIS layer of Roads segmented intersection to intersection

Sidewalk GIS Database

StreetScan provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS layer of sidewalk locations

Curb GIS Database

StreetScan provides curb locations, determined from front or side facing imagery. Data is provided as a GIS layer.

Deliverable:

- GIS layer of the linear features where curbs are present

Sidewalk Width

StreetScan will take 2 measurements for every sidewalk (Start & End Point) and average the width for the entire segment.

ADA Ramp Compliance Survey

StreetScan's ADA ramp compliance criteria is based on both the 2010 Americans with Disabilities Act (ADA) standards

and on discussions between StreetScan and engineers from the municipality. StreetScan measures all ADA ramp slopes associated with compliance using the digital level M-D Building Products 93975 Smart Tool Adam Digital Slope Walker. In addition, StreetScan uses its E-Scooter system, equipped with a high-resolution video camera and a mobile phone with Global Positioning System (GPS). Dimension measurements, such as the width of the ADA ramp and landing area are measured using a handheld Lufkin Wheel measurement tool. All measurements are reviewed by quality control technicians and compliance is determined.

StreetScan determines ADA ramp compliance based on the measurements shown below:

Attributes	Compliance
Presence of Detectable Warning Surface	Yes/No
Surface Condition	(Good/Fair/Poor)
Ramp Obstruction	Yes/No
Slope – Running	< 4.8° (8.3%)
Slope – Cross	< 1.2° (2.08%)
Slope – Left Flare	< 5.7° (10%)
Slope – Right Flare	< 5.7° (10%)
Slope – Street Running	< 2.9° (5%)
Ramp Width	> 36" wide
Landing compliance	Landing must be present*

If any of the above criteria is not met, the ramp is considered ADA non-compliant.

**If a ramp landing is absent, it is typically not compliant. However, there is an exception to this rule. Specifically, if both ramps flares exist and their slopes are 10% or less, then it's acceptable for the landing to be absent and it's possible for the ramp to be COMPLIANT even though it's missing a landing.*

Deliverables:

- GIS Layer with ramp location & missing ramps
- Image of ramps/missing ramp:
- Compliance as per attributes above

Additional measurements beyond the scope of work for ADA compliance can be taken, if requested. Contact us for information and pricing.

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16j.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 6, 2025			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

BPW 250109 CIP25FI25(4) & (5) Fire Ph 3 Building Addition and Parking Lot

SYNOPSIS/BACKGROUND:

The City of Bellevue Fire Department received 12 - bids for the Building Addition and Parking Lot on April 24 ranging from $809,000 to $1,133,223.89. The architect's estimate was $1,163,610.02.

After the review of the bids received, the low, responsive, responsible bidder is Dean Synder Construction in the amount of $809,000.00. We recommend the City Council approve and the Mayor to execute the Notice of Award and approve the Agreement with Dean Snyder Construction in the amount of $809,000.00 to be executed upon the receipt of the agreement, insurances and bonds.

FISCAL IMPACT:: $809,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Dean Snyder Constructon INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: BPW 250109 CIP25FI25(4) & (5) Fire Ph 3 Building Addition and Parking Lot

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250109 CIP25FI25(4) & (5) Fire Ph 3 Building Addition and Parking Lot

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

CIP PROJECT NAME: Fire Ph 3 Bldg Addition and Parking Lot CIP PROJECT NUMBER: F25 (4) & (5)

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

ACCOUNTING DISTRIBUTION CODE: 7030 ACCOUNT NUMBER: 10-21-7030

RECOMMENDATION:

Recommend the City Council approve and the Mayor to execute the Notice of Award and approve the Agreement with Dean Snyder Construction in the amount of $809,000.00 to be executed upon the receipt of the agreement, insurances and bonds.

ATTACHMENTS:

1. Bid Tab	2. Letter of Recommendation	3. Notice of Award
4. Architect's OPCC	5. Agreement	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

April 26, 2025

Mr. John Krager
City of Bellevue Public Works Department
1500 Wall Street
Bellevue, NE 68005

Re: BFD Outbuilding and Parking Lot Improvement Project
3100 S.P. Benson Drive

Dear John,

Bids were received and opened at 2:00 PM on Thursday, April 24th, 2025 for the planned construction of the new Bellevue Fire Department Outbuilding and Parking Lot Improvements scheduled at the Bellevue Fire Training Center. A total of 12 bids were received on the project, which is a very high number of bidders from what we have been seeing on recent projects. This indicated a very high interest in the project and presented a very competitive bidding environment.

The apparent low biding contractor on the project was Dean Snyder Construction Co, Inc, which is based in Gretna. Their bid number was much lower than the aggregate average of most of the other bids, which might sometimes raise questions on the completeness of the bid. But there were a couple of other bids that were within about 8% of the low bid number which provided better justification of the lower bid number.

After receipt of the bids, I did have the opportunity to talk to Mr. Jeff Keating at Dean Snyder Construction to confirm that they were comfortable with their bid and that there were no perceived discrepancies in their bid that would raise concerns about being able to complete the project for the bid amount. Mr. Keating indicated that they aggressively pursued this project to get to a low number. They also received some favorable numbers from subcontractors that they utilize which assisted in getting to their bid number. As for the capability of completing a project such as this, it is apparent that Dean Synder completes buildings like this on a pretty continual basis, so are anticipating having no issues with being able to handle this project and to complete the project in a timely manner.

Based on my conversations with Mr. Keating, it appears that Dean Snyder Construction is comfortable with their bid number and that they are capable of handling this particular project. With those considerations, I would recommend that the Bellevue City Council approve the award of the Contract to Dean Snyder Construction Co., Inc. at the next Bellevue City Council meeting.

Please review this information and feel free to contact me if you should have any questions.

Sincerely,

Ralph E. Gladbach

Ralph E. Gladbach, AIA, CSI
Architect

CITY OF BELLEVUE

BELLEVUE FIRE DEPARTMENT UTILITY BUILDING

BELLEVUE, NEBRASKA

Bid Date: 4/24/2025 2:00 PM

BIDDING CONTRACTOR	BASE BID	ADDENDUM	BID BOND	DAYS	TOTAL
Dean Snyder Construction	$ 809,000.00	1	Yes	1/1/2026	$ 809,000
Rogge Construction	$ 837,000.00	1	Yes	1/1/2026	$ 837,000
Andersen Construction	$ 875,000.00	1	Yes	1/1/2026	$ 875,000
Genesis Contracting	$ 908,800.00	1	Yes	1/1/2026	$ 908,800
Prairie Construction	$ 910,000.00	1	Yes	1/1/2026	$ 910,000
Midwest DCM	$ 979,000.00	1	Yes	1/1/2026	$ 979,000
All Purpose Construction	$ 998,000.00	1	Yes	1/1/2026	$ 998,000
Ironhide Construction	$ 1,035,019.00	1	Yes	1/1/2026	$ 1,035,019
Keflex Contracting	$ 1,063,969.00	1	Yes	1/1/2026	$ 1,063,969
Mark VII Enterprises	$ 1,070,000.00	1	Yes	1/1/2026	$ 1,070,000
Snider Construction	$ 1,079,100.00	1	Yes	1/1/2026	$ 1,079,100
Neuvirth Construction	$ 1,133,223.89	1	Yes	1/1/2026	$ 1,133,224
.					

BELLEVUE FIRE DEPARTMENT **PRELIMINARY**

UTILITY BUILDING PROJECT **4/1/25**

SUMMARY SHEET

Sub-Contractor Sub-Totals		674653.32	
Sub-Contractor Overhead / Profit:	0%	0.00	
Total Subcontractor Costs:		674653.32	
General Contractor Subtotal:			204665.30
General Overhead / Labor Burden:	25%		51166.33
General Subcontractor Mark-up:	10%		67465.33
General Profit:	6%		59877.02
Total Construction Costs:			1057827.29
Project Contingency:	10%		105782.73
TOTAL ESTIMATED PROJECT COSTS:			**1163610.02**

NOTICE OF AWARD

Date of Issuance:	**May 6, 2025**		
Owner:	**City of Bellevue**	Owner's Project No.:	**BPW-250109**
Engineer/Architiect:	**GP Architecture, LLC**	Architect Project No.:	**A-2422**
Project:			
Contract Name:	**BFD Outbuilding & Parking Lot Improvements**		
Bidder:	**Dean Snyder Construction Co, Inc.**		
Bidder's Address:	**15102 S. 231st Street, Gretna, NE 68028**		

You are notified that Owner has accepted your Bid dated **April 24, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

BFD Outbuilding and Parking Lot Improvements Project

The Contract Price of the awarded Contract is **$ 809,000.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within fifteen (15) days of the date of receipt of this Notice of Award:

1. Deliver to Owner Two copies (2) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the AIA A201 – General Conditions, Article 11, and as noted in Section 00 73 00 – Supplementary Conditions included in the Project Manual.
3. Other conditions precedent (if any or None):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Bellevue**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: City of Bellevue – PW Director/Engineer/BFD

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Sixth (6th) day of May in the year Two Thousand Twenty Five
(In words, indicate day, month and year.)

BETWEEN the Owner:

City of Bellevue, Nebraska
1510 Wall Street
Bellevue, Nebraska 68005

and the Contractor:

Dean Snyder Construction Co., Inc.
15102 S. 231st Street
Gretna, NE 68025

for the following Project:

City of Bellevue
Bellevue Fire Department Outbuilding & Parking Lot Imrpovements
3100 S.P. Benson Drive
Bellevue, NE 68147

The Architect:

GP Architecture, LLC
1708 Childs Road East
Bellevue, NE 68005

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[X] By the following date: Anticipated completion date of January 1, 2026 dependent upon availability of certain long-lead time materials scheduled for the Project.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve

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Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Final Completion	January 1, 2026

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Nine Thousand and No/100 Dollars ($ 809,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

Item	Price	Conditions for Acceptance
None		

§ 4.3 Allowances, if any, included in the Contract Sum:

Item	Price
None	

§ 4.4 Unit prices, if any:

Item	Units and Limitations	Price per Unit ($0.00)
None		

§ 4.5 Liquidated damages, if any:

Refer to Section 00 73 00 – Supplementary Conditions included in the Project Manaul for Liquidated Damages clauses.

§ 4.6 Other:

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Fifth (5th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30th) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

None

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may

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submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

A separate pay request shall be submitted for final retainage amount.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final payment will be issued upon completion of final punchlist items.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

[X] Litigation in a court of competent jurisdiction

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

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Should the Contract is terminated for convenience by the Owner, any final fees or costs due to the Contractor shall be negotiated between the Owner and Contractor to determine any final costs due to the Contractor.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

Mr. John Krager
City of Bellevue Public Works
1500 Wall Street
Bellevue, NE 68005

§ 8.3 The Contractor's representative:

Mr. Jeff Keating
Project Manager
Dean Snyder Construction Co., Inc.
15102 S. 231st Street
Gretna, NE 68028

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Other provisions:

None

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction

.3 Drawings

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Number	Title	Date
See Exhibit "A" as attached to this Document		

.4 Specifications

Section	Title	Date	Pages
See Exhibit "B" as attached to this Document			

.5 Addenda, if any:

Number	Date	Pages
Addendum No. 1	April 18, 2025	3 Pages plus Attachments

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 73 00	Supplementary Conditions	March 25, 2025	10

.9 Other documents, if any, listed below:

See Exhibit "C" as attached to this Document

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: Mr. Rusty Hike, Mayor, City of Bellevue, NE	BY: Mr. Jeff Keating, Project Manager
(Printed name and title)	*(Printed name and title)*

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EXHIBIT "A"

INDEX OF DRAWINGS

GS1.1 COVER SHEET, GENERAL SITE PLAN
C1.0 EXISTING CONDITIONS AND DEMOLITION PLAN
C1.1 REMOVE AND REPLACEMENT PLAN
C2.0 GRADING AND EROSION CONTROL PLAN
C2.1 CUT/FILL PLAN
C3.0 UTILITY PLAN
C3.1 FIRE ACCESS PLAN
C4.0 SITE PLAN
C4.1 SITE DIMENSIONS
C4.2 SPOT ELEVATIONS
C5.0 DETAILS
C6.0 SPECIFICATIONS
A0.1 CODE REVIEW PLAN, NOTES
A1.1 FLOOR PLAN, DETAILS, NOTES
A1.2 CEILING PLAN, DETAILS, NOTES
A1.3 ROOF PLAN, DETAILS, NOTES
A2.1 BUILDING ELEVATIONS
A2.2 BUILDING SECTIONS, DETAILS
A3.1 WALL SECTIONS, DETAILS
S0.1 GENERAL STRUCTURAL NOTES AND SPECIAL INSPECTIONS
S1.1 FOUNDATION PLAN
S2.1 FOUNDATION DETAILS
M0.0 HVAC AND PLUMBING NOTES, DETAILS
M0.1 HVAC AND PLUMBING SPECIFICATIONS
M1.1 FIRST FLOOR HVAC AND PLUMBING PLANS
M2.1 HVAC AND PLUMBING DETAILS
M3.1 HVAC AND PLUMBING SCHEDULES
E0.0 ELECTRICAL GENERAL PROJECT NOTES & SYMBOLS
E0.1 ELECTRICAL SITE PLAN
E1.1 FIRST FLOOR LIGHTING PLAN
E2.1 FIRST FLOOR POWER PLANS
E3.1 ELECTRICAL SCHEDULES AND PANELS
E3.2 LIGHTING SCHEDULES
E4.1 ELECTRICAL SPECIFICATIONS

EXHIBIT "B"

SECTION 00 01 00

DIVISON 0 – CONTRACTING REQUIREMENTS

Section 00 01 05	Certifications Page	1
Section 00 21 00	Instructions to Bidders	2
Section 00 31 32	Geotechnical Data	1 plus attachments
Section 00 41 00	Bid Documents and Sample Documents	4
Section 00 45 00	Representations, Certifications and Miscellaneous Forms	4
Section 00 60 00	Project Forms	1
Section 00 70 00	General Conditions	1
Sect ion 00 73 00	Supplementary Conditions	10

DIVISION 1 – GENERAL REQUIREMENTS

Section 01 11 00	Summary of the Work	2
Section 01 25 00	Products and Substitutions	2
Section 01 29 00	Schedules, Reports, Payments	2
Section 01 31 00	Project Management and Coordination	2
Section 01 33 00	Submittals	3
Section 01 45 00	Testing and Quality Control	1
Section 01 50 00	Temporary Facilities	1
Section 01 77 00	Closeout Procedures	2

DIVISION 2 – EXISTING CONDITIONS

Section 02 01 00	Maintenance of Existing Conditions	2
Section 02 06 10	Demolition	2

DIVISON 5 - METALS

Section 05 40 00	Lightgage Metal Framing	2

DIVISON 7 –THERMAL AND MOISTURE PROTECTOIN

Section 07 21 00	Insulation	2
Section 07 42 13	Insulated Metal Wall Panels	7
Section 07 92 00	Sealants	3

DIVISON 8– OPENINGS

Section 08 11 00	Steel Doors and Frames	3
Section 08 30 50	Access Doors	2
Section 08 36 00	Sectional Overhead Doors	2
Section 08 71 00	Finish Hardware	3

DIVISON 9 – FINISHES

Section 09 25 00 Gypsum Drywall 3
Section 09 90 00 Paints and Coatings 4

DIVISON 10 - SPECIALTIES

Section 10 28 00 Toilet and Bath Accessories 2
Section 10 52 20 Fire Extinguisher Devices 1

DIVISON 13 – SPECIAL CONSTRUCTION

Section 13 34 00 Metal Building Systems 9

END OF DOCUMENT

EXHIBIT "C"

ADDITIONAL DOCUMENTS INCLUDED IN CONTRACT

Section 00 01 05	Certifications Page	1
Section 00 10 00	Invitation To Bid	2
Section 00 21 00	Instructions to Bidders	2
Section 00 31 32	Geotechnical Data	1 Plus Attachments
Section 00 41 00	Bid Documents and Sample Documents	4
Section 00 45 00	Representations, Certifications and Miscellaneous Forms	4
Section 00 60 00	Project Forms	1

EXHIBIT "D"

EQUIPMENT ASSESSMENT CERTIFICATION

BY REQUIREMENT OF THE NEBRASKA STATE STATUTE 77-1323, THE FOLLOWING INFORMATION MUST

BE FURNISHED BY ALL CONTRACTORS AND SUBCONTRACTORS

UTILIZING ANY EQUIPMENT ON ANY AND ALL PUBLIC IMPROVEMENT CONTRACTS.

I certify to the best of my knowledge and belief, all the information on this form is correct. All equipment to be used on City of Bellevue Project: **BPW- 250109, BFD Outbuilding and Parking Lot Improvements**, except that acquired since the assessment date, has been assessed for taxation

for the current year in _____, County.

Name of Company _____

Authorized O cial _____

(Pint Name)

_____

(Signature)

Title _____

Date _____

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16k.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/06/2025			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

BPW 250104 ST25(3) 2025 City Overlay Projects

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works received 4 bids for the 2025 City Overlay Projects on April 23, 2025 ranging from $1,432,650.45 to $1,582,011.45. The engineer's estimate was $1,532,800.00.

After the review of the bids received, the low, responsive, responsible bidder is OMNI Engineering in the amount of $1,432,650.45.

FISCAL IMPACT:: $1,432,650.45 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: OMNI Engineering INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: BPW 250104 ST25(3) 2025 City Overlay Projects

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250104 ST25(3) 2025 City Overlay Projects

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

CIP PROJECT NAME: Overlay Projects CIP PROJECT NUMBER: ST 25(3)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

City Council approve and the Mayor to execute the Notice of Award and approve the Agreement with Oldcastle Materials Midwest Co. DBA OMNI Engineering in the amount of $1,432,650.45 to be executed upon the receipt of the insurances and bonds by Public Works.

ATTACHMENTS:

1. Bid Results
2. Notice of Award
3. Agreement
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: BPW-250104 – 2025 Overlay Projects
DATE: Wednesday, April 23, 2025
TIME: 10:00 AM

CONTRACTORS	TOTAL BID	BID BOND	ADDENDUMS
Hawkins Construction	*$1,484,712.75	X	1. X 2. X
DPS	$1,582,011.45	X	1. X 2. X
Western Engineering	$1,449,672.05	X	1. X 2. X
Old Castle Materials dba Omni Engineering	$1,432,650.45	X	1. X 2. X
*CORRECTION TO $1,487,992.75 UPON REVIEW OF BID			

NOTICE OF AWARD

Date of Issuance:	**May 6, 2025**		
Owner:	**City of Bellevue**	Owner's Project No.:	**BPW - 250104**
Engineer:	**City of Bellevue**	Engineer's Project No.:	
Project:	**2025 City Overlay Projects**		
Contract Name:	**2025 City Overlay Projects**		
Bidder:	**Oldcastle Materials Midwest Co. DBA OMNI Engineering**		
Bidder's Address:	**14012 Giles Road, Omaha, NE 68138**		

You are notified that Owner has accepted your Bid dated **April 23, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

2025 City Overlay Projects

The Contract Price of the awarded Contract is $**1,432,650.45**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ ~~Drawings will be delivered separately from the other Contract Documents.~~

You must comply with the following conditions precedent within fifteen (15) days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Bellevue**

By *(signature)*: _____

Name *(printed)*: Rusty Hike

Title: Mayor

Copy: Dave Goedeken, Public Works Director

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Bellevue** ("Owner") and **Oldcastle Materials Midwest Co. DBA OMNI Engineering** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Concrete panel replacement, curb & gutter repair, ADA curb ramp construction, storm sewer construction, milling, asphalt overlay, and associated work.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2025 City Overlay Projects; City of Bellevue, Nebraska; BPW – 250104.**

ARTICLE 3—ENGINEER

~~3.01 The Owner has retained **[insert name of engineering firm]** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.~~

3.02 The part of the Project that pertains to the Work has been designed by **City of Bellevue Public Works.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **September 26, 2025** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 24, 2025**.

4.03 ~~*Contract Times: Days*~~

~~A. The Work will be substantially complete within **[number]** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **[number]** days after the date when the Contract Times commence to run.~~

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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4.04 ~~*Milestones*~~

~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

~~1. Milestone 1 **[event & date/days]**~~

~~2. Milestone 2 **[event & date/days]**~~

~~3. Milestone 3 **[event & date/days]**~~

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $**500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**500.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. ~~*Milestones:* Contractor shall pay Owner $**[number]** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~

~~4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.~~

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. ~~*Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor $**[number]** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to $**[number]**.~~

4.06 ~~*Special Damages*~~

~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract~~

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~~Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~

~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~

~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. ~~For all Work other than Unit Price Work, a lump sum of $[number].~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

1. **The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.**

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **$1,432,650.45**.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st OR 3rd Tuesday** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All

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such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

    a. **95** percent of the value of the Work completed (with the balance being retainage).

B. Upon Substantial Completion, of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **125** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **12** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney)
3. Insurance.
4. General Conditions.
5. Supplementary Conditions.
6. Supplemental Technical Specifications
7. Specifications as listed in the table of contents of the project manual (copy of list attached).

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8. Drawings (not attached but incorporated by reference) consisting of 20 sheets with each sheet bearing the following general title: **2025 City Overlay Projects, City of Bellevue, Nebraska.**

9. Drawings listed on the attached ~~sheet index.~~

10. Addenda (numbers [number] to [number], inclusive).

11. Exhibits to this Agreement (enumerated as follows):

    i) Contractor's Bid.

12. Equipment Assessment Certification

13. City of Bellevue's Affirmative Action Equal Employment Opportunity Policy Statement

    a. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Application for Payment

    b. Certificate of Substantial Completion

    c. Work Change Directives

    d. Change Orders

    e. Field Orders.

    f. Warranty Bond, if any

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

B. **If Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.**

C. **If Owner is a public entity in the State the Project is located, or the Project is fully or partially funded by State or Federal monies, then Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the person's hire, tenure, terms, conditions, or privileges of employment, because of the person's race, color, religion, sex, disability, or national origin in accordance with all applicable State and Federal laws and regulations.**

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[Date of Award]** (which is the Effective Date of the Contract).

Owner:

City of Bellevue
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: **David Goedeken, PE**
(typed or printed)

Title: **Public Works Director**
(typed or printed)

Address for giving notices:

1510 Wall Street

Bellevue, Nebraska 68005

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Contractor:

Oldcastle Materials Midwest Co. DBA OMNI Engineering
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **Contractor** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Address for giving notices:

14012 Giles Road

Omaha, Nebraska 68138

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

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EQUIPMENT ASSESSMENT CERTIFICATION

BY REQUIREMENT OF THE NEBRASKA STATE STATUTE 77-1323, THE FOLLOWING INFORMATION MUST BE FURNISHED BY ALL CONTRACTORS AND SUBCONTRACTORS UTILIZING ANY EQUIPMENT ON ANY AND ALL PUBLIC IMPROVEMENT CONTRACTS.

I certify to the best of my knowledge and belief, all the information on this form is correct. All equipment to be used on City of Bellevue Project No. **BPW- 250104**, except that acquired since the assessment date, has been assessed for taxation for the current year in __-

_____, County.

Name of Company _____

Authorized Official _____

(Pint Name)

_____

(Signature)

Title _____

Date _____

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16I.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05/06/2025			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

BPW 250102 ST25(2) 2025 Concrete Projects - Package 1

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works received 5 bids for the 2025 Concrete Projects - Package 1 on April 16, 2025 ranging from $882,776.00 to $1,675,093.60. The engineer's estimate was $1,306,296.00.

After the review of the bids received, the low, responsive, responsible bidder is NL&L Concrete Inc. in the amount of $882,776.00.

FISCAL IMPACT:: $882,776.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: NL&L Concrete Inc. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: BPW 250102 ST25(2) 2025 Concrete Projects - Package 1

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250102 ST25(2) 2025 Concrete Projects - Package 1

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

CIP PROJECT NAME: Concrete Projects CIP PROJECT NUMBER: ST 25(2)

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

ACCOUNTING DISTRIBUTION CODE: 7010 ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

City Council approve and the Mayor to execute the Notice of Award and approve the Agreement with NL&L Concrete Inc. in the amount of $882,776.00 to be executed upon the receipt of the insurances and bonds by Public Works.

ATTACHMENTS:

1. Bid Results	2. Notice of Award	3. Agreement
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: BPW-250102 2025 Concrete Projects-Pkg 1
DATE: Wednesday, April 16, 2025
TIME: 10:00 AM

CONTRACTORS	TOTAL BID	BID BOND	ADDENDUMS
Mackie Construction	$1,125,709.53	X	N/A
NL & L Concrete Inc.	$882,776.00	X	N/A
Burrell Enterprises	$1,107,941.90	X	N/A
TAB Construction Company	$1,675,093.60	X	N/A

NOTICE OF AWARD

Date of Issuance:	**May 6, 2025**		
Owner:	**City of Bellevue**	Owner's Project No.:	**BPW - 250102**
Engineer:	**City of Bellevue**	Engineer's Project No.:	
Project:	**2025 Concrete Projects – Package 1**		
Contract Name:	**2025 Concrete Projects – Package 1**		
Bidder:	**NL&L Concrete Inc.**		
Bidder's Address:	**5634 S 85th Circle, Omaha, NE 68127**		

You are notified that Owner has accepted your Bid dated **4/16/2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

2025 Concrete Projects – Package 1

The Contract Price of the awarded Contract is $**882,776.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ ~~Drawings will be delivered separately from the other Contract Documents.~~

You must comply with the following conditions precedent within fifteen (15) days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Bellevue**

By *(signature)*: _____

Name *(printed)*: Rusty Hike

Title: Mayor

Copy: Dave Goedeken, Public Works Director

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Bellevue** ("Owner") and **NL&L Concrete Inc** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Concrete panel replacement, curb & gutter repair, ADA curb ramp construction, storm sewer structure repair, and associated work.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2025 Concrete Projects – Package 1; City of Bellevue, Nebraska; BPW - 250102**

ARTICLE 3—ENGINEER

~~3.01 The Owner has retained **[insert name of engineering firm]** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.~~

3.02 The part of the Project that pertains to the Work has been designed by **City of Bellevue Public Works .**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **October 24, 2025** and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 21, 2025**.

4.03 ~~*Contract Times: Days*~~

~~A. The Work will be substantially complete within **[number]** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **[number]** days after the date when the Contract Times commence to run.~~

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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4.04 ~~*Milestones*~~

~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~

~~1. Milestone 1 **[event & date/days]**~~

~~2. Milestone 2 **[event & date/days]**~~

~~3. Milestone 3 **[event & date/days]**~~

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $**500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**500.00** for each day that expires after such time until the Work is completed and ready for final payment.

3. ~~*Milestones:* Contractor shall pay Owner $**[number]** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~

4. ~~Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.~~

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. ~~*Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor $**[number]** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to $**[number]**.~~

4.06 ~~*Special Damages*~~

~~A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract~~

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~~Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~

~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~

~~C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. ~~For all Work other than Unit Price Work, a lump sum of $**[number]**.~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

1. **The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.**

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **$882,776.00**.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st OR 3rd Tuesday** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the

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General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

    a. **95** percent of the value of the Work completed (with the balance being retainage).

B. Upon Substantial Completion, of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **125** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **12** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney)
3. Insurance.
4. General Conditions.
5. Supplementary Conditions.
6. Supplemental Technical Specifications
7. Specifications as listed in the table of contents of the project manual (copy of list attached).

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8. Drawings (not attached but incorporated by reference) consisting of 21 sheets with each sheet bearing the following general title: **2025 Concrete Projects – Package 1, City of Bellevue, Nebraska.**

9. Drawings listed on the attached ~~sheet index.~~

10. Addenda (numbers [number] to [number], inclusive).

11. Exhibits to this Agreement (enumerated as follows):

    i) Contractor's Bid.

12. Equipment Assessment Certification

13. City of Bellevue's Affirmative Action Equal Employment Opportunity Policy Statement

    a. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Application for Payment

    b. Certificate of Substantial Completion

    c. Work Change Directives

    d. Change Orders

    e. Field Orders.

    f. Warranty Bond, if any

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

B. **If Owner is a public entity in the State the Project is located, then Contractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the State of the Project is located. Contractor shall require the same of each subcontractor.**

C. **If Owner is a public entity in the State the Project is located, or the Project is fully or partially funded by State or Federal monies, then Contractor and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the person's hire, tenure, terms, conditions, or privileges of employment, because of the person's race, color, religion, sex, disability, or national origin in accordance with all applicable State and Federal laws and regulations.**

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **May 6, 2025** (which is the Effective Date of the Contract).

Owner:

City of Bellevue
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: **David Goedeken, PE**
(typed or printed)

Title: **Public Works Director**
(typed or printed)

Address for giving notices:

1510 Wall Street

Bellevue, Nebraska 68005

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Contractor:

_____
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **Contractor** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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EQUIPMENT ASSESSMENT CERTIFICATION

BY REQUIREMENT OF THE NEBRASKA STATE STATUTE 77-1323, THE FOLLOWING INFORMATION MUST BE FURNISHED BY ALL CONTRACTORS AND SUBCONTRACTORS UTILIZING ANY EQUIPMENT ON ANY AND ALL PUBLIC IMPROVEMENT CONTRACTS.

I certify to the best of my knowledge and belief, all the information on this form is correct. All equipment to be used on City of Bellevue Project No. **BPW- 250102**, except that acquired since the assessment date, has been assessed for taxation for the current year in __-

_____, County.

Name of Company _____

Authorized Official _____

(Pint Name)

_____

(Signature)

Title _____

Date _____

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16m.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: May 6, 2025			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Closing of Project: Haworth Park Ballfields Fence Replacement (BPW-250107)

SYNOPSIS/BACKGROUND:

On December 17, 2024 the Honorable Mayor and City Council approved the Haworth Park Ballfields Fence Replacement with an original estimated cost of $100,862.45. There were no changes to the contract, so the final cost of the project is $100,862.45.

FISCAL IMPACT:: $100,862.45 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: American Fence Co. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: BPW 250107 Haworth Park Ballfields Fence Replacement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 250107 Haworth Park Ballfields Fence Replacement

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

CIP PROJECT NAME: CIP PROJECT NUMBER: PK 25(2)

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

ACCOUNTING DISTRIBUTION CODE: 7040 ACCOUNT NUMBER: 10-11-7040

RECOMMENDATION:

Approve final payment application in the amount of $100,862.45. Approve project as substantially complete and accept final project quantities.

ATTACHMENTS:

1. Final progress estimate	2. Certificate of Substantial Completion	3. Certificate of Acceptance
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

AMERICAN FENCE COMPANY
OMAHA, NE

Invoice

Invoice Nbr.: OMA000171
Date: 24-Apr-2025
Due Date: 24-May-2025
Customer ID: 1071113

OMA-American Fence Company
6925 N 94th Plaza
Omaha, NE, 68122-1280
Phone: 402-896-6722

RECEIVED COB
APR 2 8 2025
Inter-departmental mail

BILL TO:

City Of Bellevue
1500 Wall St
Bellevue, NE 68005-3675

PROJECT ADDRESS:

City Of Bellevue
Haworth Park Ballfield - Bellevue
800 E Misson AVE
Bellevue, NE 68005

CUSTOMER REF. NBR.	PROJECT ID	TERMS	CONTACT
	OMAC24-0479-00-	Net 30 Days	

ITEM
REMOVE/INSTALL CHAIN LINK FENCE

BILLED CONTRACT PRICE
100,862.45

Remit Payment To: American Fence Company
12330 Cary Circle
La Vista, NE 68128

Sales Total:	100,862.45
Tax Total:	0.00
Total (USD):	**100,862.45**
Balance Due:	**100,862.45**

Certificate of Substantial Completion

Project:	Owner:	Owner's Contract No.:
Haworth Park Ballfields Fence Replacement	City of Bellevue	
Contract:		Date of Contract: December 17, 2024
Contractor: American Fence Co.		Engineer's Project No.: BPW-250107

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

April 24, 2025
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 Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. 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 Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

N/A

Contractor's Amended Responsibilities:

N/A

The following documents are attached to and made part of this Certificate:

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 Documents.

Executed by Engineer — Date

Accepted by Contractor — Date

Accepted by Owner — Date

City of Bellevue
Public Works Administration
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

We Influence The World!

Project Name:	Haworth Park Ballfields Fence Replacement
Project Location:	Haworth Park
BPW Project No.	BPW-250107
Contractor:	American Fence Company
Final Completion Date:	April 28, 2025
Bid Amount:	$100,862.45
Total Completion Cost:	$100,862.45

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 Haworth Park Ballfields Fence Replacement 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
Public Works Director

16n.
5/6/2025

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 05.06.2025			SUBMITTED BY: Administration		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Temporary Waiver of Sidewalk Construction

SYNOPSIS/BACKGROUND:

Bellevue University is requesting a temporary waiver/variance of sidewalks prior to issuance of Occupancy Permit for Bellevue University's new BU Field house located at 2102 Harvell Circle.

FISCAL IMPACT:: 0.00 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Temporary Waiver of Sidewalk Construction.

ATTACHMENTS:

1. Temporary Waiver	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

space above reserved for recording

After recording, return original to City of Bellevue Public Works, 1510 Wall Street, Bellevue Nebraska 68005.

CITY OF BELLEVUE
TEMPORARY WAIVER OF SIDEWALK CONSTRUCTION

TO WHOM IT MAY CONCERN, We, Bellevue University, a Nebraska Non-Profit Organization, owner on record of property located at 2102 Harvell Circle Bellevue, NE, legally described as follows:

LOT 1 HARVELL CENTER REPLAT TWO

acknowledge that our building permit from the city of Bellevue requires sidewalks be installed according to Bellevue Ordinance No. 2778, Article II of Chapter 28 of The Code of the City of Bellevue, Nebraska.

As of this date, the existing conditions of the area adjacent to the above described property are not favorable for sidewalk construction, will create an undue hardship and, a waiver of same will have no adverse affect on public safety.

Therefore, we request a temporary waiver of Bellevue's requirement to install sidewalks prior to issuance of the Occupancy Permit. We agree to waive the right to protest the establishment of a sidewalk district and/or paving district if and when such district is directed by the City Council of Bellevue, Nebraska. This document will be recorded with the Register of Deeds in Sarpy County Nebraska, shall be part and parcel of the legal abstract of the described property and shall apply to all my heirs and assigns.

Signed_____

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

Before me, a Notary Public qualified for said County, personally came Mary Hawkins, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Notary:_____

****

This request has been reviewed and approved by: _____
Dave Goedeken, Public Works Director

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

GENERAL NOTARY - State of Nebraska
MARY KANKOVSKY
My Comm. Exp. August 18, 2026

Before me, a Notary Public qualified for said County, personally came David Goedeken, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Notary: Mary Kankovsky

SARPY COUNTY
NEBRASKA

Map Title



0 100 200 ft

Map Scale 1: 1069

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

April 30th, 2025

Administration:

- Continuing project work for NC3 development including infrastructure and build out.
- United Cities weekly meeting
- Southern Sarpy Expressway meeting with county officials.
- Good Life District planning meeting and legislative developments related to the district.
- Water park developmental work ongoing.
- Mission Streetscape planning.
- Bellevue University project developmental meetings.
- Meeting with County IT regarding interlocal agreements.
- Meeting with Tallgrass Pipeline team.
- Attended USSTRATCOM update.
- BU Grand opening for field house.
- Attended State of Bellevue.
- Meeting with Cox regarding franchise agreement.
- Comp Study review with HR
- Meeting with Habitat for Humanity development.

Permits:

- 1033 inspections performed
- 4 new permits for single-family residential dwellings

Planning:

- Attended RPAC meeting at MAPA
- Met with a single family residential developer on an affordable housing project
- Met with a multi-family developer on an affordable housing project
- Met with a developer on a commercial project along Cornhusker Road

Police: See (Attached)

Library: (See Attached)

Fire: (See Attached)

Finance

Public Works

BELLEVUE POLICE DEPARTMENT

MEMORANDUM

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: April 2025 Directors Report

DATE: April 29, 2025

- 4/01 – City Council Meeting
- 4/04 – Police Chief's Association of Nebraska – Legislative Call
- 4/15 – City Council Meeting
    - City Council / Civil Service Open House
- 4/16 – National Case Closed Project – Supporting Small and Rural LE Agencies
- 4/17 – BPD Awards Ceremony
- 4/21 – National Policing Institute call
    - Meeting with staff from Congressman Flood's Office
    - Mayor's Youth Council
- 4/28 – 'The State of Bellevue'
    - Sarpy Chief's Luncheon

City of Bellevue
Library
2206 Longo Dr., Suite 100 • Bellevue, Nebraska • 68005 • 402-293-3157

We Influence The World!

Memo

To: **Jim Ristow, City Administrator**

From: **Julie Dinville, Library Director**

Date: **4/30/2025**

- The 2025 Adult Library Program began April 16 and will continue through May 28. This year's theme is "Level Up @ Bellevue Public Library." The Friends of the Bellevue Public Library, as well as members of the Library Advisory Board and Library Foundation have been assisting at the registration table for the event. Anyone 18 years and older is eligible for the program. All events, activities, and classes are free, regardless of membership status. For the reading portion of the ALP, patrons can fill in drawing slips with the titles of the materials they have read or listened to. Event participation slips can also be entered for the prize drawings. There are three grand prizes: an Xbox Series X console; a Husker fan bundle; and a Bellevue "Bites" basket with gift cards to local restaurants. In the first week, there was a book club on leadership, tai chi, the first Spice Club activity, a jigsaw puzzle competition and puzzle swap, a laser class in the makerspace, and an after-hours Mocktails event.

- The Bellevue Library Advisory Board held its regular monthly meeting on Wednesday, April 16th. Among the items on the agenda, the Board heard a preview of this year's Adult Library Program from Laura Mischke, Head of Adult Services. Also, the Board continued discussion of a Code of Conduct policy and approved a Security Camera policy for the library.

- The library now has two microchip scanners for patrons to check out. A microchip scanner is used to read the unique identification number from a pet's implanted microchip, which is then used to assist in locating the pet's registered owner's contact information. Patrons can also use the microchip scanner to check their own pet's identification number to ensure that their contact information is up to date. These scanners were donated by library staffers Laura Mischke and Connie Barnard. The scanners check out for one week and can be renewed once.

- The library celebrated National Library Week, April 6-12, with special bookmarks available for the public. In addition, in the teen area, youths were encouraged to celebrate the week by collaborating on an artwork made up of jumbo puzzle pieces. The Friends of the Bellevue Public Library treated library staffers in recognition of their service to the community.

- The Bellevue Library Foundation honored the service and support of people, young and old, who volunteer at the library during the year. Volunteers were given gift cards to DJ's Dugout from the Foundation. In the past fiscal year, volunteers contributed over 2,740 hours of service to the library working in various capacities – homebound delivery, helping with Pawsitive Reading and Storytelling Club, assisting with programs, helping in the makerspace, etc.

- The Foundation Book Store is having a half price sale on adult hardbacks and paperbacks from April 12-27. In addition, special book sets will be on sale for $25. All proceeds go to support library services and programs.

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department
Council Report

Report Date 4/27/2025

A. General Items:

- QA/QI
- Code save awards, badge pinning and other awards at the badge pinning ceremony May 9th
- Paramedic students are doing well, currently in medical block
- Run reviews with the medical director currently going on with all shifts
- Chest pain committee meeting this Friday at UNMC
- Assisting Omaha Fire with our boat in the recovery operations on Missouri River

B. Training:

- Multi agency recruit academy entering its last two weeks finishing May 9th
- Boat training and certification continuing.
- Gatik (self driving) vehicle training
- Post Resuscitation Care

C. Inspections:

- Fire alarm plan review 3702 370 Plaza.
- Remodel plan review 1701 Galvin Rd. S. Dollar Tree.
- Fire sprinkler remodel plan review 1501 Thurston Ave. Bellevue West High School.
- Plan fire sprinkler 2050/2052 Gregg Rd.
- Plan fire sprinkler 2040/2042 Gregg Rd.
- Attained a class on updates to NFPA 72.
- Plan review Auto Zone 2404 Towne Center Dr.
- Plan review fire alarm 7007 S. 36th St.
- Plan review Walmart 2109 Towne Center Dr.
- Plan review 2009 Franklin St.

NEBRASKA
Economic Development
Certified Community

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

D. Fire Prevention/Public Education

- The BFD had 11 encounters with the community via Fire Prevention in December.
- 6 new Smoke and CO detector installs
- 1 Detector battery replacement encounters for elderly citizens
- 2 Whole house detector swap outs.
- Career Fair at Meto Community Collage
- Station Tour
- Conducted 8 required Bellevue Public School fire drills.

E. Calls: March 28th through April 27th

Fire – 157
Rescue - 381

F. Ambulance Billing

March 1-31,2025 claims).
$ 319,022.00 in claims sent to health insurance companies March 1-31, 2025 (361 insurance claims).
<$143,559.90> approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of $319,022.00)
==========
$ 175,462.10 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:
$ 130,885.60 deposited into the bank March 1-31, 2025
10,512.05 additional revenue in Credit/Debit/HSA card payments
==========
$ 141,397.65 TOTAL March 1-31, 2025 rescue fee revenue

$ 392,008.94 This figure represents the total "patient responsibility" balance due for the past 30-180 days.

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

F. Manpower Report Staffing

Staffing Report from 3/24/2025 through 3/30/2025

Monday	AM	T31	3 person	
Monday	PM	Full		
Tuesday	AM	E1	3 Person	
Tuesday	PM	E1, T21	3 Person	
Wednesday	AM	E1, T21, T31, E41	3 Person	
Wednesday	PM	E1	3 Person	
Thursday	AM	E1, T31, T21, E41	3 Person	
Thursday	PM	T21	3 Person	
Friday	AM	E1,T21,E31,E41	3 Person	
Friday	PM	T21, T31, E41	3 Person	
Saturday	AM	E1,T21,T31 3 Person E41 Closed		
Saturday	PM	E1,T21,T31 3 Person E41 Closed		
Sunday	AM	E1, T21	3 Person	
Sunday	PM	Full		

Staffing Report from 3/31/2025 through 4/6/2025

Monday	AM	E1, T21, T31	3 Person	
Monday	PM	E1, T21, T31	3 Person	
Tuesday	AM	T21, E41	3 Person	
Tuesday	PM	Full		
Wednesday	AM	E1, T21, T31	3 Person	
Wednesday	PM	E1	3 Person	
Thursday	AM	E41	3 Person	
Thursday	PM	T21, E41	3 Person	
Friday	AM	E1, T21, T31	3 Person	
Friday	PM	T31	3 Person	
Saturday	AM	E41 3 Person	E1 Closed	
Saturday	PM	E1, E31, E41, T21	3 Person	
Sunday	AM	E41 3 Person	T21 Closed	
Sunday	PM	E1, T21, E31, E41	3 Person	

City of Bellevue
Fire Department
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Staffing Report from 4/7/2025 through 4/13/2025

Monday	AM	E1, T21, E41	3 Person	
Monday	PM	E1, T21	3 Person	
Tuesday	AM	T21, T31, E41	3 Person	
Tuesday	PM	Full		
Wednesday	AM	T21, T31, E1	3 Person	
Wednesday	PM	E1, T31	3 Person	
Thursday	AM	T21, T31, E41	3 Person	
Thursday	PM	Full		
Friday	AM	E1,E21, E41	3 Person	
Friday	PM	E1,E21	3 Person	
Saturday	AM	E1,E21, T31, E41	3 Person	
Saturday	PM	E1,E21, T31, E41	3 Person	
Sunday	AM	E1,E21, T31, E41	3 Person	
Sunday	PM	E1,E21, T31	3 Person	

Staffing Report from 4/14/2025 through 4/20/2025

Monday	AM	T21, E41	3 Person	
Monday	PM	E41	3 Person	
Tuesday	AM	E1,T21, T31, E41	3 Person	
Tuesday	PM	E1,T21, E41	3 Person	
Wednesday	AM	E1, T31, E41	3 Person	
Wednesday	PM	Full		
Thursday	AM	T21 3 Person	T31 Closed	
Thursday	PM	T21 3 Person	T31 Closed	
Friday	AM	E1,T21, T31, E41	3 Person	
Friday	PM	E1,T31, E41	3 Person	
Saturday	AM	E1,T31 3 Person	E41 Closed	
Saturday	PM	E1,T31 3 Person	E41 Closed	
Sunday	AM	E1,T21, T31, E41	3 Person	
Sunday	PM	E1,T21, T31, E41	3 Person	

NEBRASKA
Economic Development
Certified Community

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 4/21/2025 through 4/27/2025

Monday	AM	E1, T21, T31, E41	3 Person	
Monday	PM	E1, T31	3 Person	
Tuesday	AM	E1, T21, T31, E41	3 Person	
Tuesday	PM	E1, T21, T31, E41	3 Person	
Wednesday	AM	E1, T21, T31, E41	3 Person	
Wednesday	PM	E1	3 Person	
Thursday	AM	T31, E41	3 Person	
Thursday	PM	Full		
Friday	AM	T21 3 Person	E1 Closed	
Friday	PM	T21, E41 3 Perso	E1 Closed	
Saturday	AM	T31, E41 3 Person	T21 Closed	
Saturday	PM	E41 3 Person	T21 Closed	
Sunday	AM	E1, T21, T31, E41	3 Person	NO EMS
Sunday	PM	T21, T31, E41	3 Person	

NEBRASKA
Economic Development
Certified Community

Financials

The preliminary financial forecast for the year-to-date ending March 2025 shows a favorable $14.1 million variance to budget due to lower-than budgeted expenditures (less spending on the waterpark) and higher-than budgeted revenues (grants and revenue from the state). Many of the variances are timing issues and, at this time, the city is expected to perform as budgeted for the full year. Actual performance through the end of March 31, 2025:

City of Bellevue Nebraska
Six Months Ending March 31, 2025

	Actual	Budget	Budget Variance	Prior Year Actual	Total Full Year Budget
Revenues					
Property Taxes	$ 20,429,829.00	$ 20,727,154.00	$ (297,325.00)	$ 18,745,360.00	$ 40,532,996.00
Sales Taxes	9,361,887.00	10,124,200.00	(762,313.00)	8,929,463.00	20,248,400.00
Charges for Services	11,600,895.00	11,233,880.00	367,015.00	10,614,299.00	22,655,209.00
Occupation/Business Taxes	1,390,107.00	1,316,267.00	73,840.00	1,411,497.00	2,777,671.00
Other-Federal, State & Local Grants &	10,365,604.00	3,905,306.00	6,460,299.00	7,371,775.00	31,263,728.00
Bond Proceeds	30,007,045.00	30,000,000.00	7,045.00	11,158,778.00	75,319,000.00
Total Revenues	83,155,367.00	77,306,807.00	5,848,561.00	58,231,172.00	192,797,004.00
Expenditures					
Personnel	24,717,626.00	24,587,560.00	(130,066.00)	21,145,523.00	50,823,036.00
Department Expenditures	13,718,215.00	15,397,571.00	1,679,356.00	11,800,566.00	30,666,981.00
Capital Expenditures	7,123,367.00	14,496,283.00	7,372,917.00	16,314,080.00	100,345,948.00
Bond Payments	2,909,511.00	2,226,787.00	(682,724.00)	2,196,682.00	13,961,039.00
Total Expenditures	48,468,719.00	56,708,201.00	8,239,483.00	51,456,851.00	195,797,004.00
Net Revenues	$ 34,686,648.00	$ 20,598,606.00	$ 14,088,044.00	$ 6,774,321.00	$ (3,000,000.00)

Debt

The city continues to manage its debt. The bonded indebtedness of the City is $103,190,000 at 3/31/2025.

Finance Department

The unmodified, audited financial statements for the 2023-2024 fiscal year were issued March 31, 2025.

City of Bellevue
Public Works Administration
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Public Works Director's Report

April 30, 2025

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Public Works Administration:

- Reviewing Inspection Reports of the Fort Crook Bridge
- Working with Consultant to develop PW Dept Strategic Plan
- Finalizing 2025 Construction Projects
- Water Park Project Coordination

Engineering:

- Various project management projects
  - 2025 Concrete Rehab Project
  - Mission Ave Streetscape Project
  - Haworth Park and Bluff Street Lift Station Project
- Planning and P&I plan review as needed
- Projecting 2025 Projects and getting Proposals for Engineering work

Parks & Recreation:

- Summer Program Registration Ongoing
- Registration for Summer Programs
- Haworth Park Fence Construction Ongoing
- Tree Maintenance and Trimming in various parks
- Interviewing Summer Part Time Personnel
- Playground Inspections and Mulching

- Tree Trimming and Removal as Needed

Street Maintenance:

- Repairing signs and facilities damaged in recent windstorms
- Pothole repairs
- Sign and signal repairs
- Moving into Summer maintenance operations

Waste Water:

- Jetting
- Lift station inspections
- Public Outreach/Education for Solid Waste and CIPP Programs
- Projects let and awarded
    - CIPP Design Process
    - Bluff Street Lift Station plan
    - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for warm weather season

Fleet:

- Prep. Work on new Police Vehicles
- Typical City vehicle maintenance
- Annual Maintenance of warm weather equipment
- Assisting departments in purchasing of Capital funded vehicles

Building Maintenance:

- Misc Painting jobs
- Typical maintenance all city facilities
- Closed out indoor work and moving toward outdoor work
- Tuck Point of 1510 Wall underway
- Preparing Park restrooms for Summer use