Bellevue City Council Meeting ^^^+++Amended Agenda+++
Tuesday, April 16, 2024 6:00 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Michael Lusk, First Baptist Church, 112 E. 23rd Avenue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on 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. * Acknowledge receipt of the March 28, 2024 Planning Commission Minutes.
        2. * Approval of the April 2, 2024 City Council Minutes.
        3. * Acknowledge receipt of the March 12, 2024 Tree Board Meeting.
6. * APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
    a. Proclamation declaring April 16, 2024 as "Bellevue Woman's Club Day". (Mayor Hike)
    b. Presentation from Forvis on the Audit & Financial Statement for Fiscal Year 22-23, ending September 30, 2023. (Finance Director/Amy Shrek)
8. ORGANIZATIONAL MATTERS:
    a. * Recommend the following appointment of Kathy Radosta to the Tree Board Committee for a four-year term ending April 2028. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
    a. Ordinance No. 4152 - To amend Chapter 18 of the Bellevue Municipal Code by Amending Section 18-95 regarding parking of trucks and to provide an effective date and authorize Mayor to sign. (Code Enforcement)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
    a. Ordinance No. 4153: Request to rezone Lot 2, Menke's Second Addition, from BG to MU for the purpose of a mixed-use development, with site plan approval. Applicant: Housing Foundation for Sarpy County. General Location 2202 Pleasantview Lane. (Planning Director)
    b. Ordinance No. 4154: Request to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking. Applicant: City of Bellevue. (Planning Director)
    c. Ordinance No. 4155: Request to amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance, regarding billboard signs. Applicant: City of Bellevue. (Planning Director)
    d. Ordinance No. 4156: Amend Chapter 18 of the Bellevue Municipal Code by amending Section 18-76 pertaining to parking of recreational vehicles, trailers and boats. (Code Enforcement)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
    a. **+++** Approve and authorize the Mayor to sign the Real Estate Purchase Agreement for the purchase of land located on the southeast corner of Highways 75 and 34, in an amount of $5,950,000. (Economic and Community Development Director)
15. RESOLUTIONS:
    a. Resolution No. 2024-04: Request to approve the Redevelopment Plan for Lots 2, 4, & 5 and

Outlots A, D, E & F, Cardinal Commons (Phase II) and authorize the Mayor to sign. Applicant: Excel Development Group. General Location: 13th Street and Kasper Street. **(Public Hearing Required)**

b. Resolution No. 2024-05: Approve and authorize the Mayor to sign the Resolution No. 2024-05 and Construction Engineering Supplemental Agreement No. 1, 36th Street, N-370-Sheridan (MAPA-5061(5), CN 22276) with Olsson Agreement in the amount of $4,840.00. (Public Works Director)

c. Resolution No. 2024-06: Approve and authorize the Mayor to sign a resolution to adopt policies for applying Design Build and Construction Manager at Risk Contract Delivery System on City Projects as allowed by ACT. (Public Works Director)

16. CURRENT BUSINESS:

a. * Approve and authorize Mayor to sign the Community Development Block Grant (CDBG) 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)

b. * Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with Bellevue Junior Sports Association (BJSA) for the Sports Participation Assistance Program, in an amount not to exceed $6,000.00. (Finance Director/CDBG Program Specialist)

c. * Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with Lift Up Sarpy County for the Bellevue Community Assistance Program, in an amount not to exceed $47,643.00. (Finance Director/CDBG Program Specialist)

d. * Approve and authorize Chief Clary to sign the Memorandum of Understanding (MOU) with the Federal Bureau of Investigation (FBI) pertaining to Omaha Child Exploitation and Human Trafficking Task Force. (Police Dept./Capt. Melvin)

e. * Approve the Contract Agreement between the Bellevue Nebraska Police Department (BNPD) and New York University (NYU) to use FY23 Microgrant funds to implement the SAJE Policing Assessment tool through a subcontract with NYU Policing Project. (Police Chief)

f. Approve and authorize the Mayor to sign the agreement with Western Engineering Company, Inc. in the amount of $1,282,403.20, plus a 10% contingency of $128,240.32, for a total project cost of $1,410,643.52 for the 2024 Overlay Projects. (Public Works Director)

g. Approve and authorize the Mayor to sign the proposal for the purchase of twelve heat pump controllers from Control Masters for 1510 Wall Street building in the amount of $22,296.00. (Public Works Director)

h. Approve and authorize the Mayor to sign the quote from Meta Logos, Inc. for the purchase and installation of two exterior signs for the new library, in the amount of $10,584.75. (Public Works Director)

i. Approve and authorize the Mayor to sign the agreement with Alfred Benesch and Co. in the amount of $199,171.00 for professional engineering services for the 2024 Overlay Projects. (Public Works Director)

j. Approve and authorize the Mayor to sign the final payment application in the amount of $44,134.00 and approve Change Order No. 1 in the amount of $18,641.75 for the closing of project: Schilling Drive Bridge Removal (BPW #210719) with JMN Construction LLC. (Public Works Director)

k. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with Cardinal Development Group in order to facilitate the construction of Phase I Cardinal Commons. (Chief Building Official)

l. ^^^ Approve the purchase of shelving, courter-tops, and signage along with drop cart for the new library, from Midwest Storage Solutions, Inc. in an amount not to exceed $316,615.00 (with 25% down payment of $79,153.75, upon ordering). (Public Works Director)

m. ^^^ Approve the purchase of furniture and cabinets for the new library from AOI

Corporation, in an amount not to exceed $347,099.07 (with 50% down payment of $173,549.54 upon ordering). (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(April Report will be attached to the May 7th Council Packet)**
18. CLOSED SESSION:
19. ADJOURNMENT

*5b1.
4/16/2024

MINUTE RECORD

The Bellevue Planning Commission held a regular meeting on Thursday, March 28, 2024 at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Jacobson, Sims, Taylor-Jones, Aerni, Ackley, Lasenburg, Bennett, and Perrin. 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.

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

Motion was made by Ackley, seconded by Jacobson, to approve the minutes of the January 25, 2024 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

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

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

The following item was on the consent agenda.

Request to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking. Applicant: City of Bellevue. Case #:180

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

Motion was made by Lasenburg, seconded by Taylor-Jones, to Approve the Consent Agenda item as presented. Upon roll call, all present voted yes. Motion carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on May 7, 2024.

Aerni explained the public hearing procedures.

PUBLIC HEARING was held on a request to approve the Redevelopment Plan for Lots, 2, 4, & 5 and Outlots A, D, E & F, Cardinal Commons (Phase II). Applicant: Excel Development Group. General location: 13th Street and Kasper Street. Case #: ECD-63.

Aerni asked staff for updates. Palm stated there were no updates but gave a brief summary of the project. She stated the request is for an affordable senior housing project near 13th Street and Kasper Street. Palm said the project has two phases with phase I being approved last year and is now under construction. She stated the developer has reported approximately ten million dollars in TIF (Tax Increment Financing) expenses and has requested a TIF of two hundred and fifty thousand dollars. Palm said staff is supportive of this request, recommending approval based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, State Statutes, and the opportunity for infill development.

Andrew Willis, 233 S 13th Street, Lincoln, NE, was present on behalf of the applicant. Willis stated this might look familiar since it is phase II of the Cardinal Commons development. He said there will be 13 duplexes of affordable housing for 55 and older seniors. Willis stated the two hundred- and fifty-thousand-dollar TIF fills the gap in financing. He stated with affordable housing they place a land use restriction agreement on the project which means you cannot raise the rent making it difficult to pay for the development costs upfront. Willis stated the goal is to start construction next year and complete construction in 2026. He said this project is in response to some of the housing losses of the 2019 flooding.

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

MINUTE RECORD

Ackley stated he was supportive of the plan. He said the cover page states a total assessed value of one million three hundred eighty dollars, which divided by thirteen is one hundred- and six-thousand-dollar value for each duplex. Ackley questioned if that valuation was because of the Land Use Restricted Agreement. Willis stated there is a specific State Statute for the valuation of affordable housing.

MOTION was made by Ackley, seconded by Jacobson to recommend APPROVAL of a request to approve the Redevelopment Plan for Lots, 2, 4, & 5 and Outlots A, D, E & F, Cardinal Commons (Phase II). Applicant: Excel Development Group. General location: 13th Street and Kasper Street. Case #: ECD-63. APPROVAL based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on April 16, 2024.

PUBLIC HEARING was held on a request to rezone Lot 2, Menke's Second Addition, from BG to MU for the purpose of a mixed-use development, with site plan approval. Applicant: Housing Foundation for Sarpy County. General location 2202 Pleasantview Lane. Case#: Z-2402-01.

Aerni asked staff for updates. Palm stated there were no updates. She stated the Housing Foundation for Sarpy County has made a request to rezone this property from BG (General Business) to MU (Mixed Use). She stated their desire is to construct a mixed-use building with first level commercial use and three upper levels of multi-family residential. Palm said the building would have 22,484 square feet, with 5,300 square feet of commercial space and the remainder would be studio, one-bedroom and two-bedroom apartments. Palm stated staff has had extensive pre-application meetings with the applicant. She said the plan has been reviewed by the Planning, Fire, and Engineering Departments. She said the lot is currently zoned BG (General Business) which allows permitted uses such as a 24-hour convenience store, and various retail uses. Palm said staff's opinion is this building would be less of an impact on the adjacent single-family residential neighborhood. Palm said staff is recommending approval based on conformance with the Zoning Ordinance, Subdivision Regulations, and Fort Crook Road 2040 Plan as well as lack of perceived negative impact upon the surrounding area.

Trevar Veskrna, TD2 Surveying and Engineering, 10836 Old Mill Rd, Omaha, NE, was present on behalf of the applicant. He stated they have reviewed the Fort Crook Road 2040 Plan and this project aligns with that plan. Veskrna said there are 24 proposed apartment units with parking for those on site. He said the landscape plan will provide screening for those parking spots.

Bob Muse, 2108 Pleasantview Lane, Bellevue, NE, stated his concern was the increased traffic from the site and that traffic traveling through the neighborhood.

Ryan Mayer, 802 N. 6th Street, Bellevue, NE, stated his concern was the height of the building would cause him to lose his backyard privacy. Mayer stated with regards to the current zoning he doesn't think a gym or a convenience store would be built there because of the close proximity of a gym and convenience store close by. Mayer questioned if the apartments would be low-income apartments which would create a problem with crime in the area.

Muse questioned the definition of Mixed-Use. Palm stated the MU zone allows for commercial and residential uses on the lot.

Angie Mayer, 802 N. 6th Street, Bellevue, NE, stated she had concerns with the noise from construction and inquired how long the construction would take. She said she also had concerns with traffic traveling through the neighborhood. Mayer stated she feels the building would be an eyesore.

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

Carolyn Pospisil, 8214 Armstrong Circle, Bellevue, NE stated she was present on behalf of the Housing Foundation for Sarpy County. She said the apartments are a mix of studios and one- and two-bedroom apartments. Pospisil stated the rent for these apartments has not been determined because construction costs are still being calculated. She said the idea is that the apartments will be low-income affordable units. Pospisil stated they are willing to meet with the neighbors and discuss the plan.

Ackley questioned the repercussions of moving the building to the west and allow for more of the parking to the east. Palm stated the Public Works Department is requiring the building be lined up with

the existing drive on the south. Discussion ensued regarding the position of drives, easements, and the current location of the building on the lot.

Discussion ensued regarding the trash enclosure and if it could be moved to another location on the north side of the lot.

Ackley thanked the neighbors for coming and said that it is not unusual for apartments to be allowed and constructed next to residential neighborhoods. Discussion ensued regarding the landscape buffers and the height of the landscaping.

Jacobson stated with the landscaping and the retaining wall the neighbors will be shielded from some of the height of this building.

Discussion ensued regarding a different location for the trash enclosure. Palm stated the trash enclosure is typically not shown along a street frontage. She asked Veskrna if moving the enclosure to an area along the northwest side of the property would be possible. Veskrna stated there is an OPPD easement in that area so he would have to check with them for approval.

Motion was made by Ackley and seconded by Taylor-Jones to reopen the public hearing. Upon roll call, all present voted yes. MOTION carried unanimously.

Ryan Mayer stated the homes in this area typically do not have sidewalks so the increase in traffic in the neighborhood creates another concern for the safety of the children.

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

MOTION was made by Jacobson, seconded by Ackley to recommend APPROVAL of a request to rezone Lot 2, Menke's Second Addition, from BG to MU for the purpose of a mixed-use development, with site plan approval. Applicant: Housing Foundation for Sarpy County. General location 2202 Pleasantview Lane. Case#: Z-2402-01. APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, Fort Crook Road 2040 Plan and contingent on moving the trash enclosure to another location. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on May 7, 2024.

PUBLIC HEARING was held on a request to amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance, regarding billboard signs. Applicant: City of Bellevue. Case # 181.

Palm stated currently the ordinance requires that a billboard cannot be placed within a 150-foot radius of a residential zone. She said there are existing neighborhoods which might have a row of homes that were built in a BG (General Business) zoning district. Palm said these homes exist because prior to 2012 the city had a pyramidal zoning structure which allowed all of the lesser uses in the BG zone. She stated that was changed in 2012 which made these homes non-conforming but allowed them to exist as such. Palm said one neighborhood where this occurs is Nob Hill, so under the current code a billboard could be placed less than a 150-foot radius from a residence. She said the changes made to this section restricts a billboard to be constructed within a 150-foot radius from a residential use rather than a residential zone.

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

Discussion ensued regarding the boundary line for the 150-foot radius.

Sims questioned the effects of this amendment on existing billboards. Palm stated she is unaware of any existing but if there were they would be considered non-conforming which means they are allowed to exist but they would not be allowed to be enlarged or replaced if removed. Discussion ensued regarding the number of existing signs that would be considered non-conforming.

MOTION was made by Ackley, seconded by Lasenburg to recommend APPROVAL of a request to amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance, regarding billboard signs. Applicant: City of Bellevue. Case # 181. APPROVAL of the amendment as presented. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on May 7, 2024.

MINUTE RECORD

Meeting adjourned at 6:46 p.m.

Dianna Van Horn

Dianna Van Horn
Planning Secretary

MINUTE RECORD

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 2nd day of April 2024 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, and Thomas Burns. Absent: Kathy Welch.

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Jay Dunston, Bellevue Christian Center, 1400 Harvell Drive, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Approval of the March 19, 2024, City Council Minutes; Approval of Claims; and recommend the following reappointments of Tom Mruz, Nancy Scott, and Don Preister to the Tree Board Committee for four-year terms ending April 28, 2028.

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

SPECIAL PRESENTATIONS:

Proclamation declaring April 22, 2024 as "Earth Day" in Bellevue, NE. (Councilman Preister)

Mayor Hike read the proclamation declaring April 22, 2024 as Earth Day in Bellevue. He acknowledged members of Green Bellevue and Tree Board members who were present.

Ms. Victoria Bogatz, 2908 Halifax Drive, spoke on behalf of the recycling and composting program at Bellevue East High School.

Mr. Aarj Patel, 1709 Fort Crook Road, spoke on behalf of the composting program at Bellevue West High School.

Proclamation declaring April 26, 2024 as "Arbor Day" in Bellevue, NE. (Councilman Preister)

Mayor Hike read the proclamation declaring April 26, 2024 as Arbor Day in Bellevue.

Councilman Preister mentioned the tree board will be planting trees on Arbor Day at both Mission Middle School and Birchcrest Elementary School.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE RECEIVED

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4151: Request to rezone Lots 1 through 116, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A1 located in the Southeast ¼ of Section 20, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from RS-72 to RD-60-PS, RG-50-PS, RG-20-PS, MU, and BG for the purpose of residential and commercial development, with site plan approval; and Preliminary Plat Lots 1 through 116, and Outlots A through E, Cornhusker Creek. Applicant:

Cornhusker Creek, LLC. General Location: NW Corner of South 36th Street and Cornhusker Road.

Ordinance No. 4151: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about South 36th Street and Cornhusker Road, 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 Cook, seconded by Preister, to approve Ordinance No. 4151: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about South 36th Street and Cornhusker Road, more particularly described in Section 1 of the ordinance and to provide an effective date. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Request to Preliminary Plat Lots 1 through 116, and Outlots A through E, Cornhusker Creek.

Motion was made by Preister, seconded by Burns, to approve request to Preliminary Plat Lots 1 through 116, and Outlots A through E, Cornhusker Creek. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4152: To amend Chapter 18 of the Bellevue Municipal Code by Amending Section 18-95 regarding parking of trucks and to provide an effective date. (Code Enforcement)

Ordinance No. 4152: To amend Chapter 18 of the Bellevue Municipal Code by Amending Section 18-95 regarding parking of trucks and to provide an effective date was read for the second time and a public hearing was held.

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

No one 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 held April 16, 2024.

ORDINANCES FOR INTRODUCTION (First Reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Recommend approval of event application from Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m. on Saturday, June 8, 2024; Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m. on Sunday June 9, 2024; and Sunday, June 9, 2024 from 12:00 p.m. to 5:00 p.m. at American Heroes Park, Bellevue. (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 Casey, seconded by McCaw, to recommend approval of event application from Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m. on Saturday, June 8, 2024; Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m. on Sunday June 9, 2024; and Sunday, June 9, 2024 from 12:00 p.m. to 5:00 p.m. at American Heroes Park, Bellevue. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a Special Designated Liquor License application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m. on Saturday, June 8, 2024; Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m. on Sunday June 9, 2024; and Sunday, June 9, 2024 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue. (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 Cook, seconded by McCaw, to recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a Special Designated Liquor License application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m. on Saturday, June 8, 2024; Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m. on Sunday June 9, 2024; and Sunday, June 9, 2024 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.

Councilman Casey requested a clarification on the difference between Midlands Community Foundation and Bellevue Community Foundation. Mr. Jim Ristow, City Administrator, explained Midlands Community is over the Bellevue Community Foundation. All of Bellevue Community Foundation funds go to Midlands Community Foundation.

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

RESOLUTIONS: NONE

CURRENT BUSINESS:

Approve & authorize Mayor to sign bid from Best Cut Lawn Care to build a retaining wall at the Reed Community Center, in an amount not to exceed $45,305.00. (Public Works Director)

Motion was made by Casey, seconded by McCaw, to approve & authorize Mayor to sign bid from Best Cut Lawn Care to build a retaining wall at the Reed Community Center, in an amount not to exceed $45,305.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Approve the purchase of a Ventrac Tractor 4520 for the Parks Department, in an amount not to exceed $50,337.80. (Public Works Director)

Motion was made by Burns, seconded by Preister, to approve the purchase of a Ventrac Tractor 4520 for the Parks Department, in an amount not to exceed $50,337.80. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Approve and authorize the City Administrator to sign the Updated ADA Policy and the Title VI Nondiscrimination Assurances as the City's Responsible Agency Official. (Public Works Director)

Motion was made by Preister, seconded by Burns, to approve and authorize the City Administrator to sign the Updated ADA Policy and the Title VI Nondiscrimination Assurances as the City's Responsible Agency Official. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Approve and authorize the Mayor to sign the Local Match Agreement between the Omaha-Council Bluffs MAPA and the City of Bellevue for the Fort Crook Road Transit Planning and Environmental Feasibility Study to be completed by HDR, in an amount not to exceed $25,000.00. (Public Works Director)

Motion was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the Local Match Agreement between the Omaha-Council Bluffs MAPA and the City of Bellevue for the Fort Crook Road Transit Planning and Environmental Feasibility Study to be completed by HDR, in an amount not to exceed $25,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Approve and authorize Supplement Agreement #2 with Felsburg Holt & Ullevig to review traffic signal timing for improvement, in an amount not to exceed $3,030.00. (Public Works Director)

Motion was made by Burns, seconded by Preister, to approve and authorize Supplement Agreement #2 with Felsburg Holt & Ullevig to review traffic signal timing for improvement, in an amount not to exceed $3,030.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Approve and authorize the Mayor to sign the Bridge Investment Program and Capital Grant Federal Management Information System Project Agreement with NDOT and FHWA for JEO Consulting Group to complete a PEL Study to review alternatives for improvements of the Fort Crook bridge and corridor from Capehart Road interchange south to Fairview Road. (Public Works Director)

Motion was made by Preister, seconded by Cook, to approve and authorize the Mayor to sign the Bridge Investment Program and Capital Grant Federal Management Information System Project Agreement with NDOT and FHWA for JEO Consulting Group to complete a PEL Study to review alternatives for

improvements of the Fort Crook bridge and corridor from Capehart Road interchange south to Fairview Road. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports.
(Monthly reports are given at first Council Meeting of each Month - March report attached to April 2nd Council packet)

Discussion occurred on an update of the library, Good Life District Applications, and an update on ENCAP.

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Casey, seconded by Cook, the meeting adjourned at 6:33 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Shirley R. Harbin, Deputy City Clerk

Rusty Hike, Mayor

I, the undersigned, Deputy 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 2, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Shirley R. Harbin, Deputy City Clerk

TREE BOARD

City of Bellevue

March 12, 2024. Tree Board meeting minutes

Attendance: Don Preister, Scott Evans, Tom Mruz, Nancy Scott, and Deborah Woracek were present. Craig Kimball and Joanne were excused. Rob Clatterbuck has not responded to notices. Jim Shada did not attend the meeting.

Deborah had a hard copy of the hours and miles file available for people to update their contributions.

Tom (President Pro-tem, as our Vice President) asked for a motion to approve the minutes of the February 2024 meeting. Don said that his revisions were not mentioned in our comments, and he wondered if some of our group emails had gone to the spam folder and didn't get read. Deborah said she had not seen the email and will check when she is home. Don said that the corrected minutes will be sent to the city. Don made a motion that the final version of the February minutes be approved, Tom seconded the motion and all present approved. **Don and Deborah will coordinate to send the minutes to the city for filing.**

There was no **park report** as Jim Shada did not attend the meeting. Tom had not heard of parks work from either Jo or Jim Shada.

Old Business:

Year End Report update: Don reported that the city has approved the Year End Report that Deborah sent in on January 10, 2024.

City Grant

Tree Plotter Software update: Jo told Don that she had emailed both Jim Shada and Dave Goedeken about the status of the city getting their own copy of the software

as she would like to have it for her spring tree inventory addition and deletions. She has not heard back from either of them.

Tree Pruning Workshop: Tom would like to get any contacts we have for Bellevue 411, Facebook, etc. to announce the April 6 at 10 am at American Heroes Park with Graham Herbst for the tree pruning workshop. Tom believes we will have more volunteers with the 10 am start instead of the 9 am start. **Tom asked Scott to prepare a notice for Bellevue 411 and Don said he would get it to the proper contacts.** A rain date of April 13 was also set. **Tom will put the notice on Facebook and Don will announce it at Green Bellevue.** A short discussion about the proper care of pruners followed.

Arbor Day: Don was happy to announce that Mission Jr. High staff are excited to have us plant a tree for them. Birchcrest Elementary is also excited to have a tree planted. Both schools wanted us to plant on Arbor Day, which this year will be April 26. **Don will coordinate the times for both schools and let us know when to meet. He will order the trees from Papio Valley Nursery. Nancy agreed to pick up the trees with her truck, Don will check with Jo to get mulch. The official proclamation will be read at the Bellevue City Council's April 2, 2024 meeting. Don will bring originals to the plantings.** Both schools have committed to watering the trees for the first year. Nancy reminded the Board how the students at Bryan High School Arbor Day planting performed The Lorax by Dr. Seuss. She has fond memories of it and suggests that Don ask if either of this year's schools would consider reading it.

Earth Day: Tom asked Don how our plans are going. Don reported that on April 14th the city of Bellevue will hold a city-wide event at Bellevue University in the Administration Building from 1:30 to 3:30. We will have a table there. We are also going to have another table at the Omaha Area Earth Day event on April 27th to be held in Elmwood Park like last year. The Tree Board will have a table at both events with a few handouts. Nancy said she will look on her computer to see if she has possible handouts. After a short discussion it was decided we should all look for these possible handouts: how to plant trees, tree pruning, what trees to plant, and what are undesirable trees to plant. Don suggested we simply have one copy of each for people to photograph instead of giving away paper. All present agreed. Don reminded the Board that Green Bellevue will, again, pay for our tables at both events.

Oak Wilt Workshop in Bellevue Cemetery: Some Board members said they received an email from Jo stating that this workshop was canceled. Due to the confusion about this, it will be tabled until Jo is contacted about it.

Tree Festival Work: Prior to the meeting Don sent out an agenda for the Heroes Memorial Forest planting. He went over the email and asked for input from the Board. The date will be October 5 (with Oct.12 as the rain date) to be held at Hastings Banner Park from 9:30 to 12:30. The Memorials will also have any Sarpy County first responders who were killed in the line of duty as well as veterans. Diana Fiala is writing the grant to pay for the trees in the memorial forest as well as the 100 free trees (5ft.) to be given away to the public. There will be many vendors with information about local conservation agencies and proper tree care in the area. There will be 2 demonstrations of how to properly plant a tree – one before the volunteers plant the 50 memorial trees (at 9:30 after the welcome) and one before the tree give away (at 11am). Diana will help get volunteers lined up for the event. Alan at Papio Valley will provide the trees and the City Parks crew from Bellevue will pre-dig the holes. Don wondered if children's activities were needed, such as a bounce house. and it was decided to not have a bounce house as the parents tend to watch their child instead of visiting the information tables. Nancy reminded us of the portable sawmill that the Nebraska Forest Service may be able to provide. Graham told us last month that he could arrange that if we can arrange for logs for them to cut up. **Don will check with the city to see if large logs could be saved after the May city drop off.** Nancy suggested we ask local ROTC groups and Environmental clubs to come and help with the plantings. Plans for this event will be covered again next month.

New Business: Don pointed out that he, Nancy, Craig, and Tom's terms on the board will expire in April 2024. **Craig and Rob will be called by Don to see if they wish to remain on the Board.** Don, Tom, and Nancy all indicated they wish to remain as active members of the Board. Their new term will run from April 2024 until April 2028.

Tom asked if there was any further business. There being none, Nancy made a motion and Don seconded the motion that the meeting be adjourned. All were in favor.

The next meeting will be April 9, 2024, at 9am.

Respectfully submitted,

Deborah Woracek, Secretary

Bellevue Tree Board

Tentative agenda for April 9, 2024

Attendance
Volunteer Hours
Approve Minutes
Park Report – Jim
Old Business
Evaluation of Tree Pruning workshop
Oak Wilt Workshop in Bellevue Cemetery
Arbor Day:
Earth Day: Booth and poster
Bellevue 411 articles
New or returning Board Members
Renewing Board to Council
New Business
Tree City USA Growth Award
Tree Festival
Winter projects for next winter

MINUTE RECORD

CLAIMS FOR APRIL 16, 2024

MAYOR			
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE		46.39
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE		13.02
		$	59.41
CITY ADMINISTRATOR			
AMAZON.COM, LLC	PC-HOLE PUNCH		20.80
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE		200.46
BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	USSTRATCOM ANNUAL UPDATE 2024		750.00
CANTEEN REFRESHMENT SERVICES	COFFEE SUPPLIES		584.06
CAPITAL BUSINESS SYSTEMS, INC	2024/02/20-03/19 COPIER EXPENSE		50.19
CASEYS GEN STORE 2997	PC-GAS TO ATTEND CONFERENCE		44.01
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE		25.20
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE		3,780.88
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE		3,780.88
EXPRESS CARRIAGE PARK-LINCOLN	PC-PARKING FOR CONFERENCE		12.50
IDEAL PURE WATER COMPANY	BOTTLED WATER		69.90
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE		279.33
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE		90.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE		29.05
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE		80.99
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES		138.22
WSJ/BARRONS SUBSCRIPTION	PC-SUBSCRIPTION TO WALL ST		30.81
		$	9,968.00
LEGAL			
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE		92.78
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE		25.62
DROP BOX	PC-CASE MANAGEMENT 2024/02/23-03/23		19.99
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE		2,116.99
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE		2,116.99
NEBRASKA STATE BAR ASSOCIATION	PC-RENEW MEMBERSHIP		280.00
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE		49.29
PARK & GO CITY OF LINCOLN	PC-PARKING FOR CONFERENCE		7.50
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE		60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE		31.40
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE		55.19
		$	4,856.23
CABLE ADVISORY			
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE		46.39
B & H PHOTO-VIDEO	PC-PROFESSIONAL MICROPHONE, CAMERA		4,875.18
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE		8.68
COX BUSINESS SERVICES	2024/03/19-04/18 MONTHLY SERVICE		9.04
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE		4,248.42
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE		4,248.42
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE		246.47
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE		60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE		26.69
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE		34.29
STACI NELSON	REIMB LOCAL MILEAGE		169.15
YTD VIDEO DOWNLOADER	PC-SUBSCRIPTION		47.88
		$	14,021.09

PC-Purchases made with P-card

MINUTE RECORD

CLAIMS FOR APRIL 16, 2024

CITY CLERK		
AMERICAN LEGAL PUBLISHING CORP	2024 CODE PROGRAM SUBSCRIPTION	399.00
CAPITAL BUSINESS SYSTEMS, INC	2024/02/26-03/25 COPIER EXPENSE	119.95
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	13.02
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	2,768.64
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	2,768.64
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE	427.21
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	26.22
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	33.81
SHIRLEY HARBIN	2024/03/17-22 REIMB FORCMC CERTIFICATION-MILEAGE & PER DIEM	455.82
SUSAN KLUTHE	REIMB FOR OFFICE SUPPLIES	164.98
		$ 7,237.77
FINANCE/RISK MANAGEMENT		
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, SAFETY HATS	161.45
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	144.20
CAPITAL BUSINESS SYSTEMS, INC	2024/02/20-03/19 COPIER EXPENSE	160.49
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	63.10
CNA SURETY DIRECT BILL	PC-SURETY BOND 2024/04/24-2025/04/24	500.00
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	6,079.30
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	6,079.30
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE	361.49
PARK & GO CITY OF LINCOLN	PC-PARKING FOR CONFERENCE	16.25
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	95.30
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	147.70
		$ 14,080.50
LIBRARY		
AMAZON.COM, LLC	PC-EXTENSION CORDS, PROGRAM SUPPLIES, OFFICE SUPPLIES, VIDEOS, BOOKS	2,368.49
CAPITAL BUSINESS SYSTEMS, INC	2024/02/29-03/30 COPIER EXPENSE	681.55
CENGAGE LEARNING, INC	BOOKS	54.38
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	313.59
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	43.41
CITY OF BELLEVUE	PROGRAM SUPPLIES, SUPPLIES	14.29
DEMCO	LIBRARY BOOK CARTS	1,740.02
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	7,731.02
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	6,253.51
FIRESPRING, INC	PC-2024/03/31M WEBSITE SERVICES	165.00
HP.COM	PC-PRINTER	278.18
INGRAM LIBRARY SERVICES	BOOKS	2,421.33
MATRIX BUSINESS SYSTEMS INC	2024/03/01-03/29 COPIER EXPENSE	19.68
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE	1,710.54
PLYMOUTH ROCKET, INC	MUSEUM PASS SOFTWARE	600.00
QUADIENT LEASING USA, INC	PC-2024/03/08-06/07Q POSTAGE METER LEASE	282.33
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	211.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	79.13
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	112.11
SCOTT WELCH	2024/04/30M MONTHLY WEB HOSTING	125.00
TRISTAR	2024/02/29M CLAIMS-CITY OF BELLEVUE	146.15
VERIZON WIRELESS	2024/03/17-04/16 MONTHLY SERVICE	200.05
		$ 25,551.44

PC-Purchases made with P-card

MINUTE RECORD

CLAIMS FOR APRIL 16, 2024

ADMINISTRATIVE SERVICES/PERSONNEL		
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	139.17
BELLEVUE PRINTING COMPANY	BUS TICKETS PRINTING	297.05
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	60.66
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	11,678.59
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	11,678.59
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE	456.22
ONE SOURCE	2024/03/01-04/01 BACKGROUND CHECKS	106.50
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	96.52
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	125.81
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,159.39
		$ 27,070.42

CODE ENFORCEMENT		
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, CAMERAS	324.93
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	432.15
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	25.51
CLAYTON GRUHN	CUT DOWN ASH TREE-1805 FARRELL DR	1,895.00
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	8,034.25
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	8,034.25
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE	120.56
PAPILLION SANITATION	2024/03/14 CODE DUMPSTER	502.98
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	181.44
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	65.16
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	82.30
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	578.78
		$ 20,277.31

PUBLIC WORKS		
ALFRED BENESCH & COMPANY	BPW-240119 2024 MS4 REPORTS 2024/01/22-03/10	1,597.39
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, SMART TV & MOUNT	471.93
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	432.15
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	52.09
CITY OF BELLEVUE	SARPY CNTY REG OF DEEDS- FILING FEES, WAIVERS	78.00
COLUMN SOFTWARE, PBC	PC-NOTICE FOR BIDS	23.95
CROWNE PLAZA HOTEL	PC-LODGING FOR CONFERENCE	167.21
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	6,730.95
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	7,556.81
JEO CONSULTING GROUP, INC	BPW-230510 ASST W/PCSMP REVIEW THRU 2024/03/22	4,210.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	244.85
NEBRASKA USER GROUP	PC-REGISTRATION FOR CONFERENCE-KRAGER	185.00
OLUWASENI SHANEE ADELUNKE	REIMB MILEAGE FOR SEMINAR	63.67
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE	202.46
ONE CALL CONCEPTS	2024/03/31M LOCATES	880.54
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	181.44
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	79.29
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	118.83
TRISTAR	2024/02/29M CLAIMS-CITY OF BELLEVUE	1,258.90
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	46.69
		$ 24,582.15

PC-Purchases made with P-card

MINUTE RECORD

CLAIMS FOR APRIL 16, 2024

PARKS		
ALL-BRITE GLASS & SCREEN CO	PC-PLAYGROUND GLASS REPAIR	625.00
AMAZON.COM, LLC	PC-OFFICE SUPPLIES	40.79
A-RELIEF SERVICES	2024/03/31M PORTABLE RESTROOMS	1,275.00
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	86.43
BIG RED LOCKSMITHS	REKEY PANIC BARS, DUPLICATE KEYS	229.00
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	39.06
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	9,816.69
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	8,339.18
GAMETIME	PLAYGROUND EQUIPMENT	14,584.56
HDR ENGINEERING, INC	BPW-211123 HAWORTH WW COLLECTION SYSTEM 2024/02/25-03/30	13,843.51
MENARDS	PC-PLAYGROUND SUPPLIES, TOOL BOX	369.43
NEBRASKA TURFGRASS ASSOCIATION	PC-RENEW MEMBERSHIP-BLACKBURN	250.00
NeRPA	PC-RENEW MEMBERSHIP	70.00
OMAHA PUBLIC POWER DISTRICT	2024/01/31-03/01 MONTHLY SERVICE	2,576.19
PRECISE MRM LLC	FLAT DATA PLAN	299.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	383.44
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	93.10
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	113.04
SITEONE LANDSCAPE SUPPLY	EYELETS, SHIFT CABLE	14.94
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,240.69
WESTLAKE ACE HARDWARE	PC-TOOL BOX, PARK SUPPLIES, PAINT	302.25
ZEP SALES AND SERVICE	ZEP ERASE	168.96
		$ 54,760.26
RECREATION		
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	92.78
CAPITAL BUSINESS SYSTEMS, INC	2024/02/18-03/17 COPIER EXPENSE	23.79
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	54.84
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	2,768.64
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	2,768.64
MIDWEST IMPRESSIONS	FLAG FOOTBAL SHIRTS, SOCCER SHIRTS	3,786.00
OMAHA PUBLIC POWER DISTRICT	2024/02/20-03/21 MONTHLY SERVICE	191.49
PRECISE MRM LLC	DATA & SOFTWARE SERVICES	92.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	9.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	27.95
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	39.43
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	246.48
		$ 10,101.72
FACILITY MAINTENANCE		
AE SUPPLY	OUTDOOR DRINKING FOUNTAIN-WASHINGTON PARK	2,900.00
AMAZON.COM, LLC	PC-BACKSPLASH, TOOLS	149.33
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	139.17
BIG RED LOCKSMITHS	PASSAGE LEVER	125.00
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	4.34
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	13,282.74
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	13,282.74
FIRE PROTECTION SERVICES, LLC	SERVICE CALLS FOR AHU DUCT TROUBLE	920.00
HEARTLAND PNEUMATIC	RELEASE AIR FROM REGULATOR	373.00
HELM SERVICE	RESET POWER TO CONDENSING UNIT	465.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	27.75

MINUTE RECORD

CLAIMS FOR APRIL 16, 2024

FACILITY MAINTENANCE (cont'd)		
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	140.59
KEN BROOKE ROOFING, INC	GUTTER & DOWNSPOUT-GOLDENROD	2,000.00
MENARDS	PC-LIGHTS, SUPPLIES, CONCRETE, TOOLS	1,179.24
MMC MECHANICAL CONTRACTORS, INC	BOILER CONTROLS DOWN-PLANNING, HP NOT WORKING-RECORD ROOM	2,822.50
NEBRASKA STATE FIRE MARSHALL	2024/03/27 ANNUAL ELEVATOR INSPECTION	120.00
OMAHA DOOR & WINDOW COMPANY, INC	LIFT MASTER GATE OPERATOR-TRAINING SITE	841.86
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE	1,035.07
PRECISE MRM LLC	DATA & SOFTWARE SERVICES	115.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	272.16
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	87.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	106.65
SHERWIN WILLIAMS CO	PC-PAINT-PD BREAKROOM	61.45
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	2,093.55
TK ELEVATOR CORPORATION	2024/04/30M ELEVATOR MAINTENANCE	529.98
TRICO MECHANICAL SERVICES	CAPACITOR, BELTS, CO2, FILTER-SENIOR CTR	645.49
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	363.79
WESTLAKE ACE HARDWARE	PC-PAINT SUPPLIES, HANGERS, BATTERIES	136.30
WESTLAKE ACE HARDWARE	PAINT SUPPLIES	16.54
		$ 44,237.16
CEMETERY		
2DOGS CONCRETE DESIGNS, LLC	HEADSTONES	1,180.00
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	46.39
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	4.34
COX BUSINESS SERVICES	2024/03/22-04/21 MONTHLY SERVICE	91.99
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	2,942.85
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	2,942.85
MENARDS	PC-TOP SOIL, SUPPLIES	324.43
OMAHA PUBLIC POWER DISTRICT	2024/02/20-03/21 MONTHLY SERVICE	679.89
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	90.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	28.42
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	34.96
SITEONE LANDSCAPE SUPPLY	PC-GRASS SEEDS	1,037.29
		$ 9,404.13
STREETS		
ALFRED BENESCH & COMPANY	BPW-230104 2023 OVERLAY PROJ 2024/02/12-03/10	1,041.75
ALL PURPOSE CONSTRUCTION	BPW-230105 ODORANT BLDG REMODEL THRU 2024/03/31	34,535.70
AMAZON.COM, LLC	PC-VACUUM CLEANER, TOOLS, BATTERY CHARGER	454.45
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	231.95
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	39.06
CITY OF BELLEVUE	SARPY CNTY DMV-VEHICLE REGISTRATION-STREETS	17.00
CONCRETE SUPPLY, INC	CONCRETE	14,220.50
DYLAN DOWELL	REIMB MILEAGE FOR CDL CLASSES	321.60
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	45,383.85
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	45,850.15
EXPRESS CARRIAGE PARK-LINCOLN	PC-PARKING FOR CONFERENCE	12.50

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STREETS (cont'd)		
FELSBURG HOLT & ULLEVIG, INC	BPW-240123 SIGNAL IMPROVMENTS 2024/02/08-02/29	24,000.00
FELSBURG HOLT & ULLEVIG, INC	BPW-240110 FT CROOK & FAIRVIEW STUDY 2024/02/08-02/29	10,170.00
INDEPENDENT SALT CO	SALT/ICE CONTROL	12,978.05
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE IMP 2024/01/27-02/23/24	11,598.46
KYLE WARING	REIMB MILEAGE FOR CDL CLASSES	206.36
MENARDS	PC-NAILS, SPRAYER, LIGHTS, LANDSCAPE BLOCKS	182.49
MENARDS - RALSTON	PC-LIGHTS FOR SIGN UNITS	188.73
METRO LANDSCAPE MATERIALS AND	MULCH	264.00
METRO LEASING	8748 LEASE-2024/03/25 INT'L TRUCKS (6)	26,953.86
MICHAEL TODD INDUSTRIAL SUPPLY	V LOK WEDGE & ADAPTER	1,767.00
OMAHA PUBLIC POWER DISTRICT	2024/01/31-03/01 MONTHLY SERVICE	106,195.41
OMNI ENGINEERING	ASPHALT	1,702.75
PRECISE MRM LLC	FLAT DATA PLAN	1,219.00
READY MIXED CONCRETE COMPANY	CONCRETE	29,125.21
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	1,078.96
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	337.24
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	412.78
SHERWIN WILLIAMS CO	WHITE & YELLOW TRAFFIC PAINT	5,044.40
SUBSURFACE SOLUTIONS	LOCATOR, TRANSMITTER, CHARGER, RAM MOUNT, MAPS	11,253.20
UMB BANK - TRUST OPERATIONS	HWY ALLOC FUND PLEDGE BONDS 2021 $5,850,000 DTD 2021-08-20	58,500.00
UNITED SEEDS	SUPER TURF 2	825.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	5,920.58
UTILITY EQUIPMENT COMPANY	15 INCH HDPE PIPE	577.60
WESTLAKE ACE HARDWARE	PC-TOOLS	23.16
		$ 452,632.75

FLEET MAINTENANCE		
911 CUSTOM, LLC	OUTPUT EXPANSION MODULE, QUICKFIT ROOF PLATFORM, LINEARS LED LIGHTS, ION LIGHTS	7,021.88
AA WHEEL & TRUCK SUPPLY, INC	PC-SPINDLES, BEARINGS, SEALS	348.54
AGRIVISION EQUIPMENT GROUP	PC-OIL PUMP, RETAINERS, PARTS, PISTON, BUSHINGS	733.47
ALLIED OIL & SUPPLY COMPANY	OIL, DRY DIESEL	5,911.32
AMAZON.COM, LLC	PC-BATTERY CHARGER, SPEAKER, PLUGS, BEARING BALLS, TRAILER HITCH, LAZE BELTS, HARNESS,	2,560.32
ARROW TOWING	HEAVY DUTY TOW CHARGES	790.00
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	46.39
AUTO VALUE PARTS - SOUTH OMAHA	STEERING TIE ROD END, DRAG LINK, BATTERY MONITOR	387.54
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BRAKLEEN, STAND, GATES, MUFFLER CLAMPS, BEARING PACKERS	3,263.91
AVERY RENTS	PROPANE FOR FORKLIFT	25.13
BAUER BUILT TIRE & SERVICE	PC-TIRES	3,741.94
BAXTER FORD	PC-LATCH, RING, ALTERNATOR, SHAFT, HITCH, STEP ASSY	3,851.23
BIG RIG TRUCK ACCESSORIES	POWER UNIT AND HOIST	1,891.06
BOBCAT OF OMAHA	PC-BELT DRIVER, CLAMPS, FILTERS, SPRINGS	427.84
CAPITAL BUSINESS SYSTEMS, INC	2024/02/20-03/19 COPIER EXPENSE	77.76
CENTRAL STATES BUSINESS SALES	PC-UNIVERSAL LATCH KIT	90.84
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	30.38
COLOR RITE DIST. EAST, INC	PC-TOUCH UP PAINT	82.90

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FLEET MAINTENANCE (cont'd)

CORNHUSKER INTERNATIONAL TRUCKS	PC-EXHAUST CLAMPS, NUTS, COOLANT, HOSES, EXTENSIONS, FRONT GUARDS	2,213.38
COVERCRAFT INDUSTRIES	PC-SEAT COVERS	329.39
DEXTER 120	PC-STAKE POCKETS	241.20
DILLON BROTHERS H-D BUELL	PC-OIL, FILTER, SPARK PLUGS, FOG LAMP, RELAYS	982.25
DULTMEIER SALES LLC	PC-VALVE, SPIDER	159.35
EDWARDS CHRYSLER DODGE JEEP RAM	PC-HEATER HOSES, REAR PLATES, CORE	609.30
ELKHART BRASS MFG CO	PC-REBUILD PISTON INTAKE	2,094.40
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	20,294.85
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	20,294.85
FACTORY MOTOR PARTS CO	RESERVOIR HOSE ASSEMBLY	41.45
FLEET PRIDE	PC-EQUILIZER, BUSHINGS, PARTS	494.55
GRAINGER	LAB COAT, GLOVES	120.34
HARBOR FREIGHT TOOLS	PC-WINCH	314.99
HENDERSON PRODUCTS, INC	SPINNER MOTOR FOR PLOW TRUCKS	437.35
HOSE & HANDLING, INC	PC-HOSE	10.85
IDEAL PURE WATER COMPANY	BOTTLED WATER	103.00
INLAND TRUCK PARTS CO	PC-GASKET, NYLON TUBING	100.84
INTERSTATE BATTERIES	PC-BATTERIES	353.85
J & J SMALL ENGINE SERVICE	PC-ANTI SCALP ROLLER, AXLE, NUTS, WHEEL, TIRES, COTTER PINS, ROLLER AXLE	1,479.52
JIM HAWK TRUCK TRAILERS	PC-PIGGY BACK KIT	132.64
JONES AUTOMOTIVE	DOME LIGHT	411.00
KEYMASTERS OF GREATER OMAHA, INC	PC-DUPLICATE KEYS	114.60
KRIHA FLUID POWER CO	PC-GAUGE, REGULATOR, FITTINGS, SEAL DRAIN, HOSE ASSEMBLY	1,414.36
MACQUEEN EMERGENCY GROUP	PC-CONVEYOR BELT, SUSPENSION SPRINGS, CALIPERS, SHOE RUNNERS	9,350.19
MATHESON TRI-GAS INC	PC-WELDING SUPPLIES	184.42
MENARDS	PC-SPRAY PAINT, BATTERIES, BLASTING CRYSTALS, PAINT, CONCRETE, CLEANING SUPPLIES, WIRE	231.04
MICHAEL TODD INDUSTRIAL SUPPLY	PC-DUMP BODY UP INDICATOR	115.02
MICHAEL TODD INDUSTRIAL SUPPLY	PC-TRACTOR CROSS CHAIN HOOK	113.82
MILLARD METAL SERVICES	STEEL RECT TUBE	257.00
MILLARD METAL SERVICES	METAL FOR ST110	100.00
MURPHY TRACTOR	PC-LATCHES, SCREWS, SNAP RINGS, DUST SHIELD	951.72
NAPA AUTO PARTS	FILTERS, CLAMPS, FITTINGS, STRUTS, CABLES, CRANKCASE FILTERS, GROMMETS, SHOCKS	2,853.77
NEBRASKA IOWA INDUSTRIAL FASTENERS,	CONNECTORS, NUTS, DRILL BITS, EYELETS, PARTS	2,762.14
NMC GROUP, INC	PC-TUBE ASSEMBLY	584.33
OMAHA PUBLIC POWER DISTRICT	2024/02/21-03/22 MONTHLY SERVICE	1,054.84
O'REILLY AUTO PARTS	PC-BLADES, DEGREASER, PARTS	159.92
QUALITY TIRE, INC	PC-TIRES	500.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	483.84
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	173.80
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	219.97
RIVER CITY/METRO LANDSCAPING RECYCLING	MIXED TIRES RECYCLING	966.00
ROMAINE ELECTRIC CORP	PC-CHARGER	187.93
SEAGRAVE FIRE APPARATUS, LLC	PC-GAUGE	851.90
SOUTHERN CARLSON, INC	PC-PARTS WASHER SOAP, PAILS	852.00
STATE STEEL	PC-STEEL	2,713.52
SUSPENSION SHOP	PC-U BOLTS	264.00
SWAN ENGINEERING, LLC	PC-O-RINGS, DUROMETER, O-RINGS	116.85
TOMASEK MACHINE SHOP	PC-RESURFACE OIL PAN	295.00

FLEET MAINTENANCE (cont'd)		
TOOL SHED OF OMAHA	PC-CARBIDE TIP HOLE SAW, CHISEL, CARBIDE HOLE SAW	627.56
TOYNE, INC	120 V CONNECTOR, VALVE, TRANSDUCER, SENSORS	1,952.84
TRI-V TOOL & MFG CO	PC-NEW BED PLATES FOR DUMP TRUCK	1,430.00
TRUCK CENTER COMPANIES-OMAHA	PC-FUEL TANK MOUNT, BOLTS, CLEVIS, VALVE, FITTINGS	1,105.34
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	464.31
VERMEER HIGH PLAINS	PC-STARTER	591.10
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	299.25
WELDON PARTS INC	PC-TRANSMIITER ASSEMBLY	690.08
WESTLAKE ACE HARDWARE	PC-SUPPLIES	10.70
WOODHOUSE FORD OF OMAHA	PC-TUBE ASSEMBLY, REPAIR REAR AXLE	761.13
		$ 118,306.09
SOLID WASTE		
PAPILLION SANITATION	2024/02/27-03/12 GLASS RECYCLING	571.10
PAPILLION SANITATION	2024/03/31M TRASH HAULING FEES	347,164.07
		$ 347,735.17
PLANNING		
ANGELA M CURRY	REIMB NPZA CONFERENCE EXPENSES	388.70
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	46.39
CAPITAL BUSINESS SYSTEMS, INC	2024/02/18-03/17 COPIER EXPENSE	51.65
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	13.02
COLUMN SOFTWARE, PBC	LEGAL AD	24.07
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	2,950.07
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	2,950.07
OLSSON ASSOCIATES	COMPREHENSIVE PLAN UPDATE THRU 2024/03/09	19,114.92
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE	183.13
PAPIO MISSOURI RIVER NRD	PAPIILLION CREEK WATERSHED PARTNERSHIP DUES	62,400.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	90.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	37.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	53.02
		$ 88,303.44
PERMITS & INSPECTIONS		
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	278.34
CAPITAL BUSINESS SYSTEMS, INC	2024/02/18-03/17 COPIER EXPENSE	123.12
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	21.70
CORNHUSKER AUTO WASH	VEHICLE WASH	22.42
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	13,845.05
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	12,481.59
EVERLIGHT SOLAR	REFUND 80% OF FEES PAID-PROJECT CANCELLED	429.28
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE	244.69
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	93.42
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	120.94
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	932.94
		$ 28,835.41
POLICE		
88 TACTICAL GROUP INC	2024/05/08 RANGE USE	300.00
AARDVARK	SWAT VESTS AND RIFLE PLATES	4,240.00
ABM SUPPLY	BALLISTIC HELMETS & COMM HEADSETS	1,409.00
AC HOTELS BY MARRIOTT	PC-LODGING-CLARY	299.15
ALAMO RENT-A-CAR	PC-CAR RENTAL-CLARY	22.60
AMAZON WEB SERVICES, INC	2024/03/31M MONTHLY WEB SERVICES	1,012.33

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POLICE (cont'd)

AMAZON.COM, LLC	PC-OFFICE SUPPLIES, RESTRAINTS, STGE CABINET, TRNSFR CABLE, GUN SFE LOCKS, DOCKING STATIONS, MICROWAVE, GUN CLEANER	4,730.54
APD LOCKSMITH	DUPLICATE KEYS	42.00
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	4,260.92
ATHLETICO PHYSICAL THERAPY	POST OFFER SCREENING	120.00
AVERY L LOSCHEN	2024/05/31M K9 BUILDING RENT	1,300.00
BENEFIT PLANS	2024/04/30M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BROWNELLS	FRONT SIGHTS, LUBRICANT, TRIGGER	597.42
CANDLEWOOD SUITES	PC-LODGING FOR TRAINING-K MANNING	246.90
CAPITAL BUSINESS SYSTEMS, INC	2024/02/17-03/16 COPIER EXPENSE	251.63
CARDIO PARTNERS, INC	SIMULAIDS RESCUE MANIKIN	2,634.28
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	371.92
CITY OF BELLEVUE	DUSTIN FRANKS-REIMB FOR DAMAGED SHIRT	47.46
CITY OF BELLEVUE	MATT HOFFMAN-REIMB FOR LT BARS	24.90
CITY OF BELLEVUE	SARPY CNTY DMV-VEHICLE REGISTRATION-POLICE	27.00
COX COMMUNICATIONS	SUBPEONA FOR RECORDS	50.00
CRISIS SYSTEM MANAGEMENT	PC-HOSTAGE NEGOTATIONS-WRIGLEY	612.69
CRITICAL INCIDENT REVIEW	PC-ENHANCED FORCE INVESTIGATIONS-STUCK	997.00
CRYSTAL KENNY	REIMB TRAINING EXPENSES, UAG LICENSE	499.50
CULLIGAN OF OMAHA	2024/03/31M BOTTLED WATER	426.55
DEFENSIVE EDGE TRAINING	PC-ARMORER CLASS-PLEISS, HOLWERDA	1,100.00
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	160,078.78
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	159,238.96
ENTERPRISE FM TRUST	2024/03/31M - DEA VEHICLE LEASE	557.32
FBI NAT'L ACADEMY ASSOCIATION	PC-CONFERENCE-MELVIN	560.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	17.54
FORCE SCIENCE INSTITUTE	PC-FORCE SCIENCE REGISTRATION-HAVERTY	1,399.00
GALLO PROFESSIONAL POLYGRAPH SERVICES,	POLYGRAPH SERVICE	400.00
GALL'S, LLC	EXPANDABLE BATON HOLDER, DUTY BELT KITS	364.38
GREAT PLAINS UNIFORMS	VIPER CAPS, SEW PATCHES, BALLISTIC VEST	1,430.00
HAMPTON INN	PC-LODGING FOR TRAINING-MARRS	214.00
HOPE VALENTINE, LLC	MENTAL HEALTH SCREENING-MAR 2024	600.00
IDEAL IMAGES, INC	CONDOR ATS	78.00
INFOSAFE SHREDDING	ON-SITE SHREDDING	180.00
INTERNATIONAL ASSOCIATION FOR PROPERTY AND EVIDENCE	PC-PROPERTY & EVIDENCE-DUCKER	370.00
INTERNATIONAL ASSOCIATION OF CRIME	PC-CRIME ANALYSIS-ZALESKI	395.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	158.03
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	243.92
MENARDS	PC-SUPPLIES, CABINETS, COUNTERTOPS	1,616.09
MNJ TECHNOLOGIES DIRECT, INC	WI-FI EXTENDER, CLOUD LICENSE 5YRS LICENSE 2024/03/27-2029/03/27	1,954.00
MOBILE WRAPS LLC	PC-VEHICLE WRAP	3,600.00
MOTOROLA SOLUTIONS, INC	SHIRT CLIP MOUNTS	276.00
MYZONE, INC	PC-WELLNESS PROGRAM-FEB 2024	75.00
NATIONAL ASSOCIATION OF SCHOOL RESOURCES OFFICERS	PC-NASRO REGISTRATION-MOORE, VANN	800.00
NAT'L TACTICAL OFFICERS ASSOCIATION	PC-BASIC COMMAND CERTIFICATION-MILLER	779.00
NEBRASKA FURNITURE MART	REMOTE KIT, FURNITURE, REFRIGERATOR-BREAKROOM	2,953.92
OMAHA DOOR & WINDOW COMPANY, INC	DOOR & FRAME-BREAKROOM-PD	1,485.92
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE	4,387.06
PAT KOCHENDERFER	CONTRACTED HOURS MAR 2024	697.67
PORTABLE STORAGE OF NEBRASKA, LLC	PC-EVIDENCE STORAGE 2024/02/26-04/01	328.00
PRIORITY 1 FITNESS	REPAIR FITNESS EQUIPMENT	676.34

POLICE (cont'd)		
PROFESSIONAL GLASS TINTING	FROST FILM FOR WINDOWS & DOORS	1,275.41
PUBLIC AGENCY TRAINING COUNCIL	PC-CRIME INVESTIGATION REGISTRATION-PARSONS	425.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	4,104.16
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	1,045.15
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	2,358.67
REMOTE TACTICAL SOLUTIONS GROUP LLC	INTERIOR TACTICAL TRAINING	1,500.00
RENEE MITCHELL	UNDERSTAND EBP & DATA TRAINING	4,900.00
RESTAURANT FURNITURE COM	PC-BREAKROOM BUILDOUT	4,100.00
RYAN LUDLOW	REIMB TRAINING EXPENSES	324.50
SOUTHWEST AIRLINES	PC-AIR FARE-CLARY	781.97
THE MIRAGE HOTEL AND CASINO	PC-DEPOSIT FOR LODGING-CLARY	83.90
TRISTAR	PREFUND INV# 031224-231097426	22,742.45
TRISTAR	PREFUND INV# 032024-21846333	12,015.01
TRISTAR	PREFUND INV# 032024-221056340	33,176.25
TRISTAR	2024/02/29M CLAIMS-INV# 0224-CITY OF BELLEVUE	65,315.12
TYLER BROM	REIMB TRAINING EXPENSES	324.50
U.S. CELLULAR	2024/03/04-04/03 MONTHLY SERVICE	88.96
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	936.00
UNMANNED VEHICLE TECHNOLOGIES, LLC	MULTI CHARGER	544.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	12,665.69
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	(285.91)
VISTA PRINT	PC-BUSINESS CARDS	29.87
WESTLAKE ACE HARDWARE	PC-SUPPLIES	59.93
WOODHOUSE CHRYSLER DODGE JEEP-	PC-LEASE VEHICLE REMAINDER OF LEASE PAYMENT	508.00
ZERO9 HOLSTERS	BODY CAM CASES	290.65
		$ 549,664.56

FIRE & RESCUE		
AMAZON.COM, LLC	PC-SLIP ON BOOT COVERS, KITCHEN SUPPLIES, EAR MUFFS, BATTERIES, SUPPLIES	565.49
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	1,901.46
AVERY RENTS	PC-PROPANE FOR TRAINING	60.59
BELLEVUE UNIVERSITY BUSINESS OFFICE	PC-CAREER FAIR REGISTRATION FEE-MCCORMICK	60.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	612.75
CENTURY LINK	2024/03/22-04/21 MONTHLY SERVICE	110.63
CITY OF BELLEVUE	SARPY CNTY DMV-VEHICLE REGISTRATION-FIRE	17.00
DULTMEIER SALES LLC	PC-COUPLINGS FOR TOWER FOR TRAINING	247.16
EC DATA SYSTEMS, INC	PC-SHARE OF FAX SERVER 2024/02/29M	7.95
EILEEN'S COOKIES	PC-COOKIES FOR CEREMONY	187.50
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	111,406.27
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	123,363.13
FIREBLAST GLOBAL	PC-PARTS FOR PROPS FOR TRAINING	133.72
GRAINGER	PC-BLOWER PARTS FOR TRAINING	253.65
GREAT PLAINS UNIFORMS	UNIFORM, NAME PLATES, METAL TAGS	2,748.68
KNOX COMPANY	CLOUD LICENSE 2024/04/28-2025/04/28	584.00
MACQUEEN EQUIPMENT, LLC	BUNKER GEAR FOR NEW RECRUITS	21,135.00
MENARDS	PC-BUNKER GEAR DRYER PARTS, DOOR SPRAY	1,231.09
MENARDS - RALSTON	PC-BUNKER GEAR DRYER PARTS	134.43
METROPOLITAN COMMUNITY COLLEGE	PC-CAREER FAIR REGISTRATION FEE-MCCORMICK	100.00
NEBRASKA MUNICIPAL FIRE CHIEF'S	MEMBERSHIP DUES	517.00
OMAHA PUBLIC POWER DISTRICT	2024/01/31-03/01 MONTHLY SERVICE	5,419.71
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	2,812.32
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	787.98
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	1,662.88
TRISTAR	2024/02/29M CLAIMS-INV# 0224-CITY OF BELLEVUE	1,889.30
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	8,027.49
WALMART COMMUNITY	PC-PUNCH FOR CEREMONY	40.48
WESTLAKE ACE HARDWARE	PC-TOOLS, BLADES FOR TRAINING	98.93
		$ 286,116.59

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NON-DEPARTMENTAL/CONTRACTS		
AATRIX EFILE CENTER	PC-FORMS 1099 FOR VENDORS FOR 2023	54.85
CENTURY LINK	2024/02/20-03/19 MONTHLY SERVICE	325.73
FORVIS, LLP	FYE 2023 FINAL PROGRESS BILLING	26,670.00
LOCKTON COMPANIES, LLC	2024/04/30M WELLNESS CONSULTING	1,875.00
SAM'S CLUB DIRECT	PC-REFRESHMENTS FOR COMPREHENSIVE PLAN	126.08
SARPY COUNTY COURT HOUSE	2024/05/31M ANIMAL CONTROL	17,231.00
SCOTT WELCH	PC-2024/03/31M MONTHLY WEB MAINTENANCE	125.00
TASC - TOTAL ADMINISTRATIVE SERVICES	2024/06/30Q FSA ADMIN FEES IN3063295	2,142.00
TRAVELERS	2022/10/01-2023/10/01 PAID LOSS RECOVERY AS OF 2024/03/31	20.00
TRAVELERS CL REMITTANCE CENTER	TRAVELERS QUARTERLY INSTALLMENT	154,267.25
UKG INC	Q12021 TAX ADJ-PANDEMIC LEAVE-COVID19-TAX RELIEF IRS	677.70
UNITED STATES POSTAL SERVICE	USPS MAILING	5,903.36
		$ 209,417.97
INFORMATION TECHNOLOGY		
AMAZON.COM, LLC	PC-CABLE EXTENSION, CONTROL BOARD, SPEAKER SYSTEM, TV	1,697.33
CARAHSOFT TECHNOLOGY CORPORATION	ENPOINT SECURITY SERVICES	25,608.00
DELL MARKETING L.P.	MONITORS	1,700.00
HOSTGATOR.COM	PC-2024/03/25 MONTHLY DOMAIN MAINTENANCE	87.99
INTERSTATE ALL BATTERY CENTER	BATTERIES,	686.50
MOTOROLA SOLUTIONS, INC	BATTERY, WIDE BAND LOW PROFILE	1,366.10
SHI INTERNATIONAL CORP	MICROSOFT SOFTWARE	80.53
TESSCO	MULTI BAND RADIO, BATTERIES, TRI BAND RADIO	1,794.21
		$ 33,020.66
2206 LONGO DR-NEW LIBRARY		
C&E INDUSTRIES	2024/02/29M JANITORIAL SERVICE	3,991.10
C&E INDUSTRIES	BPC SUITE 210 CLEANING 3X	995.10
CENTURY LINK	2024/03/04-04/03 MONTHLY SERVICE	269.08
CITY WIDE MAINTENANCE OF OMAHA	MANAGED JANITORIAL SERVICES 5X - FEB 2024	807.86
COX BUSINESS SERVICES	2024/02/27-03/26 MONTHLY SERVICE	126.82
FIRE PROTECTION SERVICES, LLC	RE-INSTALLED CEILING SMOKE DETECTOR	172.50
FISH WINDOW CLEANING	2024/02/23 WINDOW CLEANING	3,743.93
JIFFY/LEVENSPN'S SUPPLY	CLEANING SUPPLIES	404.22
JIFFY/LEVENSPN'S SUPPLY	METERED AIR FRESHNER DISPENSER	82.58
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE - GAS	533.50
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE - WATER	975.08
MICHAEL TODD INDUSTRIAL SUPPLY	ADJUSTABLE BRACKET - TOWING SIGNS	184.10
MMC MECHANICAL CONTRACTORS, INC	BEL FAMILY - LAB ROOM IS HEATING UP	516.11
MMC MECHANICAL CONTRACTORS, INC	REMOVED & REPLACED 2 TON HEAT PUMB FOR IT CLOSET	6,989.00
OMAHA PUBLIC POWER DISTRICT	2023/01/24-02/21 MONTHLY SERVICE	4,967.92
PAPILLION SANITATION	2024/03/31M SERVICE	332.68
ROGGE GENERAL CONTRACTORS, INC	BPW-21031 LIBRARY RENOVATION THRU 2024/03/29	229,324.50
SCHUMACHER ELEVATOR COMPANY	2024/0331Q ELEVATOR MAINTENANCE	534.89
SELDIN LLC	2023/12/31M PAYSCAN	43.86
SELDIN LLC	CEILING TILES AND CHECKED COMMON AREA LIGHTS	457.24
SELDIN LLC	CEILING TILES, MET WITH FIRE PRO, TOILET REPAIR, PLUMBING SUPPLIES	1,294.27
SELDIN LLC	MANAGEMENT FEES	1,450.00
SELDIN LLC	MEETING WITH TITANIUM FIRE IN NEW BLD OUT SPACE	192.10
SELDIN LLC	REPLACED CEILING TILESIN COMMON HALLWAYS	579.32
SELDIN LLC	SPIGOTS ON LOWER W SIDE AND UPPER E SIDE	117.70
SELDIN LLC	WALKED SPACE TO GET COUNT OF CEILING TILES & LIGHTS	112.10
SELDIN LLC	2024/01/31M PAYSCAN	25.81
SELDIN LLC	CEILING TILES, VA LEAK, TIGHTENED TOILET SEAT	649.63

MINUTE RECORD

CLAIMS FOR APRIL 16, 2024

2206 LONGO DR-NEW LIBRARY (cont'd)		
SELDIN LLC	CHANGED LOCK CODE, CLEAN UP TRASH, WENT TO A1 TOWING	907.08
SELDIN LLC	CONTRACTOR HAND AUGURED ADA TOILET	348.27
SELDIN LLC	UNLOCK DOOR FOR TENANT AND SUITE 209	112.10
SELDIN LLC	2024/02/29M PAYSCAN	47.33
SELDIN LLC	CEILING TILES	112.35
SELDIN LLC	FIX TOILET, PICK UP SUPPLIES	208.85
SELDIN LLC	2024/03/31Q CHECK SCAN FEE	11.07
SELDIN LLC	VA - POST 9/11 CARE MGMT RESTROOM LOCKS	134.82
SELDIN LLC	2024/03/31Q POSTAGE	10.00
STERICYCLE, INC	2024/03/31M MONTHLY SERVICE	172.24
VOSS LIGHTING	LIGHTING FOR BEL FAM PRACTICE - CITY PAID INV DIRECTLY	(307.80)
WATERLINK INC	2024/03/31M WATER TREATEMENT SERVICE	431.63
		$ 262,060.94
WASTEWATER		
AMAZON.COM, LLC	PC-MEASURE TOOL WRAP, OFFICE SUPPLIES, TRAFFIC LIGHT BARS	637.98
AT&T MOBILITY	2024/02/22-03/21 MONTHLY SERVICE	1,332.04
CAPITAL BUSINESS SYSTEMS, INC	2024/02/09-03/08 COPIER EXPENSE	128.26
CBRE, INC - VALUATION & ADVISORY SERVICES	LAND APPRAISAL	2,500.00
CENTURY LINK	2024/03/13-04/12 MONTHLY SERVICE	682.43
CITY OF OMAHA	2024/01/31M SEWER FEES	615,116.88
ELLIOTT EQUIPMENT CO	BACK UP ALARM	61.50
EMPLOYEE BENEFITS SYSTEMS	2024/03/31M HEALTH INSURANCE	16,505.51
EMPLOYEE BENEFITS SYSTEMS	2024/04/30M HEALTH INSURANCE	16,572.47
GRAINGER	MARKING PAINT, FLAGS	314.88
HANEY SHOE STORE	SAFETY SHOES-D KRANIEWSKI	200.00
HDR ENGINEERING, INC	BPW-181013 QUAIL CREEK STATION 2024/02/25-03/30	5,960.07
MENARDS	PC-PIPING SUPPLIES, TOOLS, VALVES, THREADLOCKER, CUTTER	533.80
NAPA AUTO PARTS	RTU EST/LIFE GAL	15.98
OMAHA PUBLIC POWER DISTRICT	2024/02/09-03/12 MONTHLY SERVICE	3,840.77
PRECISE MRM LLC	DATA & SOFTWARE SERVICES	46.00
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES-BARRETT, SHANNON	400.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/02/29M DENTAL INSURANCE	564.88
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LIFE INSURANCE	142.40
RELIANCE STANDARD LIFE INSURANCE CO	2024/03/31M LTD INSURANCE	176.64
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,691.76
WESTLAKE ACE HARDWARE	PC-SUPPLIES	33.49
		$ 668,457.74
COMMUNITY BETTERMENT		
OMAHA PUBLIC POWER DISTRICT	2024/03/26 MONTHLY SERVICE OPPD	100.19
		$ 100.19
ECONOMIC DEVELOPMENT		
AMERICAN RESORT MANAGEMENT, LLC	WATERPARK- APR 2024 DESIGN SERVICES	12,500.00
AMERICAN RESORT MANAGEMENT, LLC	WATERPARK- KEY2PURCHASE FEB 2024 CHARGES	1,388.79
AMERICAN RESORT MANAGEMENT, LLC	WATERPARK- MAR 2024 DESIGN SERVICES	12,500.00
		$ 26,388.79
COMMUNITY DEVELOPMENT		
CITY OF BELLEVUE	SARPY CNTY REG OF DEEDS- FILING FEES-CDBG (SWITCH GEAR)	112.00
COLUMN SOFTWARE, PBC	PC-LEGAL ADS	54.06
		$ 166.06
LAW ENFORCEMENT		
HEARTLAND FAMILY SERVICE	CASE MANAGER III-2024/04-2025/03	31,764.54
		$ 31,764.54

PC-Purchases made with P-card

MINUTE RECORD

CLAIMS FOR APRIL 16, 2024

G.O. BONDS

UMB BANK - TRUST OPERATIONS	2020 REF BONDS TX (CONV CTR) $6,365,000 DTD 3/31/20 UMB PAF	300.00
UMB BANK - TRUST OPERATIONS	REFNDG BOND (CC PROJ) TXB SERIES 2020 $6,365,000 DTD 3/31/20	48,209.50
UMB BANK - TRUST OPERATIONS	UMB INV# 972545 - ACCEPTANCE FEE	150.00
UMB BANK - TRUST OPERATIONS	2021 COPS REF BONDS TX $4,270,000 DTD 2021-03-15 UMB PAF	500.00
UMB BANK - TRUST OPERATIONS	GO RFNDG BOND, SERIES 2020A TE $11,000,000 DTD 2020-06-05	165,000.00
UMB BANK - TRUST OPERATIONS	2022 VPGO REF BONDS TE $1,965,000 DTD 2022-03-22 UMB PAF	300.00
UMB BANK - TRUST OPERATIONS	GO RFNDG BOND, SERIES 2020B TXBL $20,055,000 DTD 2020-06-05	111,379.65
UMB BANK - TRUST OPERATIONS	2022A COPS TE $1,910,000,DTD 2022-03-15 UMB PAYING AGENT FEE	500.00
UMB BANK - TRUST OPERATIONS	GO RFNDG BOND, SERIES 2020C TXBL $2,025,000 DTD 2020-08-14	13,125.00
UMB BANK - TRUST OPERATIONS	2022B COPS TX $2,000,000,DTD 2022-03-15 UMB PAYING AGENT FEE	500.00
UMB BANK - TRUST OPERATIONS	GO RFNDG BOND, SERIES 2020D TE $2,250,000 DTD 2020-12-03	10,800.00
UMB BANK - TRUST OPERATIONS	COPs RFNDG BOND 2021 TXBL $4,270,000 DTD 2021-03-15	23,466.84
UMB BANK - TRUST OPERATIONS	GO REFUNDING BONDS, SERIES 2021 $1,220,000 DTD 2021-10-20	8,400.00
UMB BANK - TRUST OPERATIONS	PUB SAFE TX ANTICIP RFNDG SERIES 2021 $3,020,000 2021-10-20	21,000.00
UMB BANK - TRUST OPERATIONS	VAR PURP GO RFDG BONDS, 2022 TX $1,965,000 DTD 2022-03-22	18,550.00
UMB BANK - TRUST OPERATIONS	COPs 2022A TAX EXEMPT $1,910,000 DTD 2022-03-15	27,075.00
UMB BANK - TRUST OPERATIONS	COPs 2022B TXBL $2,000,000 DTD 2022-03-15	27,267.27
UMB BANK - TRUST OPERATIONS	COPs RFNDG BOND 2021 TXBL $4,270,000 DTD 2021-03-15	(726.74)
UMB BANK - TRUST OPERATIONS	GO RFNDG BOND, SERIES 2020B TXBL $20,055,000 DTD 2020-06-05	(0.01)
UMB BANK - TRUST OPERATIONS	GO RFNDG BOND, SERIES 2020B TXBL $20,055,000,DTD 2020-06-05	(0.02)
		$ 475,796.49

TOTAL CLAIMS FOR APRIL 16, 2024	**$ 3,844,974.98**
TOTAL PAYROLL FOR MARCH 29, 2024	**$ 1,378,308.83**

PC-Purchases made with P-card

City of Bellevue Nebraska

Office of the Mayor

Proclamation

Bellevue Woman's Club

WHEREAS the Bellevue Woman's Club was formed in 1924 and affiliated with the International General Federation of Woman's Clubs and the Nebraska Federation of Woman's Clubs in 1925; and became a Nebraska nonprofit corporation in 2018, and

WHEREAS the Bellevue Woman's Club purpose is to promote good fellowship within the community by providing charitable support to organizations or projects relating to art, health, education, human services, community, and economic development, and

WHEREAS the Bellevue Woman's Club's initial philanthropic projects were to raise funds to support the first Bellevue Public Library, first Swimming Pool and increasing the number of rescue squads for Bellevue Fire which in turn positively impacted and increased service delivery, and

WHEREAS the Bellevue Woman's Club signature fundraiser is an annual luncheon and style show which has continued for 54 years raising funds to support the Bellevue Community, and

WHEREAS the Bellevue Woman's Club has participated in the Beautification of Olde Town Bellevue by planting 20 flowerpots strategically located on corners in Olde Town Bellevue and collaborated with local merchants for the maintenance and care from May through September.

WHEREAS the Bellevue Woman's Club for 100 continuous years has continued this philanthropic and volunteer support to this community.

NOW, THEREFORE, I, Rusty Hike, Mayor of the City of Bellevue due hereby proclaim April 16th, 2024, as Bellevue Women's Club Day and congratulate and recognize the Bellevue Woman's Club on its 100th Anniversary and encourage all citizens to take due note of this milestone.

Mayor Rusty Hike

7b.
4/16/2024

City of Bellevue, Nebraska

Independent Auditor's Reports and Financial Statements

September 30, 2023

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FORVIS

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Independent Auditor's Report

The Honorable Mayor and Members of the City Council
City of Bellevue, Nebraska

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Bellevue, Nebraska (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund and the Community Betterment Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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PRAXITY

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

The Honorable Mayor and Members of the City Council
City of Bellevue, Nebraska

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension and other postemployment benefit information as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

FORVIS, LLP

Omaha, Nebraska
March 29, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the City of Bellevue, Nebraska (City) offers the readers of the City's financial statements this narrative overview and a brief analysis of the financial activities of the City for the fiscal year ended September 30, 2023. The City's financial performance is discussed and analyzed within the context of the accompanying financial statements and notes to the financial statements.

FINANCIAL HIGHLIGHTS

The City's total net position, as reported on the full accrual basis of accounting and presented on page 16, is $124,275,387 at September 30, 2023, an ***increase*** of $20,630,094 (19.9%) from the prior year. The net position is the net assets plus deferred outflows of the City less its liabilities plus deferred inflows. Both governmental activities and business-type activities (Waste water utility) increased.

The City's net long-term debt ***decreased*** $5,782,554 (-7.6%) to $70,263,375 during the fiscal year ending September 30, 2023 primarily due to continued conservative but aggressive management of the debt.

The City's total governmental fund balance which excludes the wastewater activities, as reported on the modified accrual basis of accounting and presented on page 14, ***increased*** $9,917,312 to $42,221,450 as of September 30, 2023 due primarily to economic development spending on the development park at highway 34 and highway 75. The unassigned amount that is available to fund City operations in the General Fund is $26,745,313 (63% of the fund balance).

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements include: (1) government-wide financial statements presented on a full accrual basis, (2) fund financial statements presented on a modified accrual basis, and (3) notes to the financial statements.

GOVERNMENT-WIDE FINANCIAL STATEMENTS

The City's government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to private-sector business.

The *Statement of Net Position* presents information on all of the City's assets, deferred outflows of resources, and liabilities with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

City of Bellevue Government-Wide Net Position Trend
September 30, 2019-2023

	2019	2020	2021	2022	2023
Total net position	$64,883,557	$67,111,559	$85,648,140	$103,645,293	$124,275,387

This works out to a 13.9% compound annual growth rate (CAGR)

The *Statement of Activities* presents information showing how the City's net position changed during the year ended September 30, 2023. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned, but unused vacation leave).

Government-wide financial statements distinguish governmental activities of the City that are principally supported by taxes and intergovernmental revenues from business-type activities that are intended to recover all or a significant portion of their costs through user fees and charges. Governmental activities include general government, public safety, streets and highways, planning and zoning, economic and community development, parks and recreation, the library, the cemetery, permits and inspections, transportation services, engineering, and fleet management. Business-type activities include the City's waste water utility.

The government-wide financial statements can be found on pages 10-11 of this report.

FUND FINANCIAL STATEMENTS

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All funds of the City can be divided into governmental funds and proprietary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's near-term financing requirements. For September 30, 2023, governmental fund assets were $42 million more than liabilities and deferred inflows of resources (fund balance), including $26.7 million of unassigned fund balance, indicating the ability to adequately fund the current operating cycle.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. To that end, reconciliations between governmental funds and governmental activities for both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances are provided on pages 13 and 15, respectively, of this report.

The City maintained seven individual governmental funds during the fiscal year. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General fund, the Community Betterment fund, and the Debt Service fund, which are major funds. Data from the other governmental funds are combined into a single, aggregated presentation under Other Governmental Funds. These non-major funds are Community Development, Economic Development, Law Enforcement Trust and Federal Forfeitures.

The basic governmental fund financial statements can be found on pages 12-15 of this report.

The City adopted an appropriated budget for 2022-2023. A budgetary comparison statement has been provided for the General and Community Betterment major funds on pages 16 and 17 to demonstrate compliance with the portion of the budget related to FY 2023.

Proprietary funds are reported in the fund financial statements and generally report services for which the City charges customers a fee. There are two kinds of proprietary funds. *Enterprise funds* are used to report the same functions presented as business-type activities in the government-wide statements. The city uses an enterprise fund to account for its wastewater utility.

The basic proprietary fund financial statements can be found on pages 18-20 of this report.

Information about Tax Increment Financing funds held by the city at September 30, 2023 are included in the fiduciary statements on pages 21 and 22.

NOTES TO THE FINANCIAL STATEMENTS

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements. The notes to the financial statements can be found on pages 23-52 of this report.

OTHER INFORMATION

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's progress in funding its obligation to provide pension benefits to its police employees, and to provide other postemployment benefits to all full-time employees (found on pages 53-55 of this report).

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets exceeded liabilities by $124,275,387 at September 30, 2023.

The City's investment in capital assets (e.g., land, buildings, improvements, infrastructure, and machinery and equipment), less any related debt used to acquire those assets that is still outstanding, was $91,775,188 at September 30, 2023 (74% of City's net position). The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

City of Bellevue Condensed Statement of Net Position

Condensed Statement of Net Position
September 30, 2023 and 2022

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Current and other assets	$ 51,880,985	$ 50,192,849	$ 4,631,536	$ 7,325,039	$ 56,512,521	$ 57,517,888
Capital assets	139,452,268	134,367,248	22,622,575	18,953,272	162,074,843	153,320,520
Total assets	191,333,253	184,560,097	27,254,111	26,278,311	218,587,364	210,838,408
Deferred outflows of resources	5,600,380	3,966,030	18,613	20,884	5,618,993	3,986,914
Current liabilities	14,248,204	20,917,480	1,905,901	2,539,660	16,154,105	23,457,140
Long-term liabilities outstanding	76,746,072	80,442,516	1,263,353	1,520,761	78,009,425	81,963,277
Total liabilities	90,994,276	101,359,996	3,169,254	4,060,421	94,163,530	105,420,417
Deferred inflows of resources	5,741,994	5,751,960	25,446	27,652	5,767,440	5,779,612
Net position:						
Net investment in capital assets	70,807,171	61,805,497	20,968,017	16,901,211	91,775,188	78,706,708
Restricted	15,945,507	13,205,531	-	-	15,945,507	13,205,531
Unrestricted	13,444,685	6,403,143	3,110,007	5,329,911	16,554,692	11,733,054
Total net position	$ 100,197,363	$ 81,414,171	$ 24,078,024	$ 22,231,122	$ 124,275,387	$ 103,645,293

At September 30, 2023, $15,945,507 (13% of City net position) represents resources that are subject to external **restrictions** on their use. The City's governmental activities' **unrestricted** net position of $13,444,685 indicates that the City will have sufficient cash-on-hand to fund the liabilities as they come due. The City also has an inter-fund borrowing resolution that allows short-term funding solutions to seasonal cash flow issues.

GOVERNMENTAL ACTIVITIES

As previously stated, the Statement of Activities presents information showing how the City's net position changed during the year. Activities as described in this section are reported on the full accrual basis, such that all changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned, but unused vacation leave).

Governmental activities' net position increased by $18,783,192 (23%) for fiscal year 2023.

Revenues increased by $7,335,368 (9%) due to increased collection of public safety fees and property and sales tax growth. Associated expenses increased by $3,857,599 (6%) due to increased spending on public safety and public works.

BUSINESS-TYPE ACTIVITIES

Business-type activities, related to the City-owned waste water utility, increased the City's net position by $1,846,902 (8%). Contractual service fees, primarily paid to the City of Omaha for wastewater utility services and Metropolitan Utilities District for billing and collection services, totaled $7,849,622 (77%) of the total program expenses.

City of Bellevue Condensed Statement of Activities
Condensed Statement of Activities
September 30, 2023 and 2022

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
Program revenues						
Charges for services	$ 12,760,508	$ 12,588,097	$ 12,210,931	$ 11,933,040	$ 24,971,439	$ 24,521,137
Operating grants and contributions	21,085,445	16,253,072	-	-	21,085,445	16,253,072
Capital grants and contributions	659,605	1,172,787	156	624,600	659,761	1,797,387
General revenues						
Property taxes	32,223,502	29,529,929	-	-	32,223,502	29,529,929
In-lieu of taxes	1,708,510	1,974,837	-	-	1,708,510	1,974,837
Sales and use taxes	17,585,108	17,233,544	-	-	17,585,108	17,233,544
Occupation taxes	1,279,308	1,205,133	-	-	1,279,308	1,205,133
State aid	1,736,167	1,534,255	-	-	1,736,167	1,534,255
Investment income	1,429,934	185,615	149,439	-	1,579,373	185,615
Miscellaneous and general revenues	421,501	425,609	-		421,501	425,609
Insurance reimbursement	-	-	18,138		18,138	-
Net position received from annexations	-	1,451,342	-	10,248	-	1,461,590
Total revenues	90,889,588	83,554,220	12,378,664	12,567,888	103,268,252	96,122,108
Program expenses						
General government	7,804,950	6,519,342	-	-	7,804,950	6,519,342
Public safety	33,057,584	28,985,745	-	-	33,057,584	28,985,745
Community development	4,350,231	3,406,245	-	-	4,350,231	3,406,245
Public works	25,267,895	27,675,467	-	-	25,267,895	27,675,467
Interest of long-term debt	1,903,736	1,939,998	-	-	1,903,736	1,939,998
Waste water	-	-	10,253,762	9,598,158	10,253,762	9,598,158
Total expenses	72,384,396	68,526,797	10,253,762	9,598,158	82,638,158	78,124,955
Transfers	278,000	278,000	(278,000)	(278,000)	-	-
Changes in net position	18,783,192	15,305,423	1,846,902	2,691,730	20,630,094	17,997,153
Net position - beginning of year	81,414,171	66,108,748	22,231,122	19,539,392	103,645,293	85,648,140
Net position - end of year	$ 100,197,363	$ 81,414,171	$ 24,078,024	$ 22,231,122	$ 124,275,387	$ 103,645,293

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

GOVERNMENTAL FUNDS

Governmental fund financial statements are reported on the modified accrual basis, with the focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information is useful in assessing the City's financing requirements. Unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary spending at the end of the fiscal year.

City of Bellevue
Unassigned Governmental Fund Balance Trend
September 30, 2019-2023

	2019	2020	2021	2022	2023
Unassigned fund balance	$11,118,426	$8,616,868	$18,795,573	$18,976,271	$26,745,313

At the end of the current fiscal year, the City's governmental funds reported combined ending total fund balances of $42,221,450, an increase of $9,917,312 in comparison with the prior year. Of this total amount, $26,745,313 (63%) constitutes unassigned fund balance, which is available for spending at the City's discretion. The remainder of fund balance is not available for new spending because it is (1) restricted for debt service $8,550,998, (2) restricted for community betterment $4,398,298, (3) restricted for community development $168,696, (4) restricted for economic development $1,416,639, (5) restricted for public safety $101,569, (6) non-spendable inventory $743,521 or (7) non-spendable prepaid expenses $96,416.

The General Fund is the primary operating fund of the City. At September 30, 2023, the unassigned fund balance of the General Fund was $26,745,313 or 92% of the General Fund balance. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance grew to 36% of total general fund expenditures.

The Community Betterment Fund had a total fund balance of $4,398,298, an increase of $114,978 in comparison to the prior year. Total revenue from the City's lottery operations and associated investment income was $1,168,019, an increase of 5%. Qualified community betterment spending was $298,041 in the current year.

The Debt Service Fund had a total fund balance of $8,550,998, an increase of $1,385,099 in comparison to the prior year. Bond fund revenues were $8,096,111, primarily due to property taxes, were offset by $6,711,012 of expenditures and transfers primarily due to debt service payments.

PROPRIETARY FUND

The City's proprietary fund information can be found in the government-wide financial statements under Business-type Activities and is related to Wastewater operations. Unrestricted net position of the Wastewater enterprise fund decreased $2,219,904 to $3,110,007 at September 30, 2023 primarily due to cash purchases of capital assets.

GENERAL FUND BUDGETARY HIGHLIGHTS

REVENUES

Total General Fund revenues were $3,809,444 (5%) unfavorable to budgeted revenues of $72,228,433 due to lower grant and cost share funds associated with reduced spending on capital projects.

EXPENDITURES

Total General Fund expenditures were $13,556,023 (16%) favorable to budgeted expenditures of $82,824,483 primarily due to Public Work's project delays and underspending.

OTHER FINANCING SOURCES

Other financing sources of the General Fund were $6,028,720 (79%) unfavorable to a budget of $7,596,050 due to fewer bonds being issued because of lower project activity and use of existing cash.

CAPITAL EXPENDITURES AND DEBT ADMINISTRATION

CAPITAL ASSETS

The City's capital assets for its governmental and business-type activities as of September 30, 2023, totaled $162,074,843 (net of accumulated depreciation and amortization), an increase of $8,754,323 (6%), primarily due to street projects, renovation of a new library building and economic development property. This investment in capital assets included streets and highways, bridges, buildings, machinery and equipment, parks, wastewater facilities and lines, automobiles, and recreation facilities.

Major capital asset events during the fiscal year included the acquisition of public safety vehicles and equipment, park and playground improvements, sewer system improvements and costs associated with 36th street widening and 25th street improvements along with the new library building and economic development property.

Additional information on the City's capital assets can be found in Note 7 of the notes to the financial statements on pages 32-33 of this report.

LONG-TERM DEBT

At the end of the current fiscal year, the City had total bonded debt outstanding of $69,185,000 at par, unamortized bond premium of $919,925 and Financed Purchase Obligations-Direct Borrowings (previously capital lease obligations) of $158,450.

City of Bellevue Condensed Statement of Net Position
Outstanding Long-Term Debt
September 30, 2023 and 2022

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
General obligation bonds	$ 60,805,000	$ 64,965,000	$ -	$ -	$ 60,805,000	$ 64,965,000
Public safety tax anticipation refunding bonds	6,970,000	7,970,000	-	-	6,970,000	7,970,000
Unamortized bond premium	919,925	1,059,063	-	-	919,925	1,059,063
Revenue refunding bonds	-	-	1,410,000	1,670,000	1,410,000	1,670,000
Financed purchase obligations	158,450	314,252	-	67,614	158,450	381,866
Lease liabilities	38,307	19,727	-	-	38,307	19,727
Total	$ 68,891,682	$ 74,328,042	$ 1,410,000	$ 1,737,614	$ 70,301,682	$ 76,065,656

ECONOMIC FACTORS AND FUTURE BUDGETS AND RATES

The budget for 2023-2024 was approved in September 2023 by the City of Bellevue. The key economic factors expected to impact future budgets and rates are:

- The tax levy rate was set at .610000 per $100 of valuation for taxes due December 31, 2023. The property valuation increased $676,148,596 (13.6%) from $4,965,635,087 to $5,641,783,683. This will generate $26,516,383 of tax for the General Fund to help pay normal operating costs of the City and $7,898,497 of tax for the Debt Service Fund to pay interest and principal on bonded indebtedness.

- The City received Coronavirus State and Local Fiscal Recovery Funds assistance as part of the American Rescue Plan Act of 2021, receiving $8,395,637. Those funds were expended on eligible uses including infrastructure and public safety as of September 30, 2023.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City of Bellevue's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Bellevue, Finance Director, 1500 Wall Street, Bellevue, Nebraska 68005.

City of Bellevue, Nebraska
Statement of Net Position
September 30, 2023

	Governmental Activities	Business-type Activities	Total
Assets			
Cash and cash equivalents	$ 38,024,403	$ 2,638,554	$ 40,662,957
Receivables, net	7,369,450	1,355,185	8,724,635
Due from other governments	5,639,575	624,757	6,264,332
Internal balances	7,620	(7,620)	-
Inventories	743,521	-	743,521
Prepaid expenses	96,416	20,660	117,076
Capital and lease assets			
Non-depreciable	46,535,439	7,934,724	54,470,163
Depreciable, net	92,916,829	14,687,851	107,604,680
Total assets	191,333,253	27,254,111	218,587,364
Deferred Outflows of Resources			
Deferred loss on refunded debt	1,317,794	-	1,317,794
Deferred outflows on pension	3,370,564	-	3,370,564
Deferred outflows on OPEB	912,022	18,613	930,635
Total deferred outflows of resources	5,600,380	18,613	5,618,993
Liabilities			
Accounts payable and accrued expenses	3,816,476	1,557,612	5,374,088
Interest payable	163,249	11,909	175,158
Compensated absences			
Payable within one year	3,400,000	60,000	3,460,000
Payable in more than one year	3,557,783	53,866	3,611,649
Claims and judgments	719,086	-	719,086
Unearned revenue	75,153	-	75,153
Other long-term liabilities			
Payable within one year	24,964	-	24,964
Payable in more than one year	2,448,527	-	2,448,527
Pension and other postemployment benefits			
Payable within one year	916,034	11,380	927,414
Payable in more than one year	6,981,322	64,487	7,045,809
Long-term debt, net			
Payable within one year	5,115,013	265,000	5,380,013
Payable in more than one year	63,738,362	1,145,000	64,883,362
Leases payable			
Payable within one year	18,229	-	18,229
Payable in more than one year	20,078	-	20,078
Total liabilities	90,994,276	3,169,254	94,163,530
Deferred Inflows of Resources			
Deferred inflows on OPEB	1,246,839	25,446	1,272,285
Deferred inflows on pension	803,344	-	803,344
Deferred inflows on leases	3,691,811	-	3,691,811
Total deferred inflows of resources	5,741,994	25,446	5,767,440
Net Position			
Net investment in capital assets	70,807,171	20,968,017	91,775,188
Restricted			
Debt service	9,409,672	-	9,409,672
Community betterment	4,398,298	-	4,398,298
Community development	168,696	-	168,696
Economic development	1,416,639	-	1,416,639
Public safety	552,202	-	552,202
Unrestricted	13,444,685	3,110,007	16,554,692
Total net position	$ 100,197,363	$ 24,078,024	$ 124,275,387

See Notes to Financial Statements

City of Bellevue, Nebraska
Statement of Activities
Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net Revenues (Expenses) and Changes in Net Position: Governmental Activities	Net Revenues (Expenses) and Changes in Net Position: Business-Type Activities	Net Revenues (Expenses) and Changes in Net Position: Total
Governmental Activities							
General government	$ 7,804,950	$ 2,654,236	$ 13,051,615	$ 445,622	$ 8,346,523	$ -	$ 8,346,523
Public safety	33,057,584	3,057,275	607,285	-	(29,393,024)	-	(29,393,024)
Community development	4,350,231	999,185	-	-	(3,351,046)	-	(3,351,046)
Public works	25,267,895	6,049,812	7,426,545	213,983	(11,577,555)	-	(11,577,555)
Interest on long-term debt	1,903,736	-	-	-	(1,903,736)	-	(1,903,736)
Total governmental activities	72,384,396	12,760,508	21,085,445	659,605	(37,878,838)	-	(37,878,838)
Business-Type Activities							
Waste water	10,253,762	12,210,931	-	156	-	1,957,325	1,957,325
Total business-type activities	10,253,762	12,210,931	-	156	-	1,957,325	1,957,325
Total primary government	$ 82,638,158	$ 24,971,439	$ 21,085,445	$ 659,761	(37,878,838)	1,957,325	(35,921,513)
General Revenues							
Property taxes					32,223,502	-	32,223,502
Payments in-lieu of taxes and franchise taxes					1,708,510	-	1,708,510
Sales and use taxes					17,585,108	-	17,585,108
Occupation taxes					1,279,308	-	1,279,308
State aid					1,736,167	-	1,736,167
Investment income					1,429,934	149,439	1,579,373
Miscellaneous general revenues					421,501	-	421,501
Insurance reimbursement					-	18,138	18,138
Transfers					278,000	(278,000)	-
Total general revenues					56,662,030	(110,423)	56,551,607
Change in Net Position					18,783,192	1,846,902	20,630,094
Net Position - Beginning of Year					81,414,171	22,231,122	103,645,293
Net Position - End of Year					$ 100,197,363	$ 24,078,024	$ 124,275,387

See Notes to Financial Statements

City of Bellevue, Nebraska
Balance Sheet
Governmental Funds
September 30, 2023

	General Fund	Community Betterment Fund	Debt Service Fund	Other Governmental Funds	Total
Assets					
Cash and cash equivalents	$ 25,044,291	$ 4,370,698	$ 8,308,304	$ 301,110	$ 38,024,403
Receivables, net	5,999,194	83,571	829,912	456,773	7,369,450
Due from other governments	5,568,635	-	53,748	17,192	5,639,575
Inventories	743,521	-	-	-	743,521
Prepaid expenses	96,416	-	-	-	96,416
Due from other funds	-	-	218,308	-	218,308
Total assets	$ 37,452,057	$ 4,454,269	$ 9,410,272	$ 775,075	$ 52,091,673
Liabilities					
Accounts payable and accrued expenses	$ 3,077,477	$ 55,971	$ 600	$ 21,405	$ 3,155,453
Due to other funds	210,688	-	-	-	210,688
Claims payable	126,320	-	-	-	126,320
Unearned revenue	42,381	-	-	32,772	75,153
Total liabilities	3,456,866	55,971	600	54,177	3,567,614
Deferred Inflows of Resources					
Unavailable revenues	1,301,491	-	858,674	450,633	2,610,798
Lease receivable revenues	3,691,811	-	-	-	3,691,811
Total deferred inflows of resources	4,993,302	-	858,674	450,633	6,302,609
Fund Balances					
Nonspendable					
Inventory	743,521	-	-	-	743,521
Prepaid expenses	96,416	-	-	-	96,416
Restricted for					
Debt service	-	-	8,550,998	-	8,550,998
Community betterment	-	4,398,298	-	-	4,398,298
Community development	-	-	-	168,696	168,696
Economic development	1,416,639	-	-	-	1,416,639
Public safety	-	-	-	101,569	101,569
Unassigned	26,745,313	-	-	-	26,745,313
Total fund balances	29,001,889	4,398,298	8,550,998	270,265	42,221,450
Total liabilities, deferred inflows of resources and fund balances	$ 37,452,057	$ 4,454,269	$ 9,410,272	$ 775,075	$ 52,091,673

See Notes to Financial Statements

City of Bellevue, Nebraska
Reconciliation of the Balance Sheet of
Governmental Funds to the Statement of Net Position
September 30, 2023

Amounts reported for governmental activities in the statement of net position are different because:

Total fund balances of governmental funds.	$ 42,221,450
Capital and lease assets used in governmental activities are not financial resources and, therefore, not reported in the funds.	139,452,268
Deferred inflows of resources related to OPEB and pension do not represent an obligation of current financial resources, and, therefore, are not reported in the funds.	(2,050,183)
Deferred inflows of resources for unavailable revenues are not available to pay current period expenditures and, therefore, not recognized in the funds.	2,610,798
A portion of the accrued expenses and the claims and judgments liability requires the use of unavailable financial resources and, therefore, is not reported in the funds.	(1,253,789)
Deferred outflows of resources related to OPEB and pension are not current financial resources, and, therefore, are not reported in the funds.	4,282,586
Deferred outflows of resources related to the loss on refunded debt are not current financial resources, and, therefore, are not reported in the funds.	1,317,794
Long-term liabilities, including bonds and leases payable, and related interest, are not due and payable in the current period and, therefore, not reported in the funds.	(69,054,931)
Other long-term liabilities are not due and payable in the current period and, therefore, not reported in the funds. Amount includes pension and OPEB liabilities, compensated absences, other liabilities and accrued expenses.	(17,328,630)
Net position of governmental activities	$ 100,197,363

City of Bellevue, Nebraska
Statement of Revenues, Expenditures and
Changes in Fund Balances – Governmental Funds
Year Ended September 30, 2023

	General Fund	Community Betterment Fund	Debt Service Fund	Other Governmental Funds	Total
Revenues					
Property tax	$ 24,510,385	$ -	$ 7,428,609	$ -	$ 31,938,994
Payments in-lieu of taxes and franchise taxes	1,506,561	-	289,677	-	1,796,238
Sales and use tax	17,585,108	-	-	-	17,585,108
Occupation tax	1,338,210	-	-	-	1,338,210
Permits and licenses	1,860,746	-	-	-	1,860,746
Fees	2,945,370	-	40,630	-	2,986,000
Charges for services	5,416,609	-	-	-	5,416,609
Intergovernmental	24,051,524	-	16,198	509,924	24,577,646
Investment income	939,955	168,833	320,629	517	1,429,934
Lottery	-	999,186	-	-	999,186
Reimbursements	154,874	-	-	-	154,874
Miscellaneous	404,855	-	368	-	405,223
Total revenues	80,714,197	1,168,019	8,096,111	510,441	90,488,768
Expenditures					
Current					
General government	6,707,017	-	9,650	-	6,716,667
Public safety	31,044,350	-	-	67,510	31,111,860
Community development	3,011,510	298,041	-	447,029	3,756,580
Public works	19,790,437	-	-	-	19,790,437
Capital outlay	12,436,754	-	-	-	12,436,754
Debt service					
Bond principal	440,000	-	4,720,000	-	5,160,000
Bond interest and fiscal charges	287,140	-	1,447,032	-	1,734,172
Lease and financed purchases principal	175,529	-	-	-	175,529
Lease interest	5,764	-	-	-	5,764
Total expenditures	73,898,501	298,041	6,176,682	514,539	80,887,763
Excess (Deficiency) Of Revenues Over (Under) Expenditures	6,815,696	869,978	1,919,429	(4,098)	9,601,005
Other Financing Sources (Uses)					
Leases	38,307	-	-	-	38,307
Transfers in (out), net	1,567,330	(755,000)	(534,330)	-	278,000
Total other financing sources (uses)	1,605,637	(755,000)	(534,330)	-	316,307
Change in Fund Balances	8,421,333	114,978	1,385,099	(4,098)	9,917,312
Fund Balances - Beginning of Year	20,580,556	4,283,320	7,165,899	274,363	32,304,138
Fund Balances - End of Year	$ 29,001,889	$ 4,398,298	$ 8,550,998	$ 270,265	$ 42,221,450

See Notes to Financial Statements

City of Bellevue, Nebraska
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
Year Ended September 30, 2023

Amounts reported for governmental activities in the statement of activities are different because:	
Net change in fund balances - total governmental funds	$ 9,917,312
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. This is the amount by which capital outlays exceeded depreciation and amortization expense in the current period, and the effect of other capital asset-related transactions.	5,124,267
The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.	5,419,547
Certain expenses (e.g. compensated absences, accrued expenses, claims and judgments) reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	(686,695)
Changes in net pension and total OPEB liability, deferred outflows and deferred inflows related to total pension and total OPEB liability do not represent financial activity in the governmental funds.	(800,846)
Amortization of deferred amounts on refunding does not represent financial activity in the governmental funds.	(139,138)
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.	(51,255)
Change in net position of governmental activities	$ 18,783,192

City of Bellevue, Nebraska
Statement of Revenues, Expenditures and Changes in Fund Balance –
Budget and Actual (Budget Basis)
General Fund
Year Ended September 30, 2023

	Budgeted Amount			Variance With Final Positive
	Original	Final	Actual	(Negative)
Revenues				
Property tax	$ 25,563,001	$ 25,563,001	$ 24,879,351	$ (683,650)
In-lieu of tax	200,000	200,000	914,420	714,420
Sales tax	17,360,243	17,360,243	17,455,696	95,453
Franchise tax	661,300	661,300	604,545	(56,755)
Occupation taxes	947,553	947,553	1,153,145	205,592
Permits, fees and licenses	8,608,581	8,608,581	9,763,753	1,155,172
Intergovernmental	17,861,435	17,861,435	11,898,996	(5,962,439)
Miscellaneous and reimbursements	1,026,320	1,026,320	1,749,083	722,763
Total revenues	72,228,433	72,228,433	68,418,989	(3,809,444)
Expenditures				
Current				
General services	6,531,769	6,531,769	5,827,650	704,119
Public safety	33,284,673	33,284,673	32,612,667	672,006
Community development	9,193,318	9,193,318	8,453,506	739,812
Public works	33,814,723	33,814,723	22,374,637	11,440,086
Total expenditures	82,824,483	82,824,483	69,268,460	13,556,023
Excess (Deficiency) of Revenues Over (Under) Expenditures	(10,596,050)	(10,596,050)	(849,471)	9,746,579
Other Financing Sources				
Proceeds from issuance of bonds and notes	6,403,050	6,403,050	-	(6,403,050)
Transfers in, net	1,193,000	1,193,000	1,567,330	374,330
Total other financing sources	7,596,050	7,596,050	1,567,330	(6,028,720)
Change in Fund Balance	$ (3,000,000)	$ (3,000,000)	$ 717,859	$ 3,717,859

See Notes to Financial Statements

City of Bellevue, Nebraska
Statement of Revenues, Expenditures and Changes in Fund Balance –
Budget and Actual (Budget Basis)
Community Betterment Fund
Year Ended September 30, 2023

	Budgeted Amount			Variance With Final Positive
	Original	Final	Actual	(Negative)
Revenues				
Investment income	$ 2,890	$ 2,890	$ 168,835	$ 165,945
Lottery	1,178,900	1,178,900	998,323	(180,577)
Total revenues	1,181,790	1,181,790	1,167,158	(14,632)
Expenditures				
Community development	426,790	426,790	297,597	129,193
Total expenditures	426,790	426,790	297,597	129,193
Excess of Revenues Over Expenditures	755,000	755,000	869,561	114,561
Other Financing Uses				
Transfers out, net	(755,000)	(755,000)	(755,000)	-
Total other financing uses	(755,000)	(755,000)	(755,000)	-
Change in Fund Balance	$ -	$ -	$ 114,561	$ 114,561

See Notes to Financial Statements

City of Bellevue, Nebraska
Statement of Net Position
Proprietary Fund
September 30, 2023

	Waste Water Fund
Assets	
Current Assets	
Cash and cash equivalents	$ 2,638,554
Receivables	1,355,185
Due from other governments	624,757
Prepaid expenses	20,660
Total current assets	4,639,156
Capital Assets	
Plant and distribution lines	38,453,679
Building and equipment	2,019,540
Construction in progress	7,934,724
Accumulated depreciation	(25,785,368)
Total capital assets, net	22,622,575
Total assets	27,261,731
Deferred Outflows of Resources - OPEB	18,613
Total assets and deferred outflows of resources	$ 27,280,344
Liabilities, Deferred Inflows of Resources and Net Position	
Current Liabilities	
Accounts payable and accrued expenses	$ 1,557,612
Interest payable	11,909
Due to other funds	7,620
Compensated absences	60,000
Current portion of total OPEB liability	11,380
Current portion of long-term debt	265,000
Total current liabilities	1,913,521
Noncurrent Liabilities	
Compensated absences	53,866
Total OPEB liability	64,487
Long-term debt	1,145,000
Total noncurrent liabilities	1,263,353
Total liabilities	3,176,874
Deferred Inflows of Resources - OPEB	25,446
Net Position	
Net investment in capital assets	20,968,017
Unrestricted	3,110,007
Total net position	24,078,024
Total liabilities, deferred inflows of resources and net position	$ 27,280,344

See Notes to Financial Statements

City of Bellevue, Nebraska
Statement of Revenues, Expenses
and Changes in Fund Net Position
Proprietary Fund
Year Ended September 30, 2023

	Waste Water Fund
Operating Revenues	
Charges for services	$ 12,210,931
Total operating revenues	12,210,931
Operating Expenses	
Personal services	1,210,266
Operation and maintenance	409,728
Contractual services	7,394,689
Supplies and materials	54,412
Depreciation	1,140,320
Total operating expenses	10,209,415
Operating Income	2,001,516
Nonoperating Income (Expenses)	
Insurance reimbursement	18,138
Government grants	156
Interest income	149,439
Interest expense	(44,347)
Total nonoperating income	123,386
Change in net position before transfers	2,124,902
Transfers Out	(278,000)
Change In Net Position	1,846,902
Net Position - Beginning of Year	22,231,122
Net Position - End of Year	$ 24,078,024

See Notes to Financial Statements

City of Bellevue, Nebraska
Statement of Cash Flows
Proprietary Fund
Year Ended September 30, 2023

	Waste Water Fund
Cash Flows from Operating Activities	
Receipts from customers	$ 12,211,150
Payments to suppliers	(8,390,710)
Payments to employees	(1,190,645)
Net cash provided by operating activities	2,629,795
Cash Flows from Noncapital Financing Activities	
Transfers to other funds	(278,000)
Net change in interfund borrowings	7,620
Net cash used in noncapital financing activities	(270,380)
Cash Flows from Capital and Related Financing Activities	
Purchase of capital assets	(4,879,512)
Capital grants	156
Insurance reimbursements	18,138
Principal paid on bond and note obligations	(327,614)
Interest paid on bond and note obligations	(46,346)
Net cash used in capital and related financing activities	(5,235,178)
Cash Flows from Investing Activities	
Interest income	149,439
Net cash provided by investing activities	149,439
Decrease in Cash and Cash Equivalents	(2,726,324)
Cash and Cash Equivalents - Beginning of Year	5,364,878
Cash and Cash Equivalents - End of Year	$ 2,638,554
Reconciliation of Operating Income to Net Cash Provided by Operating Activities	
Operating income	$ 2,001,516
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	1,140,320
Changes in operating assets and liabilities	
Receivables	219
Prepaid expenses	(20,660)
Accounts payable and accrued expenses	(511,221)
Deferred outflows/inflows of resources	19,556
Compensated absences	65
Net cash provided by operating activities	$ 2,629,795
Supplemental Cash Flows Information	
Payables incurred for acquisition of capital assets	$ 244,558

See Notes to Financial Statements

City of Bellevue, Nebraska
Statement of Fiduciary Net Position
September 30, 2023

	Custodial Fund
Assets	
Cash and cash equivalents	$ 39,198
Total assets	39,198
Liabilities - Due to Others	39,198
Fiduciary Net Position	$ -

See Notes to Financial Statements

City of Bellevue, Nebraska
Statement of Changes in Fiduciary Net Position
Year Ended September 30, 2023

	Custodial Fund
Additions	
Tax increment financing revenues	$ 152,520
Total additions	152,520
Deductions	
Tax increment financing expenditures	152,520
Total deductions	152,520
Net Change in Fiduciary Net Position	-
Fiduciary Net Position, Beginning of Year	-
Fiduciary Net Position, End of Year	$ -

See Notes to Financial Statements

Note 1. Summary of Significant Accounting Policies

Reporting Entity

The City of Bellevue, Nebraska (City) was incorporated as a first-class city on December 16, 1955, under the provisions of Nebraska Statute Section 16-102. The City operates under a Mayor-Council-City Administrator form of government and provides the following services as authorized by its charter: public safety (police and fire), highways and streets, health and social services, culture and recreation, public improvements, urban development, mass transportation, planning and zoning, sanitary sewer system, library, solid waste, and general administrative services.

The accompanying financial statements present the City as the primary government. In determining its financial reporting entity, the City has considered all potential component units for which it is financially accountable, including other organizations which are fiscally dependent on the City, or the significance of their relationship with the City are such that exclusion would be misleading or incomplete. The Governmental Accounting Standards Board (GASB) has set forth criteria to be considered in determining financial accountability, which was used in making this evaluation.

The City has determined the Bellevue Municipal Building Corporation and the Bellevue City Marina Corporation to be blended component units. The City Council appoints the majority of the governing board of these organizations and these organizations almost exclusively exist to benefit the City. Blended component units, although legally separate entities, are, in substance, part of the government's operations and thus are presented as such and included in the general fund.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the primary government. The material effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Functional expenses may also include an element of indirect cost, designed to recover administrative (overhead) costs. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the total economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, including interest on long-term debt, as well as expenditures related to pension and other postemployment benefits, compensated absences and claims and judgments are recorded only when payment is due or expected to be liquidated with expendable available financial resources.

Property taxes, sales taxes, state highway allocation, interdepartmental charges, intergovernmental revenues, and interest associated with the current fiscal period are all considered to be susceptible to accrual. Special assessments are recorded as revenues in the year the assessments become current. Other revenue items are considered to be measurable and available only when cash is received by the City.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for goods and services. Operating expenses include the cost of sales and service, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

The City reports the following major governmental funds:

General Fund finances the day-to-day operation of the basic governmental activities, such as legislative, administration, police and fire protection, legal services, planning, and parks and recreation. Revenues are derived primarily from property and other local taxes, state and federal distributions, licenses, permits, charges for services and interest income.

Community Betterment Fund is used to account for the City's lottery revenues and expenditures. The monies are restricted for community betterment purposes.

Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

The City reports the following major enterprise fund:

Waste Water Fund is used to account for the revenues and expenses of the City-owned waste water utility.

The Custodial Fund accounts for resources held by the City in a custodial capacity, for the benefit of other governments or outside organizations.

The effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the business-type functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Cash Equivalents

The City considers all liquid investments with original maturities of three months or less to be cash equivalents. At September 30, 2023, cash equivalents consisted primarily of money market mutual funds held at trustee and cash held at the Sarpy County Treasurer's office. These investments are not specifically identified with any one fund. Interest is allocated to the individual funds on the basis of average cash balance.

Inventories

Inventories consist of fuel and materials. Inventories are stated at cost. Cost is determined using the first-in, first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when used.

Lease Receivables

The City is lessor for several noncancellable leases for land and building use and tower space and recognizes a related lease receivable and a deferred inflow of resources. At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of the lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the lease term.

The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflow of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Capital and Lease Assets

Capital and lease assets, which include property, plant, equipment, and infrastructure assets, (e.g., road, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital and lease assets are defined by the government as assets with an initial, individual cost of more than $10,000 and an estimated useful life in excess of one year. Lease assets are initially recorded at the initial measurement of the lease liability, plus lease payments made at or before commencement of the lease term, less any incentives received from the lessor at or before commencement of the lease, plus initial direct costs that are ancillary to place the asset into service. Lease assets are amortized on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset. Capital assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	15 – 40
Machinery and equipment	4 – 39
Infrastructure	7 – 50
Automobiles	4 – 10

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents consumption of net position that applies to future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then.

The City has three items that qualify for reporting in this category, the deferred loss on refunding, deferred outflows on pensions and deferred outflows on OPEB, reported in the government-wide statement of net position. A deferred loss on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The deferred outflows on pensions and OPEB result from changes in actuarial assumptions and differences between expected and actual experience. These amounts are amortized over the weighted average of the expected remaining service lives for all active and inactive pension or OPEB plan members.

In addition to liabilities, the statement of net position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The City has four items that qualify for reporting in this category. The unavailable revenues reported in the governmental funds balance sheet are from property taxes, special assessments and grants that are deferred and recognized as an inflow of resources in the period that the amounts become available. The deferred inflow for lease receivable revenues are future lease revenues to be collected for lease agreements entered into with third parties. It is recognized as an inflow of resources in a systematic and rational manner over the lease term. The deferred inflows on pensions and OPEB reported in the government-wide statement of net position are from changes in actuarial assumptions and differences between expected and actual experience. These amounts are amortized over the weighted average of the expected remaining service lives for all active and inactive pension or OPEB plan members.

Compensated Absences

City employees earn sick leave at the rate of 8-16.8 hours per month, depending on hire date and shift type. Employees earn various hours of vacation per pay period based on years of service. Vacation and sick leave accumulate on a monthly basis and are fully vested when earned. Limitations on accumulated sick leave vary based on labor agreements, but in no case will accumulated sick leave payout exceed 50% of the accumulated balance, up to 960 hours. Accumulated vacation limitations vary from 120 to 360 hours depending on labor agreement. All accumulated vacation and sick leave, subject to the limitations noted, is paid at separation.

All vacation and sick leave is accrued when incurred in the government-wide and proprietary fund financial statements. In the governmental funds, only compensated absences that have matured as of year-end, for example, as a result of employee resignations and retirements, are recorded as a fund liability. Accruals are based on current salary rates plus an additional amount for compensation-related payments such as Social Security and Medicare taxes and pension amounts using rates in effect at that date.

Long-term Obligations

In the government-wide financial statements, and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as an other financing source. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

In the fund financial statements, governmental funds recognize lease principal and interest costs, as well as new leases entered during the current period. The amount of the lease liability is reported as an other financing source.

Net Position

Net position is required to be classified into three components – net investment in capital assets; restricted; and unrestricted. These classifications are defined as follows:

Net investment in capital assets – This component of net position consists of capital and lease assets, net of accumulated depreciation and amortization, reduced by the outstanding balances of any bonds, mortgages, notes, financed purchases, leases or other borrowings that are attributable to the acquisition, construction, or improvements of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction or improvement of those assets or related debt also should be included in this component of net position. If there are significant unspent related debt proceeds at year-end, the portion of debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets.

Restricted – This component of net position consists of restrictions placed on net position use through external constraints imposed by creditors (such as debt covenants), contributors, or law or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted – This component consists of net position that does not meet the definition of "restricted" or "net investment in capital assets."

Fund Balance Classification

The fund balances for the City's governmental funds are displayed in five components:

Nonspendable – Nonspendable fund balances are not in a spendable form or are required to be maintained intact.

Restricted – Restricted fund balances may be spent only for the specific purposes stipulated by external resource providers, constitutionally or through enabling legislation. Restrictions may be changed or lifted only with the consent of resource providers.

Committed – Committed fund balances may be used only for the specific purposes determined by ordinance or resolution of the City Council. Commitments may be changed or lifted only by passage of an ordinance or issuance of a resolution by the City Council.

Assigned – Assigned fund balances are intended to be used by the City for specific purposes as determined by management. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.

Unassigned – Unassigned fund balance is the residual classification for the general fund and includes all amounts not contained in the other classifications.

Fund balances are classified as nonspendable, restricted, committed, assigned or unassigned. When expenditures are incurred that use funds from more than one classification, the City will generally determine the order which the funds are used on a case-by-case basis, taking into account any application requirements of grant agreements, contracts, business circumstances, or other constraints. If no other constraints exist, the order of spending of resources will be restricted, committed, assigned and, lastly, unassigned.

Budgetary Information

An appropriate budget is adopted each fiscal year for the General, Special Revenue, Debt Service and Enterprise Funds on the cash basis of accounting which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America (GAAP).

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1. The City Administrator submits to the Mayor and City Council a proposed operating budget for the fiscal year commencing October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted to obtain taxpayer comments.
3. Prior to September 20, the budget is legally enacted through passage of an ordinance and filed with the appropriate governmental entities and agencies.

Budget adjustments within a fund can be made with City Administrator approval. However, the City Council must approve any supplemental appropriations.

An encumbrance system is not used by the City and all appropriations lapse at year-end.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses/expenditures and other changes in net position during the reporting period. Actual results could differ materially from those estimates.

Pensions and Other Postemployment Benefits

For purposes of measuring the net pension liability and total other postemployment benefit (OPEB) liability, deferred inflows and outflows of resources related to pensions/OPEB and pension and OPEB expense, information about the fiduciary net position of the City Police Defined Benefit Pension Plan or OPEB plan and additions to/deductions from the Plan's net/total position have been determined on the same basis as they are reported by the Plans. For this purpose, benefit payments are recognized when due and payable in accordance with benefit terms.

Note 2. Reconciliation of Budget Basis to GAAP

Amounts presented on a non-GAAP budget basis of accounting differ from those presented in accordance with GAAP due to the treatment afforded accruals and funds for which legally adopted annual budgets are not established. A reconciliation for the year ended September 30, 2023, which discloses the nature and amount of the adjustments necessary to convert the actual GAAP data to the budgetary basis, is presented below:

	General Fund	Community Betterment Fund
Net Change in Fund Balances		
Balance on a GAAP basis	$ 8,421,333	$ 114,978
Basis differences (accruals) occur because the cash basis of accounting used for budgeting differs from the modified accrual basis of accounting prescribed for governmental funds.	(7,703,474)	(417)
Balance on a budget basis	$ 717,859	$ 114,561

Note 3. Deposits

Deposits

Custodial credit risk is the risk that in the event of a bank failure, a government's deposits may not be returned to it. The City's deposit policy for custodial credit risk requires compliance with the provision of state law.

Section 16-714 and 16-715 of the Revised Statutes of Nebraska 1943 require banks either to give bond or to pledge government securities (types of which are specifically identified in the Statutes) to the City Treasurer in the amount of the City's deposits. The Statutes allow pledged securities to be reduced by the amount of the deposit insured by the Federal Deposit Insurance Corporation (FDIC).

The City's cash and cash equivalents include units of participation in the short-term investment pool of the Nebraska Public Agency Investment Trust ("NPAIT") and the Nebraska Cooperative Liquid Assets Securities System ("Nebraska CLASS"). NPAIT is a special purpose government established under Nebraska statute. The investment pool or trust is not registered and is not rated for credit risk. The City limits its interest rate risk by investing only in the short-term pool, which consists primarily of government agency or government securitized investments with maturities of less than one year. Nebraska CLASS is a professionally managed commingled investment pool established by interlocal agreement in accordance with the provisions of the Nebraska Interlocal Cooperation Act. The investment pool is not registered and is not rated for credit risk. The weighted average maturity of investments in the pool are 60 days or less.

Cash at the County Treasurer of $239,626 was covered by collateral held by the County.

Summary of Carrying Values

The carrying values of deposits are included in the government-wide statement of net position as follows:

Carrying values	
Deposits	$ 16,685,761
Cash at county treasurer	239,626
NPAIT accounts	13,600,188
NE CLASS accounts	10,137,382
	$ 40,662,957

Note 4. Property Taxes

The tax levy for the City is certified by the Sarpy County Board of Commissioners on or before October 15. Real estate and personal property taxes are due and become an enforceable lien on property on December 31. The first half of these taxes become delinquent on April 1 and the second half become delinquent August 1 following the levy date. Delinquent taxes bear interest at a rate of 14% per annum.

Property taxes levied for 2022-2023 are recorded as revenue in the governmental funds when expected to be collected within 60 days after September 30, 2023. Prior-year levies were recorded using these same principles, and remaining receivables are re-evaluated annually. Property taxes expected to be collected after 60 days are recorded as deferred inflow of resources in the governmental funds.

In the government-wide financial statements, property taxes receivable and related revenue include all amounts due the City regardless of when cash is received. Historically, substantially all property taxes have been collected.

Note 5. Receivables

Receivables at September 30, 2023, consist of the following:

Fund	Property Taxes	Accounts and Notes Receivable	Leases Receivable	Special Assessments	Gross Receivables	Allowance for Uncollectibles	Net Receivables
General	$ 223,726	$ 1,933,944	$ 3,841,524	$ -	$ 5,999,194	$ -	$ 5,999,194
Community Betterment	-	83,571	-	-	83,571	-	83,571
Debt Service	96,257	134,378	-	1,198,555	1,429,190	(599,278)	829,912
Wastewater	-	1,355,185	-	-	1,355,185	-	1,355,185
Other governmental	-	465,809	-	-	465,809	(9,036)	456,773
Total	$ 319,983	$ 3,972,887	$ 3,841,524	$ 1,198,555	$ 9,332,949	$ (608,314)	$ 8,724,635

Note 6. Due From Other Governments

Due from other governments includes the following items:

Nature	Amount
Governmental Activities	
State of Nebraska, sales and use tax	$ 2,989,690
State of Nebraska, motor vehicle taxes	130,944
State of Nebraska, highway user fees	1,299,605
Nebraska Department of Roads	380,649
Eastern Sarpy Suburban Fire District, fire protection services	606,560
Federal Emergency Management Agency	29,961
Black Hills, in-lieu of taxes	23,092
Omaha Public Power District, in-lieu of taxes	142,415
Other	36,659
	$ 5,639,575
Business Type Activities	
Federal Emergency Management Agency	$ 624,757

Note 7. Capital and Lease Assets

The following is a summary of capital and lease asset transactions for the year ended September 30, 2023.

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities				
Capital and lease assets, not being depreciated or amortized				
Land	$ 17,964,631	$ -	$ -	$ 17,964,631
Construction in progress	20,796,895	7,773,913	-	28,570,808
Total capital and lease assets, not being depreciated or amortized	38,761,526	7,773,913	-	46,535,439
Capital and lease assets, being depreciated or amortized				
Buildings	50,170,265	295,286	-	50,465,551
Machinery and equipment	19,918,001	309,582	-	20,227,583
Infrastructure	219,614,836	2,775,917	-	222,390,753
Vehicles	16,890,816	1,642,993	(1,872,186)	16,661,623
Lease vehicles	39,887	38,307	(39,887)	38,307
Total capital and lease assets, being depreciated or amortized	306,633,805	5,062,085	(1,912,073)	309,783,817
Less accumulated depreciation and amortization for				
Buildings	(21,910,326)	(1,239,728)	-	(23,150,054)
Machinery and equipment	(16,019,813)	(833,170)	-	(16,852,983)
Infrastructure	(162,338,281)	(4,166,374)	-	(166,504,655)
Vehicles	(10,694,402)	(1,535,484)	1,872,186	(10,357,700)
Lease vehicles	(20,811)	(20,672)	39,887	(1,596)
Total accumulated depreciation and amortization	(210,983,633)	(7,795,428)	1,912,073	(216,866,988)
Total capital and lease assets, being depreciated or amortized, net	95,650,172	(2,733,343)	-	92,916,829
Governmental activities capital and lease assets, net	$ 134,411,698	$ 5,040,570	$ -	$ 139,452,268

	Beginning Balance	Increases	Decreases	Ending Balance
Business-Type Activities				
Capital assets, not being depreciated				
Construction in progress	$ 3,125,101	$ 4,809,623	$ -	$ 7,934,724
Total capital assets, not being depreciated	3,125,101	4,809,623	-	7,934,724
Capital assets, being depreciated				
Plant and distribution lines	$ 38,453,679	$ -	$ -	$ 38,453,679
Building and equipment	2,045,574	-	(26,034)	2,019,540
Total capital assets, being depreciated	40,499,253	-	(26,034)	40,473,219
Less accumulated depreciation for				
Plant and distribution lines	(23,345,464)	(1,034,650)	-	(24,380,114)
Building and equipment	(1,325,618)	(105,670)	26,034	(1,405,254)
Total accumulated depreciation	(24,671,082)	(1,140,320)	26,034	(25,785,368)
Total capital assets, being depreciated, net	15,828,171	(1,140,320)	-	14,687,851
Business-type activities capital assets, net	$ 18,953,272	$ 3,669,303	$ -	$ 22,622,575

Depreciation and amortization expense was charged to functions/programs as follows:

Governmental Activities	
General government	$ 255,392
Public safety	1,347,032
Community development	593,651
Public works	5,599,353
Total depreciation and amortization expense – governmental activities	$ 7,795,428
Business-Type Activities	
Waste water	$ 1,140,320

Note 8. Leases

Lease Receivables

The City, as lessor, leases City-owned land, buildings and tower space at various locations, the terms of which expire in various years through 2055. Revenues earned under these lease contracts were approximately $700,000 for the year ended September 30, 2023, which includes both lease revenue and interest. A portion of lease tower space revenues are assigned to a third party through 2053 and are described further in Note 17.

The following is a schedule by year of payments to be received for leases as of September 30, 2023:

	Total Payments to be Received	Receivable	Interest
2024	$ 530,279	$ 475,805	$ 54,474
2025	342,072	291,945	50,127
2026	347,660	301,855	45,805
2027	353,911	312,630	41,281
2028	363,920	327,340	36,580
2029 - 2033	1,581,299	1,471,229	110,070
2034 - 2038	339,802	294,190	45,612
2039 - 2043	109,476	76,125	33,351
2044 - 2048	125,898	101,538	24,360
2049 - 2053	144,782	132,263	12,519
2054 - 2055	53,098	52,118	980
Total	$ 4,292,197	$ 3,837,038	$ 455,159
Accrued Interest		4,486	
		$ 3,841,524	

Lease Liabilities

The City, as lessee, leases vehicles for its operations, the terms of which expire in 2025. As of September 30, 2023, the City owed $40,320 with $38,307 of principal and $2,013 of interest.

Note 9. Long-term Liabilities

The City issues general obligation and revenue bonds to finance the acquisition and construction of major capital assets. General obligation bonds are direct obligations and are secured by a pledge of the full faith and credit of the government. For revenue bonds, the government pledges income derived from the acquired or constructed assets to pay for the debt service.

The City has entered into agreements for financing the acquisition of machinery and automobiles. These agreements qualify as finance purchases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the inception date. The leases are collateralized by the related financed equipment. Assets acquired through financed purchases are as follows:

	Governmental Activities	Business-Type Activities
Machinery, equipment and automobiles	$ 2,190,012	$ 426,422
Less accumulated depreciation	(1,367,026)	(227,425)
Total	$ 822,986	$ 198,997

The following is a summary of long-term liability activities of the City for the year ended September 30, 2023:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental Activities					
Long-term debt					
General obligation bonds	$ 64,965,000	$ -	$ (4,160,000)	$ 60,805,000	$ 3,980,000
Public safety tax anticipation refunding bonds	7,970,000	-	(1,000,000)	6,970,000	1,030,000
Unamortized bond premiums	1,059,063	-	(139,138)	919,925	-
Financed purchase obligations - direct borrowings	314,252	-	(155,802)	158,450	105,013
Total long-term debt	74,308,315	-	(5,454,940)	68,853,375	5,115,013
Other liabilities					
Compensated absences	7,040,949	3,111,799	(3,194,965)	6,957,783	3,400,000
Net pension liability	2,942,269	3,019,642	(1,782,058)	4,179,853	358,408
Lease liabilities	19,727	38,307	(19,727)	38,307	18,229
Assignment of rents	2,496,780	-	(23,289)	2,473,491	24,964
Other postemployment benefits	3,075,966	846,511	(204,974)	3,717,503	557,626
Governmental activities long-term liabilities	$ 89,884,006	$ 7,016,259	$ (10,679,953)	$ 86,220,312	$ 9,474,240

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Business-Type Activities					
Long-term debt					
Revenue refunding bonds	$ 1,670,000	$ -	$ (260,000)	$ 1,410,000	$ 265,000
Financed lease obligations - direct borrowings	67,614	-	(67,614)	-	-
Total long-term debt	1,737,614	-	(327,614)	1,410,000	265,000
Other liabilities					
Compensated absences	107,402	88,811	(82,347)	113,866	60,000
Other postemployment benefits	62,775	17,275	(4,183)	75,867	11,380
Business-type activities long-term liabilities	$ 1,907,791	$ 106,086	$ (414,144)	$ 1,599,733	$ 336,380

The compensated absences reported as governmental activities will be paid from the General Fund. The compensated absences of the business-type activities will be paid from the Waste Water fund.

Long-term debt is comprised of the following issues:

	Date Issued	Date of Maturity	Date Callable	Interest Rates	Balance
Refunding Bonds (Convention Center)	03/31/20	09/15/35	03/31/25	1.80 - 2.25	$ 4,905,000
General Obligation Refunding Bonds	06/05/20	09/15/34	09/15/25	3.00	11,000,000
General Obligation Refunding Bonds	06/05/20	09/15/32	09/15/23	1.70 - 2.45	19,280,000
General Obligation Refunding Bonds	08/14/20	09/15/27	09/15/25	3.00	875,000
General Obligation Refunding Bonds	12/03/20	09/15/27	09/15/25	2.00	1,080,000
General Obligation Refunding Bonds	10/20/21	09/15/26	10/20/26	2.00	840,000
General Obligation Refunding Bonds	03/22/22	09/15/31	03/22/27	2.00	1,855,000
Highway Allocation Fund Pledge and Refunding Bonds	12/28/17	12/15/31	12/15/23	1.50 - 3.20	3,290,000
Highway Allocation Fund Pledge	03/01/19	06/15/29	12/15/23	1.80 - 3.00	2,495,000
Highway Allocation Fund Pledge	08/20/21	09/15/36	09/15/26	2.00	5,850,000
Certificates of Participation	03/15/21	09/15/32	09/15/26	0.227 - 1.703	3,615,000
Certificates of Participation	03/15/22	09/15/37	03/15/27	3.00	1,805,000
Certificates of Participation	03/15/22	09/15/37	03/15/27	2.093 - 3.500	1,890,000
Sanitary and Improvement District No. 147 General Obligation Refunding Bonds	05/15/18	08/15/30	05/15/23	2.45 - 3.60	600,000
Sanitary and Improvement District No. 180 General Obligation Refunding Bonds	12/28/18	12/15/37	12/28/23	3.20 - 4.25	5,000
Sanitary and Improvement District No. 265 General Obligation Refunding Bonds	06/15/19	08/15/39	06/15/24	2.50 - 3.60	1,140,000

	Date Issued	Date of Maturity	Date Callable	Interest Rates	Balance
Sanitary and Improvement District No. 269 General Obligation Refunding Bonds	06/15/19	12/15/39	06/15/24	2.55 - 3.60	$ 250,000
Sanitary and Improvement District No. 289 General Obligation Refunding Bonds	10/22/18	10/15/38	10/15/23	2.65 - 4.10	30,000
Total general obligation bonds					60,805,000
Public Safety Department Tax Anticipation Refunding Bonds, Series 2019	04/30/19	12/15/32	12/15/24	1.60 - 4.00	4,870,000
Public Safety Department Tax Anticipation Refunding Bonds, Series 2021	10/20/21	09/15/26	09/15/26	2.00	2,100,000
Total public safety tax anticipation refunding bonds					6,970,000
Financed purchase obligations	Various	Various	N/A	2.35 - 2.89	158,450
Total governmental activities					$67,933,450
Revenue Refunding Bonds	06/28/18	06/15/28	06/28/23	1.85 - 3.20	$ 1,410,000
Total business-type activities					$ 1,410,000

The Public Safety Department Tax Anticipation Refunding Bonds are limited general obligations to be paid from special tax assessments and are also considered general obligations of the City. The Redevelopment Revenue Bonds are payable solely from the limited tax revenues and reserve sub-accounts provided for under the terms of the bond resolutions and are not general obligations of the City.

The annual debt service requirements to maturity for long-term debt as of September 30, 2023, are as follows:

	Governmental Activities			
	General Obligation Bonds		Anticipation Refunding Bonds	
Year Ending September 30,	Principal	Interest	Principal	Interest
2024	$ 3,980,000	$ 1,441,162	$ 1,030,000	$ 187,250
2025	4,160,000	1,366,349	1,040,000	163,200
2026	4,590,000	1,280,101	725,000	139,875
2027	4,630,000	1,183,736	1,060,000	110,700
2028	4,565,000	1,085,656	780,000	83,100
2029-2033	29,550,000	3,614,375	2,335,000	139,900
2034-2038	9,120,000	455,976	-	-
2039-2040	210,000	360	-	-
Totals	$ 60,805,000	$ 10,427,715	$ 6,970,000	$ 824,025

	Governmental Activities	
	Financed Purchases - Direct Borrowings	
Year Ending September 30,	Principal	Interest
2024	$ 105,013	$ 2,803
2025	53,437	471
Totals	$ 158,450	$ 3,274

	Business-Type Activities	
	Revenue Refunding Bonds	
Year Ending September 30,	Principal	Interest
2024	$ 265,000	$ 39,110
2025	275,000	32,085
2026	280,000	24,348
2027	290,000	16,048
2028	300,000	7,125
Totals	$ 1,410,000	$ 118,716

Pledged Revenue

The Highway Allocation Fund Pledge Bonds are secured by a pledge of the revenues received from the City's annual allocation of State of Nebraska highway funds, through final maturity of the bonds in 2036. The total principal and interest remaining to be paid on the bonds is $6,730,706 with annual payments expected to require approximately 8% of net revenues.

As a condition to issuing the Redevelopment Revenue Bonds, the City obtained an agreement from an operator to provide a substantial source of funds for repayment. In October 2017, the operator and the City terminated the agreement. In October 2020, the City entered into a lease purchase agreement that provided for payments to lease the premises through April 2022, at which time the lessee agrees to purchase the related property. This agreement was amended in December 2022, which extended the lease through August 2023. Effective September 1, 2023, this agreement became a month-to-month lease. The City remains liable for the bond payments from limited tax levying authority under the Community Development Act and other sources of revenues.

Note 10. Defined Contribution Retirement Plans

The City of Bellevue has multiple defined contribution plans. The authority to make changes to the plans is established by the Bellevue City Council or Nebraska State Statutes, as appropriate.

Civilian Retirement Plan

All regular full-time civilian employees of the City are covered by a voluntary defined contribution plan. Contributions made by the City equal 6% of the participants' compensation. Participants also contribute 6% of their earnings, but may elect to contribute up to 10%. Vesting of employer contributions occurs over three to seven years of employment. The amount of employer and employee contributions to this plan during the fiscal year was $663,964 and $663,964, respectively. There were no forfeitures used to offset employer contributions for the year ended September 30, 2023. The Plan is administered by a trustee independent of the City and is, therefore, not included in these financial statements.

Fire Retirement Plan

All regular full-time fire fighters of the City are covered by a defined contribution plan. Participants are required to contribute 6.50% of their earnings but may contribute up to the maximum amount allowed under the Internal Revenue Code. Contributions made by the City equal 13% of the participants' compensation. Vesting of employer contributions occurs between four and seven years of employment. Forfeitures shall be allocated to the Unallocated Employer Account and if the Unallocated Employer Account is sufficient to meet Plan liabilities, then forfeitures shall first be used to pay expenses of administration and then to reduce City contributions. The plan members and the City contributed $491,076 and $982,152, respectively, to the plan in fiscal 2023. The Plan is administered by a trustee independent of the City and is, therefore, not included in these financial statements.

Police Retirement Plan

All regular full-time sworn officers of the City are covered by a defined contribution plan. Certain sworn officers are also covered by a single-employer defined benefit pension plan (see Note 11). Participants are required to contribute 7.0% of their earnings but may contribute up to the maximum amount allowed under the Internal Revenue Code. Contributions made by the City equal 7.0% of the participants' compensation. Vesting of employer contributions occurs between four and ten years of service. Forfeitures shall first be applied to administrative expense of the Plan and then may be used by the City

to reduce City contributions. The plan members and the City contributed $779,105 and $779,105, respectively, to the plan in fiscal 2023. There were no forfeitures used to reduce the amount of funding required by the City for the year ended September 30, 2023. The Plan is administered by a trustee independent of the City and is, therefore, not included in these financial statements.

Deferred Compensation Plan

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all employees at their option, permits participants to defer a portion of their salary until future years. Annual contributions cannot exceed the lessor of the applicable dollar amount provided under the applicable Code Section, adjusted for cost of living, or 100% of the participant's includible compensation. Catch-up contributions are allowed for participants that qualify. The deferred compensation is not available to employees until termination, retirement, death, or until the employee reaches age 70 ½. Distributions from the plan are made in a lump sum payment as soon as administratively practicable. Participants are permitted to elect to postpone distributions and an alternative method of distribution, with approval from the Plan Administrator.

The City evaluated whether the plan is a fiduciary activity based on GASB Statement No. 84, *Fiduciary Activities*, and concluded that it is not a fiduciary activity. The City does not contribute to the Plan and the has no control over the plan assets. The assets of the plan are held in trust, for the exclusive benefit of the plan participants and their beneficiaries. The assets cannot be diverted for any other purpose.

Note 11. Police Defined Benefit Pension Plan

Plan Description

The City has a single-employer defined benefit pension plan negotiated with certain members of the Bellevue Police Department. The City and the Retirement Committee administer a hybrid defined benefit pension plan covering sworn police officers hired after December 31, 1983 and prior to May 1, 2011 or specifically identified in a settlement agreement or State Statute for those officers hired prior to January 1, 1984. The plan is closed to new employees. The terms of the plan, including contribution rates and minimum pension benefits are established through a settlement agreement between the City and the police officers' association. The City does not issue a separate report that includes financial statements and required supplementary information for the police pension plan.

Summary of Benefit Provisions

Both the employee and the City contribute 7.0% of the employee's earnings for periods on or after October 1, 2015. Employees covered by the plan may also make voluntary contributions. The accumulated value of the employee and employer account including contributions and investment earnings is the Retirement Account Value. In the event that a participant's retirement account value will not provide for the minimum pension benefits of the plan, the City will be required to contribute an additional amount to fund the minimum pension benefits specified in the collective bargaining agreement.

Regular Pay – Defined as the greatest average salary in any period of five consecutive years preceding retirement, death, disability or termination date.

Retirement Benefit –

State Statute for Pre-1984 Hires – Participants must be employed on January 1, 1984 and continuously employed by the City through retirement date after attaining age 55 and completing 25 years of service. Minimum pension benefit equals 40% of Regular Pay for commencement between ages 55 and 60; 50% of Regular Pay for commencement at age 60 or later offset by the State Statute Actuarial Equivalence of the Retirement Account Value.

Post 1983 Hires subject to settlement agreement – Employees hired after December 31, 1983 and after attaining age 55 and completing 25 years of service. Employee entitled to the total of their Retirement Account Value or the actuarial equivalent of 55% of Regular Pay, whichever is greater based upon the actuarial assumptions of 7% interest and the 1994 GAM Mortality Table (Static) weighted 90% male/10% female. Paid as a single lump sum.

Termination Benefit Prior to 25 Years of Service – No minimum pension benefits. Employee is entitled to the value of the Retirement Account Value.

Termination Benefit After 25 Years of Service – Deferred Retirement Option Plan (DROP) provision allows minimum pension benefit at retirement age if the employee keeps their Retirement Account Value in the plan until retirement age.

Death Benefit (Line of Duty) – Death prior to retirement from causes sustained in the line of duty and survived by a spouse or minor children. Benefit equals 50% of Regular Pay to spouse until remarriage or death; to minor children split equally after remarriage or death. Benefit is subject to deduction for any workers' compensation benefits and offset by the State Statute Actuarial Equivalence of the Retirement Account Value. Payment is on a straight life annuity basis and provided under a purchase annuity contract.

Death Benefit (Other) – Employee must be continuously employed from January 1, 1984 until death, survived by spouse and death after reaching age 55 and completing at least 21 years of service. Benefit of 25% of Regular Pay to spouse until remarriage or death; to minor children split equally after remarriage or death. Benefit is offset by the State Statute Actuarial Equivalence of the Retirement Account Value. Payment is on a straight life annuity basis and provided under a purchased annuity contract.

Disability Benefit (Line of Duty) – Employee is eligible if unable to perform duties of a police officer from causes sustained in the line of duty. Benefit equals 50% of Regular Pay for the period of disability. Amount is subject to deduction for workers' compensation benefits. Total payments, in excess of workers' compensation benefits, shall not be less than the Retirement Account Value on the date of disability. If the State Statute Actuarial Equivalent exceeds the Retirement Account Value, the City shall contribute such additional amounts as may be necessary from time to time. In the event of cessation disability, payments made shall reduce the Retirement Account Value.

Deferred Retirement Option Plan

The City has established DROP for covered employees. The DROP program allows a member who has reached the minimum number of service years for retirement, but has not achieved the minimum age requirement, to terminate their employment with the Police Department and defer their retirement until they have reached at least the minimum age. Once the employee terminates service with the Police Department, neither the City or employee has further responsibility for adding funds to the employee's account. The account will remain within the retirement plan and when the employee reaches the minimum age, they will be subject to normal benefit provisions.

Plan Membership

As of September 30, 2023, plan membership consisted of the following:

Inactive members currently receiving benefits	6
Inactive members entitled to but not yet receiving benefits	2
Active members	45
Total	53

Contributions and Funding Policy

The City's contributions for the additional amount to fund minimum pension benefits are limited to amounts paid to retirees during the fiscal year. Contributions made by the City for the year ended September 30, 2023, were $894,152.

Actuarial Methods and Assumptions

Actuarially determined contribution rates are calculated as the City's contributions paid to retirees during the fiscal year to fund the minimum pension benefits of the plan. Valuations were determined using the following actuarial assumptions:

Valuation Date	September 30, 2023
Measurement Date	September 30, 2023
Actuarial Cost Method	Entry Age Normal
Asset Valuation Method	Market Value
Amortization Method	Level Dollar, Closed
Amortization Period	Immediate
Salary Increases	3.0%
Investment Rate of Return	Actual annuity purchase rates and 7.0%
Mortality Table	RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2021 generational projection of future mortality improvement
State Statute Actuarial Equivalence for Minimum Benefits	3.0% interest and the IRS 2023 Mortality Table

Changes in Assumptions

The September 30, 2023 actuarial valuation included changes in assumptions for the discount rate decreasing it from 2.26% to 4.09%. In relation to State Statute Actuarial Equivalence amounts, the mortality table was changed from 2021 to 2023.

Investment Policy

The City's obligation is unfunded at September 30, 2023.

Net Pension Liability

The components of the net pension liability of the City at September 30, 2023 were as follows:

Total Pension Liability	$ 4,179,853
Plan Fiduciary Net Position	-
Net Pension Liability	$ 4,179,853
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	0.00%

Discount Rate

The discount rate used to measure the total pension liability as of September 30, 2023 was 4.09% (as determined by the Federal Reserve Bank of St. Louis' website). As an unfunded plan, the discount rate reflects the index rate for 20-year, tax exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the City's net pension liability, calculated using the current discount rate of 4.09%, as well as the net pension liability calculated using a discount rate that is 1% lower (3.09%) or 1% higher (5.09%) than the current rate:

	1% Decrease 3.09%	Current Discount Rate 4.09%	1% Increase 5.09%
Total Pension Liability	$ 4,441,213	$ 4,179,853	$ 3,948,520
Plan Fiduciary Net Position	-	-	-
Net Pension Liability	$ 4,441,213	$ 4,179,853	$ 3,948,520

Changes in the Total Pension Liability, Plan Fiduciary Net Position and the Net Pension Liability are:

Total Pension Liability - September 30, 2022	$ 2,942,269
Service Cost	21,368
Interest	56,931
Changes of Benefit Terms	613,567
Difference between Expected and Actual Experience	2,327,776
Changes of Assumptions	(887,906)
Benefit Payments, including refunds	(894,152)
Net Change in Total Pension Liability	1,237,584
Total Pension Liability - End of Year	4,179,853
Plan Fiduciary Net Position - Beginning of Year	$ -
Contributions - Employer	894,152
Benefit payments, including refunds	(894,152)
Net Change in Plan Fiduciary Net Position	-
Plan Fiduciary Net Position - End of Year	-
Net Pension Liability - September 30, 2023	$ 4,179,853
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	0.00%
Covered Payroll	$ 5,420,694
Net Pension Liability as a Percentage of the Covered Payroll	77.11%

The calculation of pension expense for the year ended September 30, 2023 is shown below:

Service Cost	$ 21,368
Interest on Total Pension Liability	56,931
Effect of Plan Changes	613,567
Recognition of Deferred (Inflows)/Outflows of Resources	
Economic/Demographic (Gains)/Losses	367,009
Assumption Changes	(8,601)
Pension Expense	$ 1,050,274

Deferred Outflows of Resources

Under GASB Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27* (GASB 68), gains and losses which are amortized over future years are referred to as deferred inflows or gains, and deferred outflows or losses. Investment gains and losses are recognized over a closed five-year period. Economic and demographic gains and losses and changes in the total pension liability due to changes in assumptions are recognized over a closed period equal to the average expected remaining service lives of all covered active and inactive members, determined as of the beginning of the measurement period. As of September 30, 2023, the deferred outflows of resources related to pensions are as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 2,919,377	$ -
Changes of assumptions	451,187	(803,344)
Total	$ 3,370,564	$ (803,344)

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in future years' pension expense as follows:

Year Ending September 30,	Annual Recognition
2024	$ 358,408
2025	358,408
2026	358,408
2027	358,408
2028	344,801
Thereafter	788,787
Total	$ 2,567,220

Note 12. Other Postemployment Benefits

Plan Description

The City administers a single employer other postemployment benefits (OPEB) plan providing medical and prescription drug benefits (healthcare benefits) to retired employees and their dependents under certain conditions. The City does not issue a separate report that includes financial statements and required supplementary information for the OPEB plan.

Summary of Benefit Provisions

Individuals who are employed by the City and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement if they are at least 55 years old and have been enrolled in the City's healthcare coverage for a minimum of one year prior to retirement.

Coverage during retirement ceases upon attaining age 65 or becoming eligible for Medicare. The City will pay 82% of the annual healthcare premium for the retiree for the first 24 months following retirement and 50% of the annual premium thereafter until the retiree is eligible for coverage under Medicare or Medicaid. The authority to amend the plan rests with the City Council.

Plan Membership

As of September 30, 2023, plan membership consisted of the following:

Inactive members currently receiving benefits	8
Inactive members entitled to but not yet receiving benefits	0
Active members	352
Total	360

Contributions and Funding Policy

The City's contributions are made on a pay-as-you-go basis. There are no assets accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GASB 75). Contributions made by the City for the year ended September 30, 2023, were $209,157.

Actuarial Methods and Assumptions

Actuarially determined contribution rates are calculated as the City's contributions paid for retiree premiums. Valuations were determined using the following actuarial assumptions:

Valuation Date	September 30, 2022, rolled forward to September 30, 2023
Measurement Date	September 30, 2023
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Dollar, Closed
Amortization Period	Immediate
Salary Increases	3.0%
General Inflation	3.0%
Mortality Table	RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2021 generational projection of future mortality improvement
Healthcare cost trend rates	5.25% decreasing to 5% over 2 years

Changes in Assumptions

The September 30, 2022 actuarial valuation included changes in assumptions for the discount rate, increasing it to 4.02% from the discount rate of 2.21% used in the September 20, 2020 actuarial valuation. The medical trend rate changed to 5.25% grading to 5% over two years. The mortality assumption changed to the RP-2014 annuitant distinct mortality table adjusted to 2006 with MP 2021 generational projection of future mortality improvement.

Investment Policy

The City's obligation is unfunded at September 30, 2023.

Discount Rate

The discount rate used to measure the total OPEB liability as of September 30, 2023 was 4.02% (as determined by the Federal Reserve Bank of St. Louis' website). As an unfunded plan, the discount rate reflects the index rate for 20-year, tax exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the City's total OPEB liability, calculated using the current discount rate of 4.02%, as well as the total OPEB liability calculated using a discount rate that is 1% lower (3.02%) or 1% higher (5.02%) than the current rate:

	1% Decrease 3.02%	Current Discount Rate 4.02%	1% Increase 5.02%
Total OPEB Liability	$ 4,044,788	$ 3,793,370	$ 3,552,054

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate

The following presents the City's total OPEB liability, calculated using the current healthcare cost trend rate of 5.25% decreasing to 5%, as well as the total OPEB liability calculated using a healthcare cost trend rate that is 1% lower (4.25% decreasing to 4%) or 1% higher (6.25% decreasing to 6%) than the current rate:

	1% Decrease 4.25% Decreasing to 4.0%	Current Healthcare Cost Trend Rate 5.25% Decreasing to 5.0%	1% Increase 6.25% Decreasing to 6.0%
Total OPEB Liability	$ 3,367,843	$ 3,793,370	$ 3,552,054

Changes in the Total OPEB Liability

Total OPEB Liability - Beginning of year	$ 3,138,741
Service Cost	713,144
Interest	150,642
Benefit Payments	(209,157)
Net Change in Total OPEB Liability	654,629
Total OPEB Liability - End of Year	$ 3,793,370

The calculation of OPEB expense for the year ended September 30, 2023 is shown below:

Service Cost	$ 713,144
Interest on Total OPEB Liability	150,642
Recognition of Deferred (Inflows)/Outflows of Resources	
Economic/Demographic (Gains)/Losses	(22,998)
Assumption Changes	26,250
OPEB Expense	$ 867,038

Under GASB 75, gains and losses which are amortized over future years are referred to as deferred inflows or gains, and deferred outflows or losses. Economic and demographic gains and losses and changes in the total OPEB liability due to changes in assumptions are recognized over a closed period equal to the average expected remaining service lives of all covered active and inactive members, determined as of the beginning of the measurement period. The amortization period is calculated as the weighted average of expected remaining service lives assuming zero years for all inactive members. As of September 30, 2023, the deferred inflows and outflows of resources related to OPEB are as follows:

Deferred Outflows of Resources and Deferred Inflows of Resources

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 308,121	$ (725,863)
Changes of assumptions	622,514	(546,422)
Total	$ 930,635	$ (1,272,285)

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in future years' OPEB expense as follows:

Year Ending September 30,	Annual Recognition
2024	$ 3,252
2025	3,252
2026	3,252
2027	3,252
2028	3,252
Thereafter	(357,910)
Total	$ (341,650)

Note 13. Interfund Balances and Activity

During the course of operations, numerous transactions occur between individual funds that may result in amounts owed between funds. Those that are related to goods and services type transactions are classified as "due to and from other funds."

Interfund balances of $7,620 to the governmental funds from the Waste Water fund were outstanding at September 30, 2023.

Transfers are used to (a) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (b) move revenues from restricted funds to funds where the expenditures were incurred related to the restriction and to (c) use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Transfers to/from other funds for the year ended September 30, 2023, consisted of the following:

	Transfer from			
Transfer To	Community Betterment	Debt Service	Waste Water	Total
General	$ 755,000	$ 534,330	$ 278,000	$ 1,567,330

Note 14. Risk Management

The City is exposed to various risks of loss related to torts; theft, damages to, or destruction of assets; errors or omissions; injuries to employees; or acts of God for which the City carries commercial insurance. For the year ended September 30, 2023, the City has a self-insured retention for workers' compensation exposures up to $500,000 per individual. The City has purchased commercial insurance for amounts in excess of the self-insurance. The City currently reports all of its risk management activities in the fund financial statements in its General Fund. Settled claims have not exceeded coverage in any of the past three fiscal years.

Claim liabilities are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated in the government-wide financial statements. In the governmental funds, only claims that are expected to be liquidated with expendable available financial resources are recorded as a fund liability. At September 30, 2023, the estimated amount of the City's claims liabilities was $719,086, which is reported in the government-wide financial statements. This liability is the City's best estimate based on available information.

The following is a summary of the changes in the estimated workers' compensation claims liability for the years ended September 30, 2023 and 2022, which is included in total claims liabilities:

Balance, October 1, 2021	$ 546,565
Current year claims and changes in estimates	298,032
Claims payments	(222,622)
Balance, September 30, 2022	621,975
Current year claims and changes in estimates	661,615
Claims payments	(564,504)
Balance, September 30, 2023	$ 719,086

Note 15. Commitments and Contingencies

Claims and Litigation

The City is involved in various litigation in the normal course of its operations and services. In the opinion of City management, although the outcome of any legal proceedings cannot be predicted with certainty, the ultimate liability of the City in connection with its legal proceedings will not have a material effect on the City's financial position but could be material to the results of operations in future accounting periods.

Construction Commitments

The City is a party to various contracts relating to construction and other capital projects. As of September 30, 2023, the City had outstanding commitments of approximately $22,600,000, primarily related to the water main extension project.

Government Grants

The City participates in a number of federally assisted grant programs, which are subject to financial and compliance audits. The amount of expenditures, if any, which may be disallowed by the granting agencies, is not determinable at this time; however, City officials do not believe that such amounts, if any, would be significant.

COVID-19

As a result of the COVID-19 outbreak in the United States, economic uncertainties have arisen that have had, and will continue to have, varying impacts on municipalities. Voluntary, and then subsequently mandatory, shelter-in-place orders necessitated temporary business closings. The extent of the financial impact and other possible impacting matters are not fully known at this time. Although some facilities were closed for certain periods, all City services remained operational during the past year. Some loss of sales tax and other revenues was recognized during the year as a result of measures enacted to prevent the spread of COVID-19. The City did not obtain any loans or defer the payment of federal employment taxes. As of September 2023, the City received Coronavirus State and Local Fiscal Recovery Funds of approximately $8,138,000, of which all have been obligated and recognized as revenue.

Note 16. Interlocal Agreements

In 1970, the City entered into an interlocal agreement with Eastern Sarpy County Suburban Fire Protection District to provide fire protection and emergency rescue services throughout the District. As compensation for providing such services, the District agreed to pay a proportional share of the fire department operating expenses based on the valuation of the District compared to the combined valuation of the District and the City but limited to the annual levy limit allowed by state statute. The City billed approximately $1,213,120 to the District for the year ended September 30, 2023, of which $606,560 was due to the City at year-end.

Note 17. Assignment of Future Cellphone Tower Lease Revenues

On December 10, 2013, the City entered into an agreement with a third party, under which the City relinquishes to the third party its future cellphone tower lease revenues for the next 40 years. The City received from the third party a lump-sum payment of $2,650,000 in exchange for the rights to receive and retain 100 percent of the City's cellphone tower lease revenues through 2053 for those cell tower sites in existence at December 10, 2013. The proceeds were used to fund general operations of the City and are shown as other long-term liabilities on the statement of net position which are being amortized over the life of the agreement.

Note 18. Tax Abatements

The City of Bellevue provides tax abatements under the Tax Increment Financing Program (TIF) to encourage improvements to blighted property. The program is established under the auspices of a state statute (Article 21, Section 18-2101 – 2144) empowering cities and counties to establish such programs. The abatements equal 100 percent of the additional property tax resulting from the increase in assessed value as a result of the improvements, are administered as a rebate of the incremental taxes generated from the improvements to property, and last for up to 15 years. Eligibility for approval requires the property to have no loss of pre-existing tax revenues and the developer demonstrates the project is not feasible without TIF. Abatements are obtained through application by the property owner and are reviewed and approved by a TIF council prior to commencing the improvements. These abatements reduce the net property tax to the City of Bellevue and meet the definition of a tax abatement in GASB Statement No. 77, *Tax Abatement Disclosures*. Taxes abated under TIF for the year ended September 30, 2023 were approximately $30,000.

Note 19. Subsequent Events

In February 2024, the City issued General Obligation Refunding Bonds totaling $7,950,000. The bonds were used to refund $8,955,000 of General Obligation Refunding Bonds, Series 2020B and pay the costs of issuance. The bonds bear interest at 5% and have a final maturity of September 15, 2026.

In March 2024, the City issued General Obligation Refunding Bonds totaling $11,000,000. The bonds are to be used for the purpose of payments of certain improvements and construction in Water Extension District No. 2024-1 and pay the costs of issuance. The bonds bear interest at 5% and have a final maturity of September 15, 2030. Subsequent to year-end, the City Council approved an agreement for water line extension costs of approximately $11,065,000.

In February 2024, the City Council authorized issuance of tax supported municipal bonds up to $60,000,000 for the purchase of land and construction of the Bellevue City Waterpark. Subsequent to year-end, the City Council approved an agreement for water park design and construction services of approximately $5,000,000.

Required Supplementary Information

Schedule of Changes in the City's Police Pension Plan Net Pension Liability and Related Ratios

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Total Pension Liability									
Service cost	$ 21,368	$ 20,746	$ 20,797	$ 20,191	$ 20,569	$ 19,970	$ 51,455	$ 49,956	$ 21,294
Interest	56,931	66,195	71,335	73,986	77,735	75,995	75,969	100,818	95,327
Changes of benefit terms	613,567	-	63,544	-	-	-	-	-	-
Differences between expected and actual experience	2,327,776	-	82,356	-	457,186	-	57,115	-	1,316,179
Effect of assumption changes or inputs	(887,906)	-	115,382	-	276,307	-	10,597	-	575,754
Benefit payments	(894,152)	(105,811)	(105,811)	(283,712)	(86,663)	(11,658)	(266,392)	(1,378,670)	(1,029,443)
Net change in total pension liability	1,237,584	(18,870)	247,603	(189,535)	745,134	84,307	(71,256)	(1,227,896)	979,111
Total pension liability - beginning	2,942,269	2,961,139	2,713,536	2,903,071	2,157,937	2,073,630	2,144,886	3,372,782	2,393,671
Total pension liability - ending (a)	$ 4,179,853	$ 2,942,269	$ 2,961,139	$ 2,713,536	$ 2,903,071	$ 2,157,937	$ 2,073,630	$ 2,144,886	$ 3,372,782
Plan Fiduciary Net Position									
Contributions - employer	$ 894,152	$ 105,811	$ 105,811	$ 283,712	$ 86,663	$ 11,658	$ 266,392	$ 1,378,670	$ 1,029,443
Benefit payments	(894,152)	(105,811)	(105,811)	(283,712)	(86,663)	(11,658)	(266,392)	(1,378,670)	(1,029,443)
Net change in plan fiduciary net position	-	-	-	-	-	-	-	-	-
Plan fiduciary net position - beginning	-	-	-	-	-	-	-	-	-
Plan fiduciary net position - ending (b)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's Net Pension Liability - Ending (a) - (b)	$ 4,179,853	$ 2,942,269	$ 2,961,139	$ 2,713,536	$ 2,903,071	$ 2,157,937	$ 2,073,630	$ 2,144,886	$ 3,372,782
Plan fiduciary net position as a percentage of the total pension liability	-	-	-	-	-	-	-	-	-
Covered payroll	$ 5,420,694	$ 5,162,685	$ 5,012,316	$ 6,072,528	$ 5,895,658	$ 6,282,727	$ 6,099,735	$ 6,537,271	$ 6,858,238
City's net pension liability as a percentage of covered payroll	77.11%	56.99%	59.08%	44.69%	49.24%	34.35%	34.00%	32.81%	49.18%

Note to Schedule:
Results for the other years within the last ten years are not available and will be developed prospectively from 2015.

Changes in assumptions since the last actuarial valuation:
2023
- increase in discount rate from 2.26% to 4.09%
- State Statute Actuarial Equivalence for Minimum Benefits assumes updated mortality table (from IRS 2021 Mortality Table to IRS 2023 Mortality Table)

2021
- decrease in discount rate from 2.66% to 2.26%
- State Statute Actuarial Equivalence for Minimum Benefits assumes updated mortality table (from IRS 2019 Mortality Table to IRS 2021 Mortality Table)

2019
- decrease in discount rate from 3.64% to 2.66%
- State Statute Actuarial Equivalence for Minimum Benefits assumes updated mortality table (from IRS 2017 Mortality Table to IRS 2019 Mortality Table)

2017
- decrease in discount rate from 3.68% to 3.64%
- State Statute Actuarial Equivalence for Minimum Benefits assumes updated mortality table (from IRS 2015 Mortality Table to IRS 2017 Mortality Table)

2015
- decrease in discount rate from 5.00% to 3.68%
- expected rate of return decreased from 7.5% to 7.00%
- State Statute Actuarial Equivalence for Minimum Benefits assumes updated mortality table (from IRS 2012 Mortality Table to IRS 2015 Mortality Table)

City of Bellevue, Nebraska
Required Supplementary Information
September 30, 2023

Schedule of City Contributions for the Police Pension Plan

Actuarially determined employer contribution	$ 894,152	$ 105,811	$ 105,811	$ 283,712	$ 86,663	$ 11,658	$ 266,392	$ 1,378,670	$ 1,029,443
Actual employer contributions	894,152	105,811	105,811	283,712	86,663	11,658	266,392	1,378,670	1,029,443
Annual contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered payroll - current	$ 5,420,694	$ 5,162,685	$ 5,012,316	$ 6,072,528	$ 5,895,658	$ 6,282,727	$ 6,099,735	$ 6,537,271	$ 6,858,238
Actual contributions as a percentage of covered payroll	16.50%	2.05%	2.11%	4.67%	1.47%	0.19%	4.37%	21.09%	15.01%

Note to Schedule:
Results for the other years within the last ten years are not available and will be developed prospectively from 2015.

Valuation date: 9/30/2023, 9/30/2021, 9/30/2019, 9/30/2017

Actuarially determined contribution rates are calculated as the City's contributions paid to retirees during the fiscal year to fund the minimum pension benefits of the Plan.

Methods and assumptions used to determine contribution rates:

Actuarial cost method: Immediate

Amortization method: Level dollar, closed

Asset valuation method: Market Value

Salary increases: 3%

Investment rate of return: Actual annuity purchase rates and 7%

Mortality table:

9/30/2023	Actual annuity purchase rates and the IRC Section 417(e)(3) tables
9/20/2021, 9/30/2019, 9/30/2017	Actual annuity purchase rates and the 1994 GAM table

Schedule of Changes in the City's Other Postemployment Benefits Plan Liability and Related Ratios

	2023	2022	2021	2020	2019	2018	2017	2016
Total OPEB Liability								
Service cost	$ 713,144	$ 295,031	$ 286,438	$ 229,023	$ 222,352	$ 260,498	$ 252,911	$ 158,600
Interest	150,642	79,856	76,576	137,754	130,633	118,853	116,828	122,218
Differences between expected and actual experience	-	824	-	(466,661)	-	(609,224)	-	663,793
Effect of assumption changes or inputs	-	(444,227)	-	417,115	-	(254,111)	-	658,007
Benefit payments	(209,157)	(222,193)	(224,232)	(186,187)	(192,410)	(281,144)	(338,527)	(307,096)
Net change in total other postemployment benefits liability	654,629	(290,709)	138,782	131,044	160,575	(765,128)	31,212	1,295,522
Total other postemployment benefits liability - beginning	3,138,741	3,429,450	3,290,668	3,159,624	2,999,049	3,764,177	3,732,965	2,437,443
Total other postemployment benefits liability - ending	$ 3,793,370	$ 3,138,741	$ 3,429,450	$ 3,290,668	$ 3,159,624	$ 2,999,049	$ 3,764,177	$ 3,732,965

Notes to Schedule:
No assets are accumulated to pay the above benefits.
Results for the other years within the last 10 years are not available and will be developed prospectively from 2016.

Changes in assumptions since last actuarial valuation:
2022
- increase in discount rate from 2.21% to 4.02%
- medical trend rate changed to 5.25% grading to 5.0% over three years
- mortality table changed to RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2021 generational projection of future mortality improvement

2020
- decrease in discount rate from 4.18% to 2.21%
- medical trend rate changed to 6.0% grading to 5.0% over five years
- mortality table changed to RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2019 generational projection of future mortality improvement

2018
- increase in discount rate from 3.06% to 4.18%
- medical trend rate changed to 6.5% grading to 5.0% over seven years
- mortality table changed to RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2017 generational projection of future mortality improvement

2016
- decrease in discount rate from 5.00% to 3.06%
- medical trend rate changed to 7.0% grading to 5.0% over eight years
- mortality table changed to RP 2014 annuitant distinct mortality table adjusted to 2006 with MP 2015 generational projection of future mortality improvement

*8a.
4/16/2024

We Influence The World!

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

MEMO

To: Council President Paul Cook and Councilmember's

From: Mayor Rusty Hike

Subject: Reappointment to the Tree Board Committee

Date: April 10th, 2024

Please consider the following for appointment to the Tree Board Committee, she will all serve a four-year term ending April 2028.

Kathy Radosta
2920 Courtney Dr
Bellevue NE 68123
(402) 319-8186
ksradosta@icloud.com

Kathy Radosta is a 22-year resident of Bellevue, moving here in 2002 with her husband's orders to Offutt Air Force Base. Although now an empty nester, her community involvement for many years revolved around her children with Leonard Lawrence PTA, Girl Scouts, First Presbyterian Church, and Bellevue Swim Club.

Kathy grew up in a gardening family, spending summers on her grandparents' farm near Kimballton, Iowa. There she learned about peonies, vegetable gardens, and planting trees. She is quick to share her love of gardening with anyone who will let her help them dig in their own plots of soil. In a similar vein, her work with Girl Scouts culminated in helping her daughter's troop secure a grant from OPPD to plant trees in the front lawn of the (then) new Lewis and Clark Middle School in Bellevue.

Professionlly, having earned B.A.s in Spanish and Russian and an M.A. in Russian from the University of Minnesota, she returned to college at UNO in 2004 to get her teaching certification so that she could teach high school Spanish (or possibly Russian). Opportunities became available at UNO which led her to also complete an M.A. in English with an emphasis in language studies and TESOL (Teaching English to Speakers of Other Languages). She became full-time faculty in the English Department at UNO and has spent the past 14 years teaching Composition I, Composition II, and ESL courses as well as being the Associate Director of the UNO Writing Center.

This past July, she retired and now has the time to focus on community involvement and achieving a life-long goal of becoming a Master Gardener. As a part of the Master Gardener certification requirements, she has been assigned to work in the Teaching Gardens at the Eastern Nebraska Veteran's Home, where she, along with her crew, will develop and maintain the green space around the Veteran's Home. The area has a Purple Heart Garden, rain gardens, bioswales, and is a certified pollinator habitat. Kathy is excited for the gardening work and honored to maintain these gardens for the enjoyment of military veterans and their families.

Kathy lives with her husband, Jon, their elderly rescue cat (Tuni) and their English Springer Spaniel (Louie). Their daughters, Kate and Caroline, are graduates of Bellevue West High School. Kate works and lives with her husband in New York City and Caroline works and lives in Bloomington, Minnesota.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
4/16/2024

COUNCIL MEETING DATE: March 19, 2024			SUBMITTED BY: Code Enforcement		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE	✓	PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS		OTHER	

SUBJECT:

Ordinance No. 4152 to Amend Chapter 18 of the Bellevue Municipal Code by Amending Section 18-95 Regarding Parking of Trucks and to Provide and Effective Date

SYNOPSIS/BACKGROUND:

Code Enforcement recommends this amendment to Section 18-95 of the City Code to add certain language to the current ordinance, which currently results in a possible misapplication of the ordinance's intended purpose. Section 18-95 of City Code intends to prohibit semi trucks, dump trucks, and large trucks of the like from being stored on the street. Currently, the ordinance only applies to those trucks that have exactly a five-ton sticker and does not encompass any truck that could have a seven or ten ton sticker, for example. The proposed "or greater" language, would include trucks that have tonnage stickers exceeding five-tons, and ensure the ordinance is applied as intended.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4152 and authorize Mayor to Sign.

ATTACHMENTS:

1.	Ordinance 4152 - Redline	2.	Ordinance 4152 -Clean Copy	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. 4152

AN ORDINANCE TO AMEND CHAPTER 18, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 18-95 REGARDING PARKING OF TRUCKS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 18, Section 18-95 of the Bellevue Municipal Code is hereby amended to read as follows:

§ 18-95 PARKING OF TRUCKS.

(A) It shall be unlawful for any person to park a truck, semi-trailer, tractor, or truck tractor with a five-ton or greater license certificate or plate and which exceeds eight (8) feet in width or twenty-one (21) feet in length on any street within the city except for that period of time necessary for loading and unloading, delivery or collection of goods, wares and merchandise. In no event shall this period of time exceed two hours.

(B) Subsection (A) shall not apply to trucks or motor vehicles being used within the city in connection with construction, repair, service or moving operations.

Section 2. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ___ day of _____ 2024.

ATTEST:

_____
Mayor, Rusty Hike

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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

ORDINANCE NO. 4152

AN ORDINANCE TO AMEND CHAPTER 18, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 18-95 REGARDING PARKING OF TRUCKS AND TO PROVIDE AN EFFECTIVE DATE.

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(B) Subsection (A) shall not apply to trucks or motor vehicles being used within the city in connection with construction, repair, service or moving operations.

Section 2. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ___ day of _____ 2024.

ATTEST:

_____
Mayor, Rusty Hike

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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

Shirley Harbin

From: Brian Hanson <bri-han@cox.net>
Sent: Tuesday, April 2, 2024 4:01 PM
To: Shirley Harbin
Subject: Fwd: [EXT] Public Testimony for City Council Meeting on 4/2/24

Sent from my iPhone

Begin forwarded message:

> **From:** Brian Hanson <bri-han@cox.net>
> **Date:** April 2, 2024 at 15:48:07 CDT
> **To:** susan.kluthe@bellevue.net, City Administrator Jim Ristow <jim.ristow@bellevue.net>
> **Subject: Public Testimony for City Council Meeting on 4/2/24**
>
> Reference 4/2/24 City Council Agenda item 12a, I'm submitting this email as my public testimony regarding Ordinance 4152. I am physically unable to attend tonight's meeting and wish it to be included in the minutes.
>
> Often there are larger commercial vehicles parked on residential driveways. I would suggest that verbiage be added to specifically prohibit semi truck tractors, commercial trailers, tow trucks and other types of equipment like this from residential driveways, parking areas on residential properties and residential streets.
>
> Thank you for listening and for your consideration.
>
> Brian A. Hanson
> 2704 Georgia Ave
> Bellevue NE 68147-2461

> Sent from my iPhone

RECEIVED
APR 02 2024
CITY CLERK

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
4/16/2024

COUNCIL MEETING DATE: April 16, 2024			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 Lot 2, Menke's Second Addition, from BG to MU for the purpose of a mixed-use development, with site plan approval. Applicant: Housing Foundation for Sarpy County. General Location: 2202 Pleasantview Lane.

SYNOPSIS/BACKGROUND:

Carolyn Pospisil, on behalf of the Housing Foundation for Sarpy County, has submitted a request for a change of zone for Lot 2, Menke's Second Addition, for the purpose of mixed-use development, with site plan approval. The applicant is requesting a change of zone from BG (General Business) to MU (Mixed Use). The proposed development will consist of a 22,484 square foot 4-story building containing 5,352 square feet of commercial space. The residential space will have 24 units consisting of twelve studio, six one-bedroom, and six two-bedroom apartments. The property is located within the Fort Crook Road Corridor. The proposed development aligns with the goals and vision of the Fort Crook Road 2040 Plan and will help to create a unique, mixed-use corridor. Additionally, the mixed-use zoning will create a buffer between the commercially zoned properties along Fort Crook and the residential neighborhood to the east.

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. 4153
4.	Mixed-Use Agreement	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: Housing Foundation for Sarpy County

CASE #: Z-2402-01

CITY COUNCIL HEARING DATE: May 7, 2024

REQUEST: to rezone Lot 2, Menke's Second Addition, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG to MU for the purpose of mixed-use development, and site plan approval.

On March 28, 2024, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, Fort Crook Road 2040, as well as lack of perceived negative impact upon the surrounding area, and contingent upon relocation of the trash receptacle on the northeast side to another location.

VOTE:

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

Planning Commission Hearing (s) was held on: March 28, 2024

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2402-01

FOR HEARING OF:
REPORT #1: March 28, 2024
REPORT #2: April 16, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Housing Foundation for Sarpy County
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68147

B. PROPERTY OWNERS:

Housing Foundation for Sarpy County
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68147

C. GENERAL LOCATION:

2202 Pleasantview Lane

D. LEGAL DESCRIPTION:

Lot 2, Menke's Second Addition, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 2, Menke's Second Addition from BG to MU.

2. Site Plan approval for Lot 2, Menke's Second Addition

F. EXISTING ZONING AND LAND USE:

BG/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone with site plan approval for the purpose of a mixed-use development.

H. SIZE OF SITE:

The site is approximately 1.22 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is vacant. The west portion of the property has a hard surface parking area while the eastern portion is covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Residential, BG and BGH
2. **East:** Single-family residential, RS-84
3. **South:** Commercial, BG
4. **West:** Commercial, BG

C. REVELANT CASE HISTORY:

1. On May 17, 2010, the small subdivision plat of Lots 1 and 2, Menke's Second Addition, being a replat of Lot 2, Menke's Addition, Lot 20, Rybin's Subdivision Number 2, and Lot 99C, Lindyview Number 2 Second Replat, all located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska was approved administratively.

2. On June 24, 2010, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Menke's Second Addition, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BG and BGH to BG and BGH for the purpose of commercial development.

2. On March 28, 2024, the Planning Commission recommended approval of a request to rezone Lot 2, Menke's Second Addition, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from BG to MU for the purpose of mixed-use development and sit plan approval.

D. APPLICABLE REGULATIONS:

1. Section 5.19, Zoning Ordinance, regarding MU uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.

2. Access is proposed from private drives off Pleasantview Lane.

D. UTILITES:

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

E. ANALYSIS:

1. Carolyn Pospisil, on behalf of the Housing Foundation for Sarpy County, has submitted a request for a change of zone (with site plan approval) for Lot 2, Menke's Second Addition, for the purpose of mixed-use development.

2. The applicant is requesting a change of zone from BG to MU.

The intent of the MU district is to accommodate projects that combine several compatible land uses into an integrated development and to allow for flexibility in the siting of buildings and the layout of lots. The district permits mixing residential areas with workplaces and services.

The applicant is proposing a mixed-use development with both multi-family residential and commercial space.

3. The proposed development will consist of a 22,484 square foot 4-story building containing 5,352 square feet of commercial space. The residential space will have 24 units consisting of twelve studio, six one-bedroom, and six two-bedroom apartments.

4. The site plan shows a total of 72 parking stalls for the development. Forty-eight stalls are designated for the residential use, and twenty-four parking stalls are provided for the mixed-use retail/commercial space.

The number of parking spaces meets the minimum requirements.

5. The landscape plan for the development has been reviewed by staff and meets the intent of the ordinance.

Onsite detention is also being provided.

6. A draft Mixed-Use Agreement has been submitted and reviewed by the City Attorney.

7. As part of the requirements of the MU district, the applicant has provided a building elevation which is attached to this report as part of the Mixed-Use Agreement. The building elevations and proposed materials follow the intent of Section 8.12, Design Standards.

8. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County GIS/911, and the Bellevue 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.

No comments were received on this case.

9. In the applicant's justification statement, it was noted this property is located within the Fort Crook Road Corridor development area. The applicant believes the rezoning of the property to mixed-use aligns with the goals and vision of the Fort Crook Road 2040 Plan and will help to create a unique, mixed-use corridor. Additionally, the mixed-use zoning will create a buffer and fit well between the commercially zoned properties along Fort Crook and the residential neighbors to the east.

Staff agrees this development is compatible with the surrounding area. This development is in conformance with the Fort Crook Road 2040 Plan.

10. This property is designated for commercial use in the Future Land Use Map of the Comprehensive Plan based on its current zoning.

Staff does not recommend amending the Future Land Use Map as the city is currently undergoing a Comprehensive Plan update and this area will be reviewed as part of that process.

11. The Planning Commission recommended looking at an alternate placement for the dumpster enclosure, to move it farther away from the residential neighborhood to the east.

TD2, the applicant's engineer, looked at alternate placement. The dumpster enclosure cannot go in the OPPD easement near the northwest corner of the property, so if the enclosure were to move, it would have to go along the street frontage along the southern property line.

Staff is not supportive of moving the dumpster enclosure along the street frontage. Section 8.12, Zoning Ordinance for Design Standards, discourages that. The applicant anticipates trash pick up will only be once weekly, creating minimal disruption to the adjacent neighborhood.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL base upon conformance with the Zoning Ordinance, Subdivision Regulations, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL base upon conformance with the Zoning Ordinance, Subdivision Regulations, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area and contingent upon relocation of the trash receptacles located on the northeast.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Zoning Justification Letter dated March 4, 2024
4. Site plan received February 23, 2024
5. Landscape plan received February 23, 2024
6. Mixed-Use Agreement received February 23, 2024

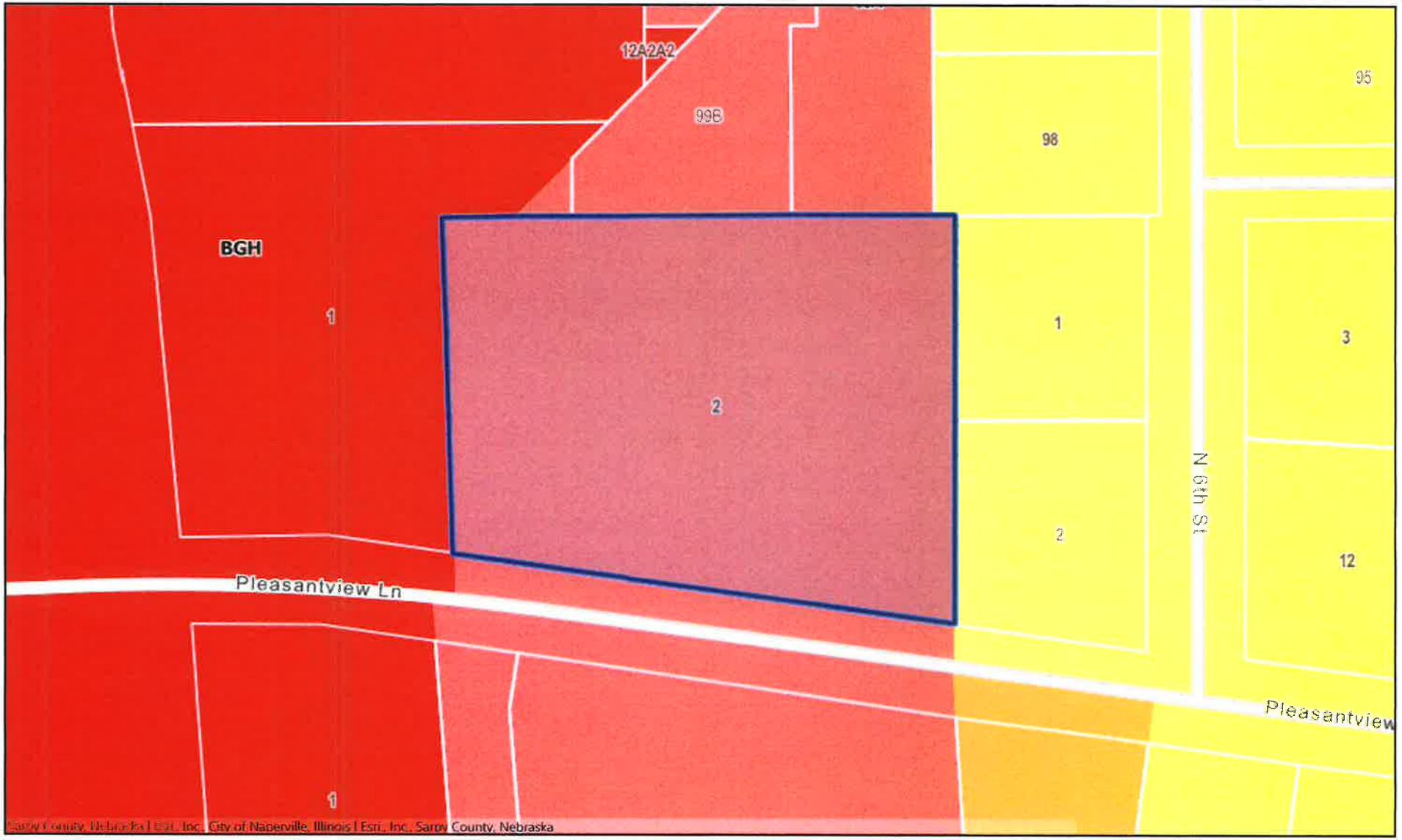
VII. COPIES OF REPORT TO:

1. Carolyn Pospisil, Housing Foundation for Sarpy County
2. Thompson, Dressen &Dorner, Inc (Trevor Veskrna)
3. Public Upon Request

Assistant Planning Manager

Planning Director Date of Report 04/08/24

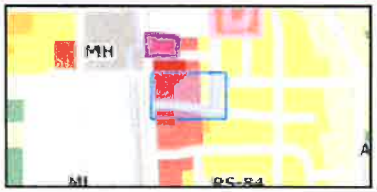
SARPY COUNTY
NEBRASKA



0 100 200 ft

Map Scale 1: 1128

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



Notes

SARPY COUNTY
NEBRASKA



0 100 200 ft

Map Scale 1: 1128

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Notes

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Road
Omaha, NE 68154
402.330.8860

March 4, 2024

City of Bellevue
Attn: Tammi Palm, Planning Director
1510 Wall Street
Bellevue, NE 68005

Sent via Email: Tammi.Palm@bellevue.net

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MAR 04 2024
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RE: Pleasantview Mixed Use Building
2202 Pleasantview Lane
Bellevue, NE 68005
Rezoning Justification Letter

Ms. Palm,

Housing Foundation for Sarpy County is requesting a rezoning of the subject property from BG (general business) to MU (mixed use) to allow for the development of mixed-use commercial and multi-family apartment building. The Future Land Use of the property is listed as commercial. Housing Foundation for Sarpy County is requesting the Future Land Use Map be amended to Mixed Use for the subject property.

Site Characteristics and History
The property is owned by the Housing Foundation for Sarpy County and is currently zoned BG for general business. In 2010, the property was replatted as Lot 2, Menke's Second Addition and contains 53,109 square feet, or approximately 1.22 acres. In addition, the property is located within the Fort Crook Road Corridor.

Surrounding Uses
North: Osborn Property Group LLC
Zone: BG

East: Single family homes
Zone: RS-84

South: NKP Property Rental LLC
Zone: BG

West: Fett's Property
Zone: BGH

Justification of Request

The proposed development is located within the Fort Crook Road Corridor. Bellevue has created a development plan along this corridor that aims to transform the Fort Crook area into a unique and exciting corridor that is punctuated by lively, mixed-use, and pedestrian oriented districts. As mentioned in the Fort Crook Road Plan, the existing Fort Crook Corridor has taken on the characteristics of an aging commercial strip, which matches the current property zoning. We believe the rezoning of the property to mixed-use aligns with the goals and vision of the Fort Crook Road Plan and helps to create a unique and mixed-use corridor. Additionally, the mixed-use zoning will create a buffer and fit well between the commercially zoned properties along Fort Crook and the residential neighbor to the east.

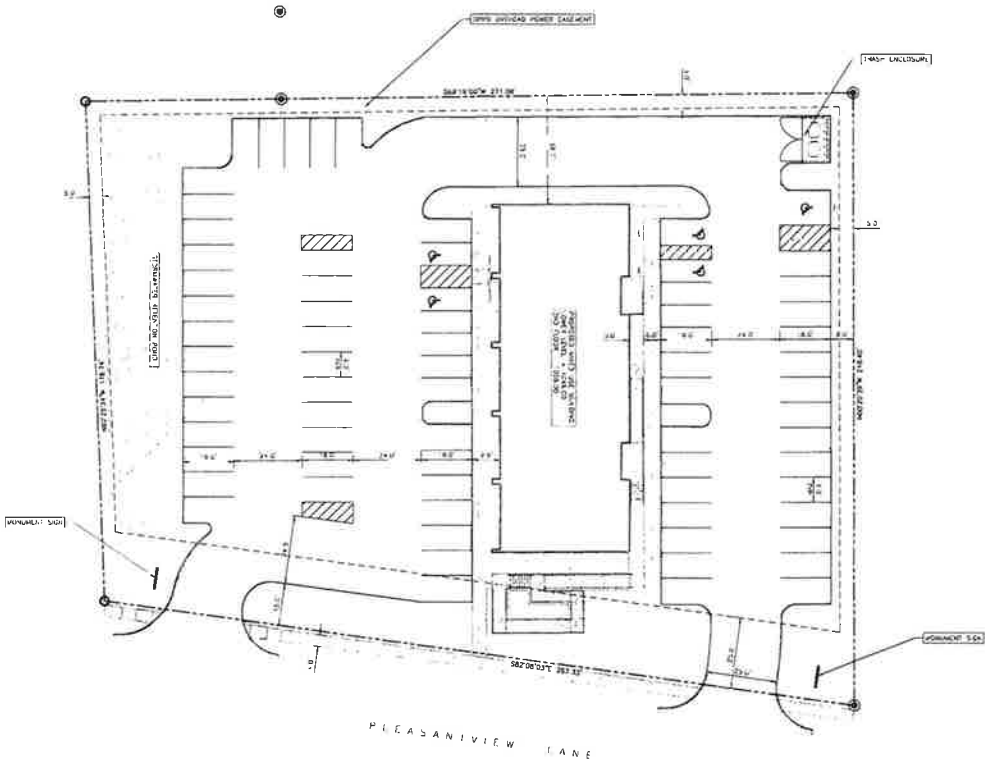
For these reasons, the applicant requests that the property be rezoned from BG to MU.

Respectfully,

THOMPSON, DREESSEN & DORNER, INC.

Trevor Veskrna, P.E.

TDV/slh





VICINITY MAP

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE 402-330-8860

NOTES

1. EXISTING ZONING IS BC (GENERAL BUSINESS). PROPOSED ZONING IS MU (MIXED USE)
2. OVERHEAD POWER LINES CROSS THE SITE. EASEMENT LOCATION IS ASSUMED
3. WATER AND GAS TO BE PROVIDED BY M.U.D.
4. POWER TO BE PROVIDED BY O.P.P.D.

SITE LEGEND

PROPOSED P.C.C. PAVEMENT

PROPOSED P.C.C. SIDEWALK

OVERHEAD UTILITY LINE

BUILDING SETBACK LINE

ADA ROUTE

SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (SF/AC)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	FLOOR AREA RATIO	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)
LOT 1	MIXED USE (MU)	52,101 SF / 1.20 AC	5,941	11.5	23,764	0.46	16,750	22,571	43	14,738	28

PARKING STATISTICS

PARAMETERS	REQUIRED STALLS	PROVIDED STALLS
4.5 STALLS PER 1,000 S.F. OF LEASABLE MULTI-TENANT SPACE	15,252 / 1,000 x 4.5 = 69	69
2 STALLS PER DWELLING UNIT	24 UNITS * 2 = 48 STALLS	48
TOTAL	72 STALLS	72 STALLS

SETBACK REQUIREMENTS

MU	REQUIRED	PROPOSED
FRONT YARD	n/a	25
SIDE YARD	n/a	5
REAR YARD	n/a	5

BUILDING STATISTICS

STORIES	HEIGHT	COMMERCIAL SPACE (SF)	UNITS	BEDROOMS	FLOOR AREA (SF)	DENSITY (UNITS/AC)
4	45'-10"	5,452	24	36	23,764	19.97

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0' 10' 20'

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com
dba: TD2 Engineering & Surveying
NE CA-0199

Pleasantview Mixed Use Building

2202 Pleasantview Lane
Bellevue, NE 68005

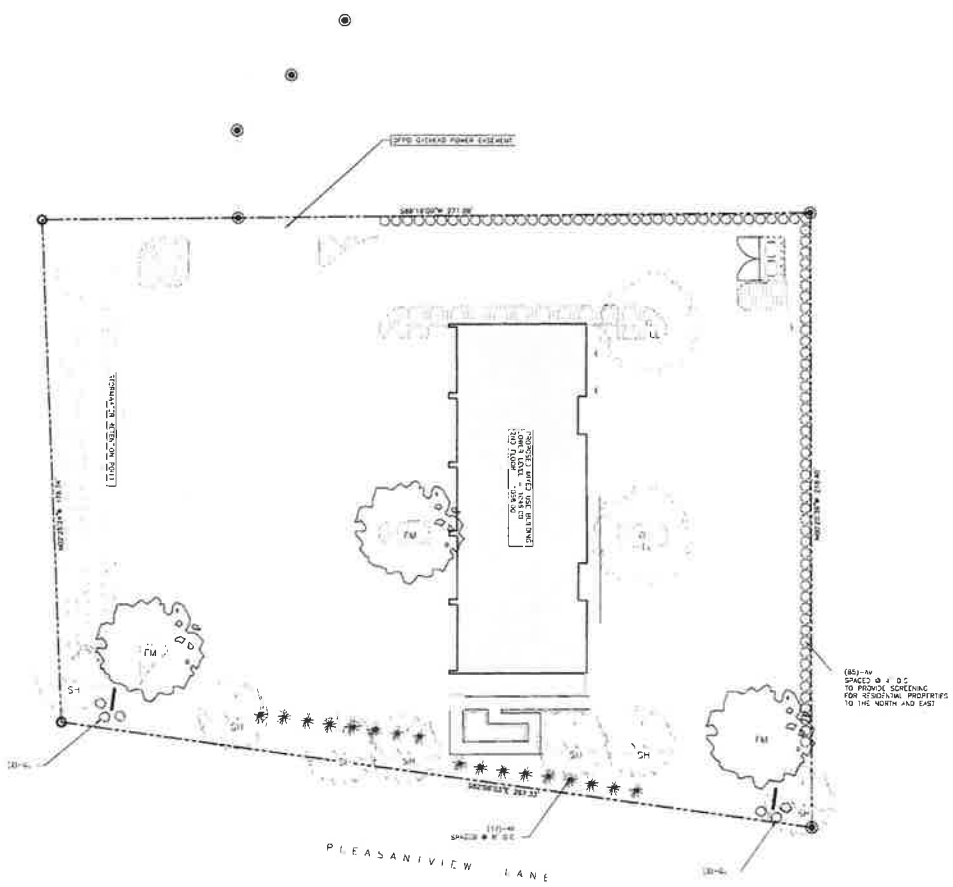
Banyan Homes, Inc.

No.	Description	MM-DD-YY

Drawn By: TDV Reviewed By: DSD
Job No: 1270-104 Date: 01-17-23

SPR Site Plan

C1.0



PLANT SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND	MATURE HEIGHT	MATURE SPREAD	TOTAL QUANTITY
SH	GLEDITSIA TRIACANTHOS INERMIS	SKYLINE HONEYLOCUST	2.5" CAL. MIN.	B&B	45'	35'	7
FM	ACER X FREEMANII	FREEMAN'S MAPLE	2.5" CAL. MIN.	B&B	50'	40'	3
TA	TILIA CORDATA	GREENSPIRE LITTLELEAF LINDEN	2.5" CAL. MIN.	B&B	40'	35'	2
AV	VIBURNUM DENTATUM	ARROWWOOD VIBURNUM	5 GAL. MIN.	CONT	6'	8'	85
GL	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	5 GAL. MIN.	CONT	3'	6'	6
AF	CALAMAGROSTIS ACUTIFLORA	KARL FOERSTER	5 GAL. MIN.	CONT	5'	3'	17

NOTE: PLANT SCHEDULE IS APPROXIMATE AND SUBJECT TO CHANGE. HOWEVER, ANY CHANGES MUST BE IN ACCORDANCE WITH THE CITY OF BELLEVUE'S LANDSCAPE ORDINANCES AND REGULATIONS

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VICINITY MAP

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

NOTES

1. EXISTING ZONING IS GB (GENERAL BUSINESS) PROPOSED ZONING IS MU (MIXED USE)
2. OVERHEAD POWER LINES CROSS THE SITE. EASEMENT LOCATION IS ASSUMED
3. WALK AND DRIVE TO BE PROVIDED BY P.C.C.
4. PORCH TO BE PROVIDED BY O.P.P.D.

SITE LEGEND

PROPOSED P.C.C. PAVEMENT

PROPOSED P.C.C. SIDEWALK

PARKING LOT LANDSCAPE AREA NATIVE GRASSES, LOW LYING SHRUBS

LANDSCAPE CALCULATIONS

STREET YARD LANDSCAPING (SEC. 9.12.05)

REQUIREMENT
- MINIMUM 15 FT DEEP LANDSCAPED YARD

PROVIDED
- 15 FT

PARKING LOT LANDSCAPING (SEC. 9.12.06)

REQUIREMENTS
- INTERIOR LANDSCAPING: 10 S.F. PER PARKING STALL
  TOTAL PARKING STALLS IN PARKING LOT = 72 STALLS
  72 STALLS * 10 S.F. / STALL = 1,368 S.F.

PROVIDED
- INTERIOR LANDSCAPING IN PARKING LOT = 1,673 S.F.

TREE REQUIREMENTS (SEC. 9.12.06)

SHRUB YARD AREA
- ONE DECIDUOUS SHADE OR ONE ORNAMENTAL TREE AND THREE SHRUBS FOR EVERY 40 L.F. OF STREET FRONTAGE

  267 L.F. OF FRONTAGE / 40 = 6.67 TREES
  NEED 7 TREES
  NEED 21 SHRUBS

  PROVIDED
  7 STREET TREES
  23 SHRUBS

PARKING LOT INTERIOR TREES
  PARKING LOT: 1,368 S.F. / 300 S.F. = 4.56
  NEED 5 TREES



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dba: TD2 Engineering & Surveying
NE CA-0199

Pleasantview Mixed Use Building

2202 Pleasantview Lane
Bellevue, NE 68005

Banyan Homes, Inc.

No.	Description	MM-DD-YY

Drawn By TDV Reviewed By DSD
Job No 1270-104 Date 01-17-23

SPR Landscape Plan

C3.0

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FEB 2 3 2024
PLANNING DEPT.

MIXED USE DEVELOPMENT AGREEMENT

THIS MIXED USE DEVELOPMENT AGREEMENT (hereinafter "Agreement") made pursuant to Article 5.19 of the Zoning Ordinances of the City of Bellevue, made and entered into this _____ day of _____, 20____, by and between THE CITY OF BELLEVUE, NEBRASKA, a municipal corporation, (hereinafter "City") and BANYAN HOMES, INC., a Limited Liability Company, (hereinafter "Developer").

WITNESSED:

WHEREAS, Developer is the legal owner of the real estate described on the attached Exhibit "A", which is incorporated herein by this reference and desires to establish and develop such property according to the provisions of Article 5.19 of the City Zoning Ordinances for the development of the Pleasantview Mixed Use Project;

WHEREAS, Developer desires to establish and develop such Property according to the provisions of Article 5.19 of the City Zoning Ordinances for the development of the Pleasantview Mixed Use Project (hereinafter the "Project");

WHEREAS, in accordance with the requirements of the City Code, Developer has presented a site plan attached hereto as Exhibit "B" and incorporated herein by this reference (hereinafter the "Development Plan");

WHEREAS, City, in the interest of maintaining the public health, safety and welfare, desires to assure that the Project is developed substantially in accordance with the Development Plan and therefore considers this Agreement to be in the best interests of the City;

WHEREAS, Developer is willing to commit itself to the development of the Project substantially in accordance with the Development Plan and desires to have a reasonable amount of flexibility to carry out the Project and therefore considers this Agreement to be in its best interests; and

WHEREAS, the City and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

Section 1
Definitions

For the purposes of this Agreement, the definitions in the Bellevue Municipal Code, shall apply. In addition, "site improvement" shall mean any building, parking, landscaping, signage, fencing, or other regulated structures.

Section 2
Development Plan

A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the City of Bellevue Comprehensive Plan, the City of Bellevue Zoning and Subdivision regulations, the terms and conditions of this Agreement, the Development Plan, and the specific design criteria, including elevations (the "Design Criteria"), which is attached hereto as Exhibit "C" and by this reference incorporated herein.

B. It is intended that this Development Plan be a general schematic of the development indicating the manner in which the Developer intends to meet the requirements of this Agreement. All parties recognize that from time to time for good and sufficient reasons it may be necessary for the Developer to alter the size, location, use, or type of the buildings or other site improvements.

C. Developer reserves the right to modify the Development Plan by minor amendment provided that such modifications conform to the provisions of Section 5.19.05 of the Bellevue Zoning Ordinance. All changes relating to waiver or reduction of regulatory standards or Permitted Uses shall be considered major amendments to be reviewed by the Planning Commission and approved by the City Council. All other changes shall be considered minor. The City Administrative Official is authorized at his/her discretion to approve amendments to this Agreement; provided that:

   1. A written request is filed with the Planning Director, along with information specifying the exact nature of the proposed amendment;

   2. The amendment is consistent with the provisions of Bellevue Zoning Ordinance Section 5.19.05; and;

   3. The amendment does not alter the approved site regulations of the Development Plan or this Agreement and does not materially alter other aspects of the Development Plan, including traffic circulation, mixture of use types and physical design.

D. In the event there is a conflict between the dimensions shown on the Development Plan and the regulatory terms of this Agreement relating to site development, parking, landscaping or signage regulations, the more restrictive standard shall apply, unless such discrepancy is specifically agreed to in this Agreement or the Exhibits attached hereto.

Section 3
Installation of Public and Private Improvements

A. Developer agrees to commence the timely and orderly installation of all public improvements not being installed by the City following execution of this Agreement pursuant to appropriate provisions of the City of Bellevue Code. The installation of such public improvements may occur concurrently with private improvements, but the site-specific private improvements shall be completed prior to an occupancy certificate being issued for such lot unless otherwise provided by the terms of this Agreement, pursuant to Development Plan.

B. Prior to the commencement of the construction of the public improvements, Developer shall submit to the Public Works Department plans and specifications for such improvements, adequate liability insurance and indemnity in favor of the City, and adequate material and labor bonds. All plans shall be prepared by an approved licensed professional engineer and shall be subject to review and approval by the Public Works Director.

Section 4
Permitted Uses

Lot 2, Menke's Second Addition shall be developed and used in accordance with the applicable permitted uses set forth in Exhibit "E" attached hereto and incorporated herein.

Section 5
Site Development Regulations

A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the applicable site development regulations of the General Business (BG) District except as modified by the terms of this Agreement, including the exhibits hereto.

B. As long as the site development regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any structure shown on the Development Plan, within the boundaries of any platted lot subject to the following limitations:

1. The changes shall be consistent with the Design Criteria established for the area.

2. Any changes determined by the Planning Director to be inconsistent with the design criteria shall be considered a major amendment to this Agreement and will require review by the Planning Commission and approval by the City Council.

C. In addition to the above site development regulations, the provisions of the Bellevue Comprehensive Plan and Bellevue Zoning Code relating to mixed use development areas, as amended or adopted from time to time, shall also apply.

D. So long as the site development regulations or design criteria are not violated (except for any side yard set-back or landscape buffering requirements which may be modified in the event of a lot revision, combination or division), Developer may reduce or increase the number of lots as shown on the Plan by revising lot lines, combining, or dividing lots.

1. The City may, by administrative subdivision, grant any such revisions, combinations or divisions as necessary to carry out the Development Plan, subject to approval of City Planning Director.

2. An application for an administrative subdivision to make such changes shall include as an attachment a revision to the Development Plan and Design Criteria.

Section 6
Parking

A. Parking for the Project shall be in accordance with the Development Plan.

B. As long as the parking design standard regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any parking area shown on the Development Plan, within the boundaries of the property.

Section 7
Landscaping and Screening

A. Landscaping for the Project shall be according to the Design Criteria (Exhibit "C"), the Landscape Plan (Exhibit "F"), attached hereto and made a part hereof. Minor modifications may be made consistent with the standards established in the Development Plan without prior approval of the Planning Manager.

B. The development in its entirety shall not exceed an impervious coverage of ninety percent (90%).

Section 8
Signage

A. Signage for the project shall be in accordance with Article 7 of the City of Bellevue Zoning Ordinance, except as modified by the Design Criteria (Exhibit "C") attached hereto and made a part hereof. Minor modifications may be made by the Developer consistent with the standards established in the Development Plan without prior approval. The signage shall meet the minimum requirements of the Bellevue City Code for the General Business District except as modified by this Agreement, including the exhibits hereto.

B. The Project may have no more than the two (2) monument signs as identified in Exhibit "C", which shall be included in the total sign budget. The location of the monument signs shall be in conformance with Exhibit "B". All monument signage may be double sided and angled to face the street frontage(s). Digital signage may be doubled sided with no maximum refresh rate.

C. Subject to Sections A and B above, all other signage will be limited to wall signs or projecting signs, all as defined in the City of Bellevue Code.

D. A sign budget for the Project is 800 SF.

E. All signs will be installed subject to a sign permit from the City of Bellevue. Unless provided for in this Agreement, all other provisions and regulations governing signs in effect at the time of application for a sign permit shall apply.

Section 9
Miscellaneous Provisions

A. Administration. The City Administrator of the City of Bellevue or his or her designee, shall have the authority to administer this Agreement on behalf of the City and to exercise discretion with respect to those matters contained herein so long as the development proceeds in general accord with the Development Plan and with regard to those matters not fully determined at the date of this Agreement. The provisions of this Agreement shall run with the land in favor of and for the benefit of the City and shall be binding upon present and all successor owners of the real estate described in the attached Exhibit "A".

B. Nondiscrimination. Developer shall not, in the performance of this contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations, or national origin.

C. Applicable Law. All parties to this Agreement shall comply with all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.

D. Amendments/Invalidity. Except as outlined in paragraph C of "Development Plan" above, all major amendments to this Agreement shall require the approval of the City Council of the City of Bellevue and the Developer and/or its successors. The provision shall not abrogate any legal remedies available to the City Council of the City of Bellevue or the City Administrator or Planning Director of the City of Bellevue. If any provision of this Agreement is held invalid, such provisions shall be deemed to be exercised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

E. Exhibits. The following Exhibits are made a part of this Agreement and have been attached to this Agreement prior to its execution.

Exhibit "A"	- Legal Description
Exhibit "B"	- MUA Site Plan – Parking Layout
Exhibit "C"	- Architectural and Site Design Guidelines
Exhibit "E"	- Permitted Uses
Exhibit "F"	- Landscape Plan

F. Appendices. The following Appendices are made a part of this Agreement and have been attached to this Agreement prior to its execution.

Appendix "A"	- Building Elevations
Appendix "B"	- Building Materials and Color Palette
Appendix "C"	- Site Furnishings

IN WITNESS WHEREOF, the undersigned have executed this Agreement on or before the day and year first above written.

CITY OF BELLEVUE, NEBRASKA

By_____
_____, Mayor

Attest:

By_____
_____, City Clerk

DEVELOPER:

BAYAN HOMES, LLC

By: _____
_____, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____ day of _____ 20____, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came _____, Manager of _____, known to me to the identical person who executed the above instrument and acknowledged the execution thereof be his voluntary act and deed on behalf of said Company.

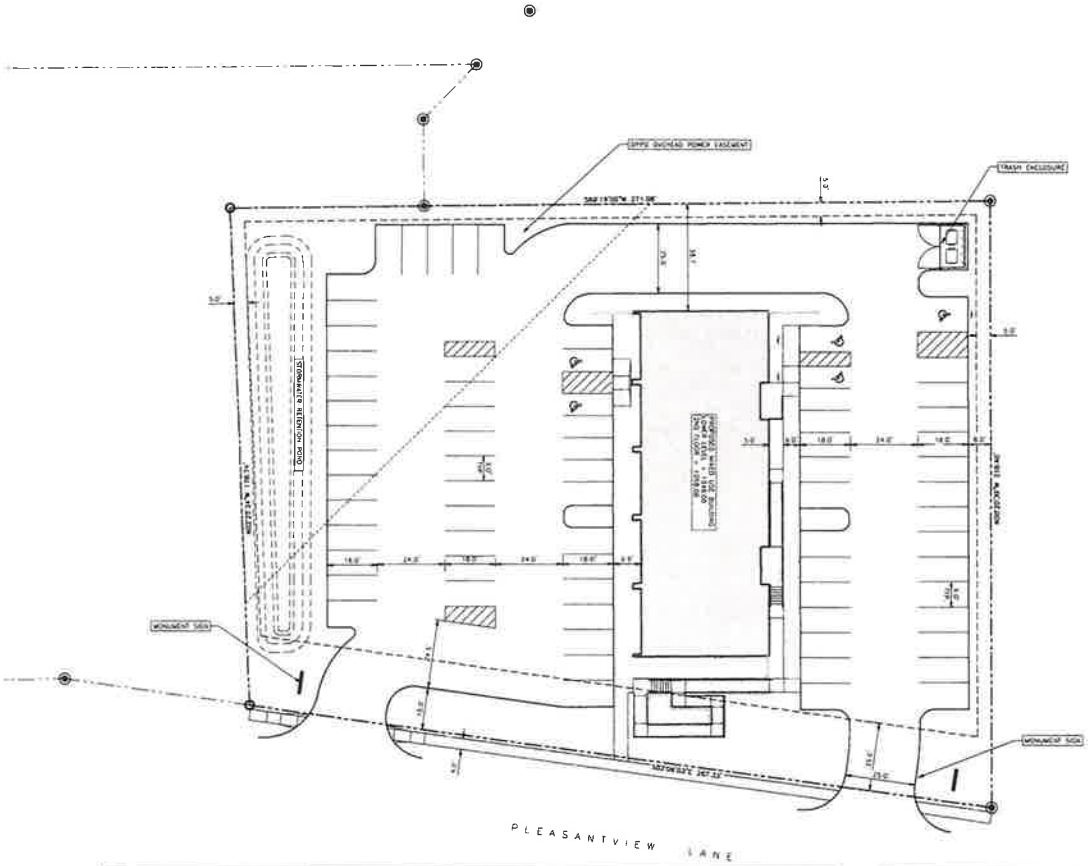
Witness my hand and notarial seal on the day and year last above written.

_____
Notary Public

Exhibit "A"
Legal Description (DRAFT)

LOT 2, MENKE'S SECOND ADDITION, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SE CORNER OF SAID LOT 2; THENCE N02°25'24"W 178.74 FEET; THENCE S89°19'00"W 271.08 FEET; THENCE N00°20'39"W 218.40 FEET; THENCE S82°08'03"E 267.33 FEET TO THE POINT OF BEGINNING.





VICINITY MAP

ENGINEER

THOMPSON, DREESSEN & DORNER
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

NOTES

1. EXISTING ZONING IS CB (GENERAL BUSINESS) PROPOSED ZONING IS MU (MIXED USE)
2. OVERHEAD POWER LINES CROSS THE SITE. EASEMENT LOCATION IS ASSUMED
3. WATER AND GAS TO BE PROVIDED BY M.U.D
4. POWER TO BE PROVIDED BY O.P.P.D

SITE LEGEND

- PROPOSED P.C.C. PAVEMENT
- PROPOSED P.C.C. SIDEWALK
- OVERHEAD UTILITY LINE
- BUILDING SETBACK LINE

RECEIVED
FEB 2 3 2024
PLANNING DEPT.

SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (S.F./AC.)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	GROSS FLOOR (SF)	FLOOR AREA RATIO	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)	OPEN SPACE (SF)	TOTAL OPEN SPACE (%)

PARKING STATISTICS

PARAMETERS	REQUIRED STALLS	PROVIDED STALLS

SETBACK REQUIREMENTS

MU	REQUIRED	PROPOSED

BUILDING STATISTICS

STORIES	HEIGHT	COMMERCIAL SPACE (SF)	UNITS	BEDROOMS	FLOOR AREA (SF)	DENSITY (UNITS/AC.)

TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 www.td2co.com
dba: TD2 Engineering & Surveying
NE CA-0199

Pleasantview Mixed Use Building

2202 Pleasantview Lane
Bellevue, NE 68005

Banyan Homes, Inc.

PROGRESS PRINT
NOT TO BE USED FOR CONSTRUCTION
DATE PRINTED: February 20, 2024

No.	Description	MM-DD-YY

Drawn By TDV Reviewed By DSD
Job No. 1278-104 Date 01-17-23

MUA Site Plan
Parking Layout

Exhibit B

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Exhibit "C"
ARCHITECTURAL AND SITE DESIGN GUIDELINES

1. INTRODUCTION

The City of Bellevue, Nebraska, desires to create a visually attractive and functional multi-use project within the City of Bellevue along Pleasant View Lane and Fort Crook Road. All projects along these roads will project an image of high-quality construction and design commensurate with an importance of this heavily traveled corridor.

The Owners of this property propose these Development Guidelines as the basis of design and construction of all individual lots within the Mixed Use Development Area. These guidelines deal with the design of the site, buildings and structures, plantings, signs, and other items that may be visible to the public.

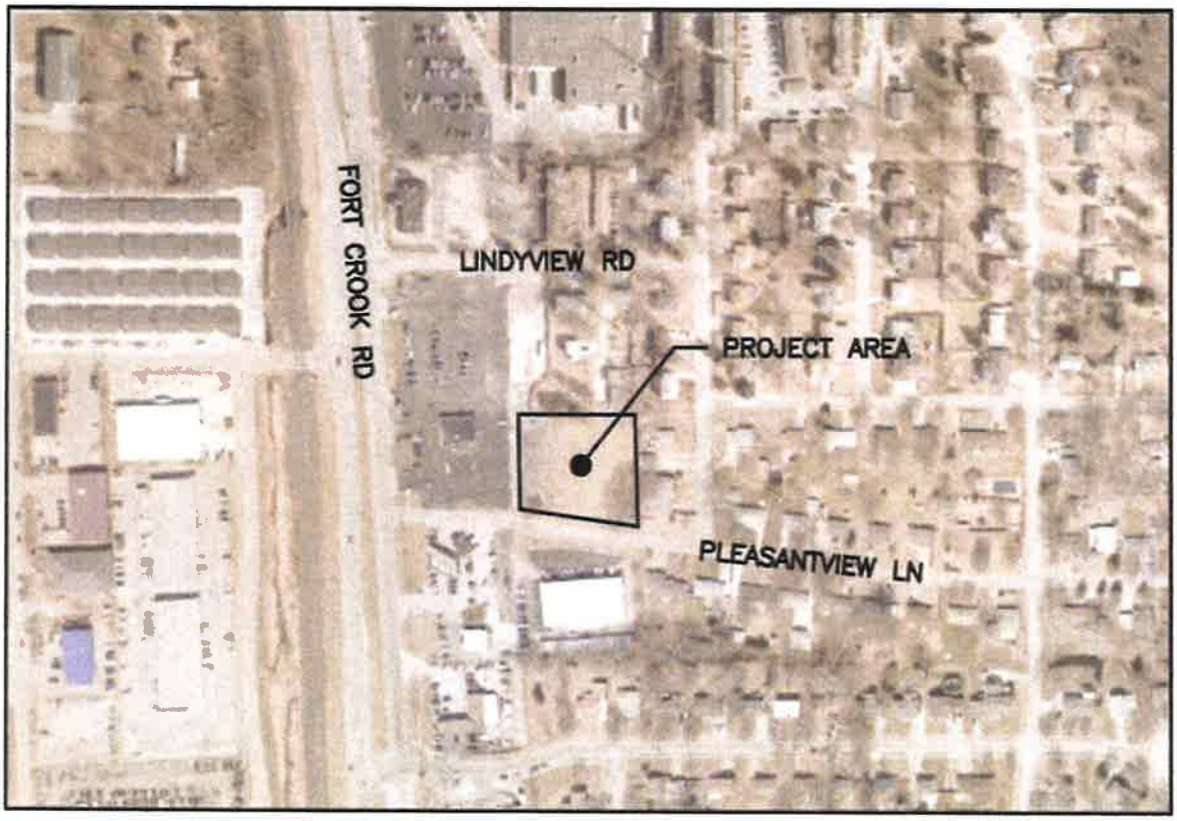
The criteria contained herein are not intended to restrict imagination, innovation, or variety, but rather to assist in focusing on design principles that can result in appropriate solutions that will develop a compatible visual appearance within this development and neighboring developments, preserve taxable values, and promote the public health, safety, and welfare.

2. GEOGRAPHIC AREA

The project is generally located northeast of Fort Crook Road and Pleasantview Lane. The project is legally described as:

Lot 2, Menke's Second Addition

See Exhibit "A" for metes and bounds



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3. DEFINITIONS

Appearance. The outward aspect visible to the public.

Appropriate. Sympathetic, or fitting, to the context of the site and the whole community.

Architectural feature. A prominent or significant part or element of a building, structure, or site.

Architectural Grade Metal Panel. Metal panel system using concealed fasteners.

Attractive. Having qualities that arouse interest or pleasure in the observer.

Berm. A raised form of earth to provide screening or to improve the aesthetic character.

Burnished Face Masonry. A concrete masonry unit that is mechanically ground or polished to a smooth finish at the exterior face.

City. City of Bellevue.

Code. The Municipal Code of the City of Bellevue.

Compatibility. Harmony in the appearance of two or more external design features in the same vicinity.

Composite Polymer Siding. Siding with the appearance of wood made from polymer.

E.I.F.S. Exterior Insulation and Finish Systems, also called synthetic stucco, and refers to any similar multi-layered exterior finish.

Exterior building component. An essential and visible part of the exterior or a building.

External design feature. The general arrangement of any portion of a building, sign, landscaping, or structure and including the kind, color, and texture of the materials of such portion, and the type of roof, windows, doors, lights, attached or ground signs, or other fixtures appurtenant to such portions as will be open to the public view from any street, place, or way.

Fiber Cement Board Panel. Flat board of 4'x8' or larger dimensions of cellulose composite material.

Fiber Cement Lap Siding. Lapped horizontal siding of a fiber and cellulose composite material.

Glazed Block Masonry. A concrete masonry unit with a permanent smooth resinous tile facing applied during manufacture.

Graphic element. A letter, illustration, symbol, figure, insignia, or other device employed to express and illustrate a message or part thereof.

Landscape. Plant materials, topography, and other natural physical elements combined in relation to one another and to man-made structures.

Light cut-off angle. An angle form vertical, external downward from a luminary, which defines the maximum illumination outward at the ground plane.

Masonry. Shall include brick, cast stone, and decorative masonry units. Concrete wall form liners may be approved by the Planning Director if it is determined they adequately simulate approved masonry materials.

Mechanical equipment. Equipment, devices and accessories, the use of which relates to water supply, drainage, heating, ventilating, air conditioning, and similar purposes.

Miscellaneous structures. Structures, other than buildings, visible from public ways. Examples are: memorials, staging, antennas, fences and walls, transformers, drive-up facilities.

Standing Seam Metal Roof. Concealed fastener metal panel roof system.

4. VISION

It is anticipated that this development shall be built out with the following project types:

-Commercial Space
-Civic Space
-Office Space
-Multi-Family Residential

As a Mixed-Use Project to the surrounding Neighborhood, it is important to pull the diverse project types listed above together into a development that has a sense of place and visual continuity created by common:

-Style
-Site Elements
-Building Materials
-Color Palettes

Each of the unifying elements listed above are discussed in more detail within their respective sections of this document.

5. STYLE

All Buildings

A. All façades must be designed to be architecturally interesting through the use of massing and horizontal plane changes to create shadows and depth. Building elements such as covered arcades, stepping the facade or receded entries are suggested to create these building massing requirements. Building facades not visible from public right of ways may provide less interesting design. The use of towers may be approved by the Planning Director to satisfy this requirement.

Commercial, Office, and Residential Buildings

A. Building Materials:
   1. Not less than 50% shall be clay-fired brick, decorative or architectural stone, glass, tile, architectural grade metal panel, glazed block masonry, or burnished face masonry; and
   2. Not more than 40% may be synthetic stucco (E.I.F.S), Precast Concrete, Fiber Cement Board Panel, Fiber Cement Lap Siding, or other similar material. EIFS or similar material shall not be used at the bottom four feet of any exterior building façade, measured from the base of the façade. Planning Director may approve minor adjustments to this requirement for portions of a façade that are not adjacent to a pedestrian walkway, do not contain an entrance, and where the percentage of accent materials (masonry and clear or tinted glass) on the façade exceeds the maximum amount required; and
   3. Up to 10% of the street-facing facades may be coordinating material that is not listed above in the previous material list.
   4. The deck railings will be made of metal, coated metal, glass, or material consistent with the building.

B. Building Elevations: The building elevations are attached hereto as Appendix "A".

C. Roofs: Buildings may have flat roofs with a slope of not less than ¼" per foot, sloped roofs using asphalt shingles, or standing seam metal roofing. The roof must have a parapet to hide the ballasting from public view.

D. The window treatment awnings must consist of canvas or other "non-plastic" material.

E. Detached Garages and Unattached Structures: These structures shall use the same materials and proportions as the primary residential structure.

F. Except as otherwise defined in this Agreement, the residential buildings shall comply with the Multi-Family Design Guidelines (Article 8.12 of the Bellevue Zoning Ordinance).

6. SITE ELEMENTS

I. SITE REQUIREMENTS

A. Sidewalks.
   1. All buildings within the development must have pedestrian walkways and public walks connecting the buildings to the perimeter.

B. Buffering
   1. A five (5') foot wide landscape buffer shall be provided along the perimeter of the site.
   2. Planning Manager may waive or adjust screening standards found in Section 9.06 of Bellevue City Code where circumstances, such as distance and elevation change, warrant.

C. Parking Lots:
   1. The Street Landscape Border shall be ten feet (10') for all lots.
   2. Parking lots shall provide a minimum ten feet (10') peripheral landscape area along all edges of the parking lot that are within or adjacent to a front or street side yard.
   3. A five (5') foot wide landscape buffer shall be provided along the perimeter of the parking lot.
   4. All other parking lot landscaping requirements shall be landscaped per City of Bellevue requirements.

D. Plant Materials
   1. Plant materials shall meet City of Bellevue's size standards.
   2. Landscaping shall be installed consistent with the Landscape Plan (Exhibit "F").

E. Roof Top Mechanical Screens. All roof top mechanical units shall be not less than 75% screened from view from public rights-of-way through the use of permanent architectural screens that are integrated with the overall design of the building.
   1. The screen shall be constructed from the following:
      a. Building Materials listed for the building's project type.
      b. Pitched roof elements comprised of standing seam or asphalt shingles.

F. Ground Level Mechanical Screens. All ground level mechanical units shall be screened from view from the public rights-of-way. Acceptable materials include:
   1. Fences in compliance with Section 9.06.02
   2. Evergreen landscaping that meets screening requirements of Section 9.06.02.
   3. Berms in compliance with Section 9.06.02

G. Refuse Screening. All trash or refuse receptacles shall be screened from view from public rights-of-way through the use of trash enclosures that are integrated with the overall design of adjacent building(s).
   1. The enclosure shall be constructed of building materials listed for the building's project type. Plastic fencing and chain link fencing are not acceptable materials.
   2. Enclosures must have gates constructed of a steel frame with wood or decorative metal facing.
   3. Landscaping should be used to screen trash enclosures, to the extent possible.
   4. If the refuse container is integrated within the dock area, then the dock screening shall be sufficient.
   5. Pedestrian access/openings shall be exempt from screening requirements.

H. Site Lightings
   1. All exterior parking lot lighting shall be as shown on Appendix "B". Other manufactures of equal or greater quality may be approved by Planning Manager.
   2. Any lighting used to illuminate an off-street parking area, sign or other structure will be arranged as to deflect light away from any adjoining property and from public streets through fixture type and optics. Exposed lenses are not permitted. All lighting must have recessed lenses.
   3. Exterior lighting of buildings will be limited to low level incandescent spotlights, floodlights and similar illuminating devices hooded in such a manner that the direct beam of any light source will not glare upon public property. (All site lighting shall be screened from adjacent properties to avoid spillage and glare.)
   4. The maximum height for all lighting shall be 25'.

5. Building Lighting. All buildings within the property shall be significantly lit at night with lighting that reduces glare, improves visibility and optimizes efficiency. The lighting shall be done in such a way that it blends with the surrounding environment while providing controlled illumination to enhance entrances, corners, and other architectural features.

I. Parking. As indicated on Exhibit "B-1".

J. Outdoor Intercom. No outdoor intercom or paging systems are allowed with the exception that one on one communication systems are allowed for permitted drive-through services and Muzak type sound systems.

K. Music and entertainment sounds systems shall be allowed in conjunction with businesses and recreational areas

L. Site Furnishings. Site Furnishings shall be manufactured as specified herein and shown on Appendix "C". The Planning Director may administratively approve alternate site furnishings provided that the quality is equal to or exceeds that of the identified design. Site furnishings shall be provided as follows;

1. Bicycle Racks – Huntco "Staple" Style – The number of bicycle racks shall comply with the requirements of Section 5.19.
2. Trash/Waste Bins – Huntco "Wenatchee" – At least (1) trash/waste bin shall be located outside of each building.
3. Benches – Huntco "Willamette" – At least (1) bench shall be located outside each building.

M. Multi-family residential. The Multi-Family Residential shall comply with Section 8.12 (Multi-Family Design Guidelines.

N. Setbacks for Structures. The Front Yard, Rear Yard, and Street Side Yard setbacks shall be as indicated on Exhibit "B".

7. SIGNAGE

Signage requirements specific to the Pleasantview Mixed Use Development are as follows:

A. Sign material shall be consistent with the overall design of the buildings.

B. Monument signs, instead of pole signs, shall be used for all lots in development, except for vehicular and pedestrian directional/way finding signage.

General Signage Design Criteria
Project signage is paramount in developing the overall design quality and character of the Pleasantview Mixed Use Project. The following are guidelines that will be followed to ensure a pedestrian friendly and inviting atmosphere.

Content on Signs:
Signage may include to trade name, Tenant use or other signage relative to Tenant's branding strategy or logo, as approved. Signage shall not include any language or imagery generally considered to be offensive or lewd. City of Bellevue Planning Director shall have the ability to approve variations in signage content based on consistency with the objectives of this Development Agreement.

Mounting of Signs:
Signs attached to non-residential units shall be integral with the storefronts. No exterior sign or sign panel will be permitted to extend above any roof line.

- All signage shall be pin mounted on building facade. Internally illuminated signage shall be pin mounted a minimum of 1/2" and maximum of 1" from building face.
- Raceways maybe permitted if they are recessed and painted to match the building exterior.

Lighting of Signs:

- Sign illumination shall be internal or reverse channel illumination.
- All electric signs and installation methods must meet UL standards and contain a UL label. UL label shall not be visible from public view.
- Signs may be illuminated by direct lighting through the use of landscape lighting.

Sign Treatments Not Permitted:

- Poor quality materials, i.e. plastic appliqué letters, non-fade resistant materials, etc.
- Flashing, moving, audible or odor making signs.
- Cluttered signs.
- Advertising or promotional signs on parked vehicles.
- No exposed conduit, ballast boxes, transformers, tubing, conductors, transformers and other equipment will be permitted.

Facade Signage
Facade signs are intended for immediate recognition of the Tenant's premises by the public. It is recommended that the signage be designed for day and night-time visibility.

- Signs shall consist of individually mounted, internally illuminated or reverse channel letters. Exception may be approved by the Planning Director for alternative sign designs that are consistent with the objectives of this Agreement.
- Attached signs shall not exceed 100 SF and 20% of street facade.

Monument Signs

- Monument signs are limited to two signs.
- Business Center Identification Signs shall not exceed 150 SF in area and 15' in height.
- The residential signs shall not exceed 100 SF in area and 10' in height.
- Monument signs shall be generally located as shown on Exhibit "B-1".
- The Planning Director may administratively approve minor changes to sign location and design provided that such changes are consistent with the goals of the Mixed Use Development Agreement.
- Monument signs may be double sided and angled to face the street frontage(s).
- Digital signage may be double sided with no maximum refresh rate.

Sign Budget

	Lot Frontage (LF)	Multiplier	Allowed per Use	Maximum Permitted Area of Signs (SF)
Lot 2	267	3	Res. = 150 S.F., other = 650 S.F.	800

Exhibit "E"
Pleasantview Mixed Use
Permitted Uses List

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Residential Use Types

A. Condominium
B. Apartments and Multiple-family residential
C. Clubhouse, Facilities and Service-facilities for Multi-family

Commercial, Office, Civic Use Types

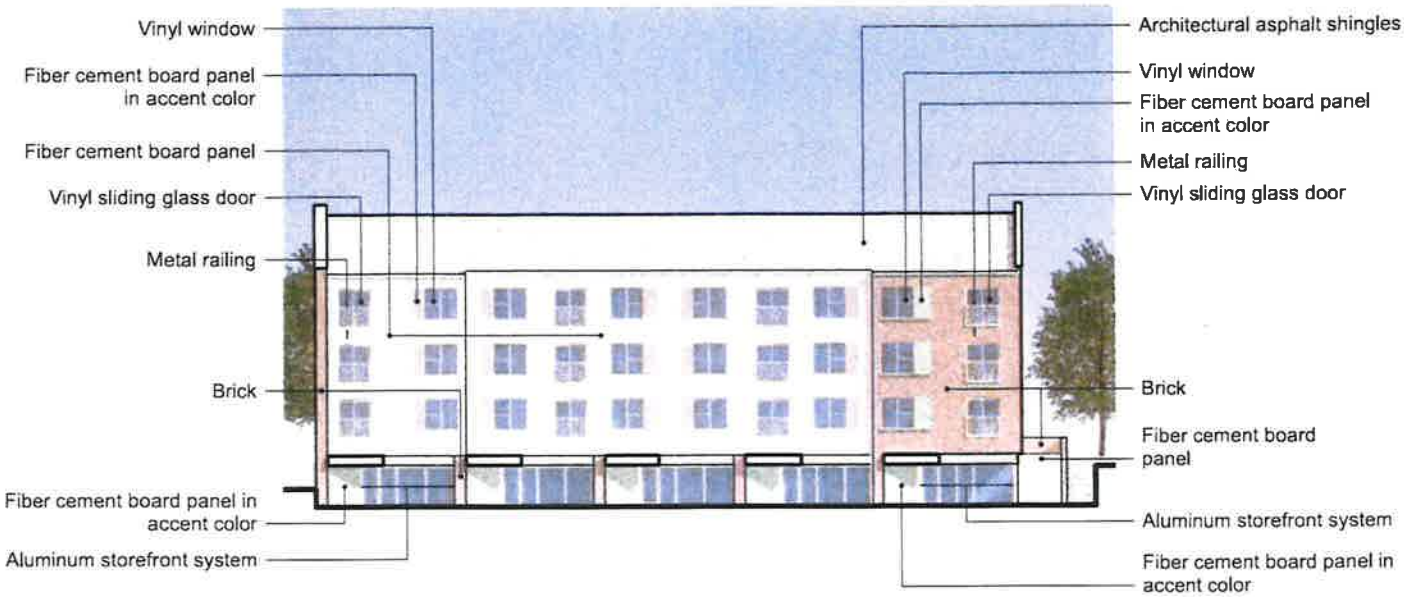
A. Animal hospital
B. Animal specialty services
C. Antique store
D. Apparel store, tailor shops, dressmaker
E. Art gallery
F. Automobile parts and supply store
G. Bakery, custom
H. Bank, Savings and Loan Association
I. Barber, beauty shops
J. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles
K. Book store
L. Candy, ice cream store including manufacture
M. Childcare center
N. Community center
O. Convenience store with limited fuel sales
P. Dairy products sales
Q. Dancing studios and schools including group instruction
R. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two-delivery vehicle outside operation
S. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units
T. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises
U. Exercise, fitness, and tanning spa
V. Florist shop
W. Furniture and antique homes and store including used furniture store
X. Furniture (specialty) shops
Y. General office uses
Z. Gift and card shop
AA. Hardware and appliance store
BB. Hobby and craft store
CC. Interior design firm
DD. Jewelry store
EE. Liquor sales
FF. Loan office
GG. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services
HH. Medical clinics
II. Microbreweries and brew pubs
JJ. Mustic store, music studio
KK. Paint, wallpaper, drapery, and floor covering store
LL. Pet shop, provided all facilities are fully enclosed
MM. Photographer, artist, photo finishing, and camera store
NN. Real estate sales office
OO. Restaurant (fast food)
PP. Restaurant (general)
QQ. Restaurant (limited)
RR. Second-hand stores
SS. Shoe store
TT. Social club

UU. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge
VV. Toy and sporting goods store

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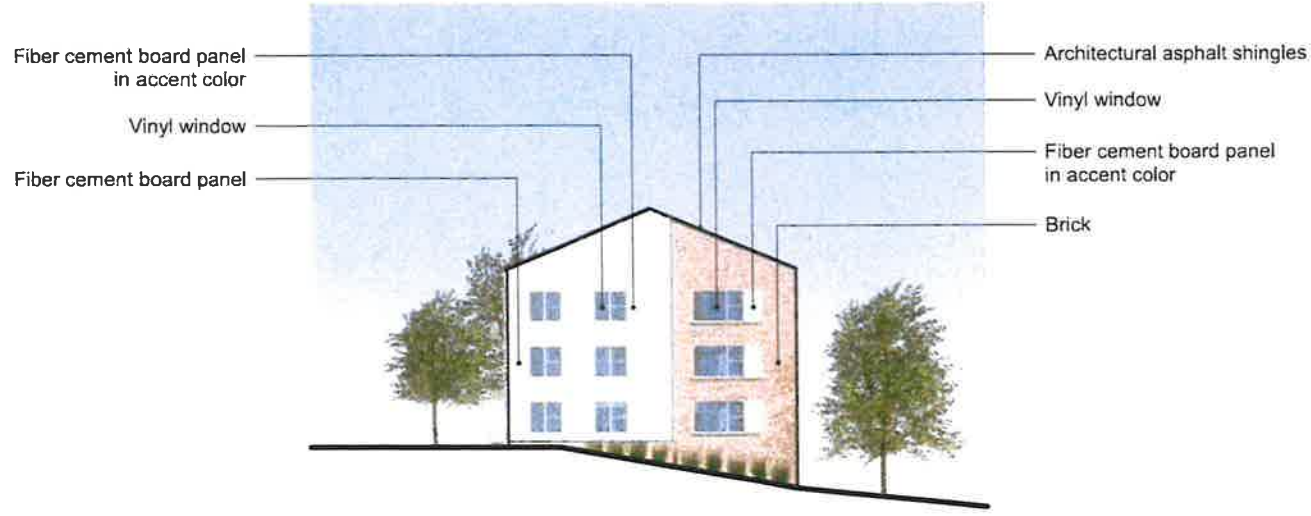
Appendix "A"
Pleasantview Mixed Use
Building Elevations

Material Percentages
Brick and Glass 50%
Fiber Cement Board Panel 50%



11 West Building Elevation
Scale: 1/32" = 1'-0"

Material Percentages
Brick and Glass 50%
Fiber Cement Board Panel 50%



21 North Building Elevation
Scale: 1/32" = 1'-0"

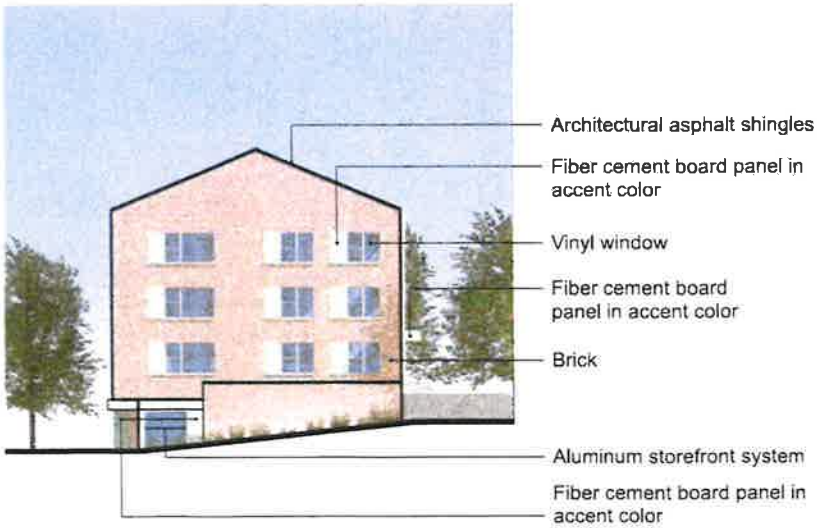
daa
deold andersen architecture llc

Material Percentages
Brick and Glass 50%
Fiber Cement Board Panel 50%



11 East Building Elevation
Scale: 1/32" = 1'-0"

Material Percentages
Brick and Glass 89%
Fiber Cement Board Panel 11%



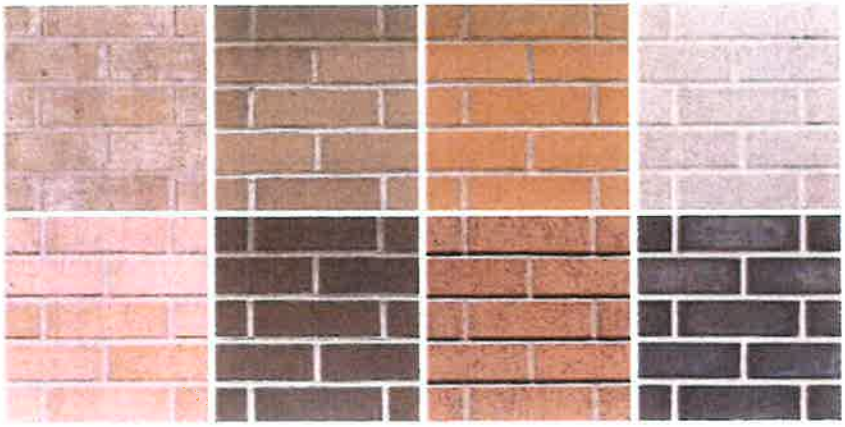
21 South Building Elevation
Scale: 1/32" = 1'-0"

daa
deold andersen architecture llc

Appendix "B"
Pleasantview Mixed Use
Building Material and Color Palette

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PRIMARY MATERIALS

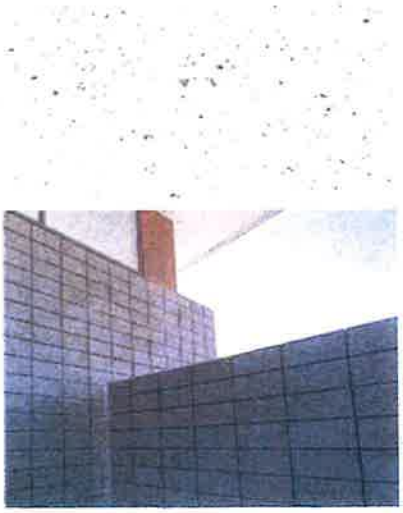


BRICK





GLAZED BLOCK MASONRY



BURNISHED FACE MASONRY







ARCHITECTURAL GRADE METAL PANEL

PRIMARY MATERIALS



ALUMINUM OR FIBERGLASS INSULATED GLASS STOREFRONT, VINYL WINDOWS

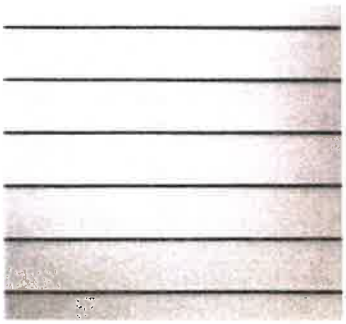




EIFS



FIBER CEMENT BOARD PANEL



FIBER CEMENT LAP SIDING

ACCENT MATERIALS



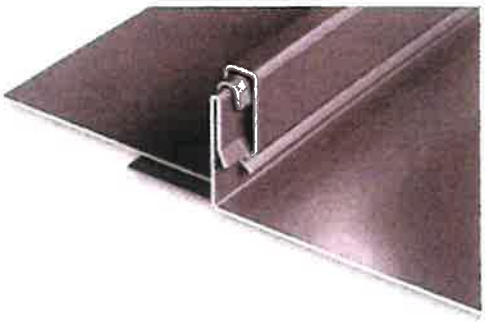
COMPOSITE POLYMER SIDING

ROOFING



ARCHITECTURAL ASPHALT SHINGLES





STANDING SEAM METAL ROOF

Appendix "C"
Pleasantview Mixed Use
Site Furnishings

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Bench: Huntco "Willamette"



Bike rack: Huntco "Staple"



Receptacle: Huntco "Wenatchee"

ORDINANCE NO. 4153

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 2202 PLEASANTVIEW LANE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 2, Menke's Second Addition, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From BG (General Business to MU (Mixed-Use).

(Housing Foundation for Sarpy County)

Section 2. Except as amended herein, the official zoning map and the classification shown therein shall remain as heretofore existing.

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____ _____
City Clerk Mayor

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

13b.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/16/2024	SUBMITTED BY: Tammi Palm	TITLE: Planning Director
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☑	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☐	OTHER ☐

SUBJECT:

Request to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking. Applicant: City of Bellevue.

SYNPOSIS/BACKGROUND:

Staff is proposing to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking in residential areas. Minor changes to Section 8.03.06, City of Bellevue Zoning Ordinance, are being proposed to make the intent of the current language clearer. This will not change the intent of the ordinance. Additionally, this amendment will coincide with an amendment to City Code Section 18-76 so the two are consistent.

FISCAL IMPACT: None | BUDGETED FUNDS?: NO | GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this amendment.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Memo	3. Ordinance No.4154
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: 180

CITY COUNCIL HEARING DATE: May 7, 2024

REQUEST: to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking in residential areas.

On March 28, 2024, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL of amendment as presented

VOTE:

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

Planning Commission Hearing (s) was held on: March 28, 2024

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: Angela Curry, Assistant Planning Manager
DATE: April 8, 2024
RE: Amend Section 8.03.06, City of Bellevue Zoning Ordinance regarding hard surface parking requirements.

The City of Bellevue is proposing to amend Section 8.03.06, City of Bellevue Zoning Ordinance, regarding hard surface parking in residential areas.

Minor changes to Section 8.03.06, City of Bellevue Zoning Ordinance, are being proposed to make the intent of the current language clearer. This will not change the parking requirements or how the city is enforcing those requirements. Additionally, this amendment will coincide with an amendment to City Code Section 18-76 so the two are consistent.

As such, staff is recommending the following amendments to Section 8.03.06:

8.03.06 Subject to the exception contained in Section 8.03.04, all motor vehicles shall be parked on concrete. In all residential zones, all recreational vehicles, trailers, or boats and boat trailers shall be parked in the following manner:

1. Inside any enclosed structure, which structure otherwise conforms to the zoning requirements of the particular zone where located.

2. Outside in the side yard or rear yard on a concrete, asphalt, or other approved hard surface pursuant to Section 8.03.06, provided it is not nearer than two (2) feet to the lot line.

3. Outside on a concrete driveway, provided space is not available outside in the rear yard or side yard as permitted by subsection (2) of this section, or there is no reasonable access to either the side yard or rear yard; a corner lot is generally deemed to have reasonable access to the rear yard; and a fence is not necessarily deemed to prevent reasonable access.

4. The body of the recreational vehicle, trailer, or boat and boat trailer must be at least thirteen (13) feet from the face of any curb.

5. No part of the recreational vehicle, trailer, or boat and boat trailer may extend over the public sidewalk or public thoroughfare (right-of-way).

6. Parking is permitted only for storage purposes, and any recreational vehicle, trailer, or boat and boat trailer shall not be:

   A. Used for dwelling purposes, except for overnight sleeping for a maximum of fourteen (14) days in any one (1) calendar year. Cooking is not permitted at any time.

   B. Permanently connected to sewer lines, water lines, or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries or other purposes.

   C. Used for storage of goods, materials, or equipment other than those items considered to be part of the unit or essential for its immediate use.

7. Notwithstanding any other provisions, of Section 8.03.06, a recreational vehicle, trailer, or boat and boat trailer may be parked anywhere on the premises during active loading or unloading, and use of electricity or propane fuel is permitted when necessary to prepare a recreational vehicle, trailer, or boat and boat trailer for use.

8. The recreational vehicle, trailer, or boat and boat trailer shall be owned by the resident on whose property the recreational vehicle, trailer, or boat and boat trailer is parked for storage.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented.

ORDINANCE NO. 4154

AN ORDINANCE TO AMEND SECTION 8.03.06 OF THE CITY OF BELLEVUE, NEBRASKA ZONING ORDINANCE REGARDING HARD SURFACE PARKING IN RESIDENTIAL AREAS FOR THE CITY OF BELLEVUE, NEBRASKA: TO PROVIDE FOR THE REPEAL OF ORDINANCES INCONSISTENT HEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That Section 8.03.06, of Ordinance No. 3619 is hereby amended to read as follows:

8.03.06 Subject to the exception contained in Section 8.03.04, all motor vehicles shall be parked on concrete. In all residential zones, all recreational vehicles, trailers, or boats and boat trailers shall be parked in the following manner:

1. Inside any enclosed structure, which structure otherwise conforms to the zoning requirements of the particular zone where located.

2. Outside in the side yard or rear yard on a concrete, asphalt, or other approved hard surface, pursuant to Section 8.03.06, provided it is not nearer than two (2) feet to the lot line.

3. Outside on a concrete driveway, provided space is not available outside in the rear yard or side yard as permitted by subsection (2) of this section, or there is no reasonable access to either the side yard or rear yard; a corner lot is generally deemed to have reasonable access to the rear yard; and a fence is not necessarily deemed to prevent reasonable access.

4. The body of the recreational vehicle, trailer, or boat and boat trailer must be at least thirteen (13) feet from the face of any curb.

5. No part of the recreational vehicle, trailer, or boat and boat trailer may extend over the public sidewalk or public thoroughfare (right-of-way).

6. Parking is permitted only for storage purposes, and any recreational vehicle, trailer, or boat and boat trailer shall not be:

   A. Used for dwelling purposes, except for overnight sleeping for a maximum of fourteen (14) days in any one (1) calendar year. Cooking is not permitted at any time.

   B. Permanently connected to sewer lines, water lines, or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries or other purposes.

   C. Used for storage of goods, materials, or equipment other than those items considered to be part of the unit or essential for its immediate use.

7. Notwithstanding any other provisions, of Section 8.03.06, a recreational vehicle, trailer, or boat and boat trailer may be parked anywhere on the premises during active loading or unloading, and use of electricity or propane fuel is permitted when necessary to prepare a recreational vehicle, trailer, or boat and boat trailer for use.

8. The recreational vehicle, trailer, or boat and boat trailer shall be owned by the resident on whose property the recreational vehicle, trailer, or boat and boat trailer is parked for storage.

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____ _____
City Clerk Mayor

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

13c.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/16/2024		SUBMITTED BY: Tammi Palm		TITLE: Planning Director	
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Request to amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance, regarding billboard signs. Applicant City of Bellevue.

SYNPOSIS/BACKGROUND:

Currently Section 7.04.03 (7.A.ix.), City of Bellevue Zoning Ordinance, reads, "No billboard sign shall be located within a 150-foot radius of any residential zone measured from the portion of the sign face closest to any residential zone." Staff is proposing to change the language to read "No billboard sign shall be located within a 150-foot radius of any residential zone use measured from the portion of the sign face closest to any residential zone use." Billboard signs may only be located on a lot zoned BG, BGH, ML, and MH, or on a lot zoned MU or FX if specifically approved with the required site plan for the property. Billboard signs are not allowed in residential districts and residential development is not a permitted use in an area zoned commercial. However, several non-conforming residential properties exist in established residential neighborhoods along the city's commercial corridors, such as Fort Crook Road, Galvin Road, and Harlan Drive. The 150-foot radius rule is not applicable if Section 7.04.03 (7.A.ix.) is not amended. Staff believes the amendment meets the intent of the ordinance.

FISCAL IMPACT:	None	BUDGETED FUNDS?:	NO	GRANT/MATCHING FUNDS?:	NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this amendment.

ATTACHMENTS:

1.	Planning Commission Recommendation Sheet	2.	Staff Memo	3.	Ordinance No.4155
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CASE #: 181

CITY COUNCIL HEARING DATE: May 7, 2024

REQUEST: to amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance, regarding billboard signs.

On March 28, 2024, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL of amendment as presented

VOTE:

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

Planning Commission Hearing (s) was held on: March 28, 2024

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: Angela Curry, Assistant Planning Manager
DATE: April 8, 2024
RE: Amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance regarding billboard signs.

The City of Bellevue is proposing to amend Section 7.04.03 (7), City of Bellevue Zoning Ordinance, regarding billboard signs.

Section 7.04.03 (7.A.ix.), City of Bellevue Zoning Ordinance, currently reads, "No billboard sign shall be located within a 150-foot radius of any residential zone measured from the portion of the sign face closest to any residential zone." We are proposing to change the language to read as such "No billboard sign shall be located within a 150-foot radius of any residential ~~zone~~ use measured from the portion of the sign face closest to any residential ~~zone~~ use."

Billboard signs may only be located on a lot zoned BG, BGH, ML, and MH, or on a lot zoned MU or FX if specifically approved with the required site plan for the property. Billboard signs are not allowed in residential districts, and as the ordinance currently reads, "no sign shall be located within a 150-foot radius of any residential zone measured from the portion of the sign face closest to any residential zone." Residential development is not a permitted use in an area zoned commercial, however, several non-conforming residential properties exist in established residential neighborhoods along the city's commercial corridors, such as Fort Crook Road, Galvin Road, and Harlan Drive. The 150-foot radius rule is not applicable if Section 7.04.03 (7.A.ix.) is not amended. Staff believes the language as currently written creates a conflict with the intent of the ordinance.

As such, staff is recommending the following amendments to Section 7.04.03 (7):

7. **Billboard Signs.**

Billboard signs are exempt from the restrictions of Tables 7B, 7C, 7D, and 7E of this ordinance, and are subject to the following provisions:

A. General Provisions.

i. Billboard signs shall not be established in any location having principal frontage on any street within a 150 feet radius of any lot, parcel, or other property which is used for a public park, school, church, courthouse, city hall, or public museum having principal frontage on the same street.
ii. Setbacks:
    a. Front Yard. The greater of 15 feet from the property line or 50 feet from the center line of the fronting street.
    b. Street Side Yard. The greater of 15 feet from the property line or 50 feet from the center line of the fronting street.
    c. Interior Side Yard. No requirements.
    d. Rear Yard. 15 feet.
iii. Height: The maximum height of any billboard sign shall be fifty-five (55) feet, with an additional five (5) feet permitted for extensions beyond the sign face. The height of a sign is measured from the normal grade level (as defined in Section 7.03.03) below the sign to the topmost point of the sign structure.
iv. Character: No billboard sign shall be constructed which resembles any official marker erected by the City, state, or governmental body, or which by reason of position, shape, or color would conflict with the proper functioning of any traffic sign or signal.
v. Code: All billboard signs shall be constructed in accordance with the code.
vi. Sign Maintenance: All billboard signs shall be continuously maintained to good and safe structural conditions. The painted portions of billboard signs shall be periodically repainted and kept in good condition.
vii. Consent: No billboard sign or part thereof or overhang thereof shall be located on any lot, parcel, or other property designation without the consent of the Property Owner.
viii. Lot Maintenance: The general area in the vicinity of any undeveloped property must be kept free and clear of materials, weeds, debris, trash, and other refuse.
ix. Location: No billboard sign shall be located within a 150-foot radius of any residential ~~zone~~ use measured from the portion of the sign face closest to any residential ~~zone~~ use.
x. Animation and Motion: Billboard signs shall not be animated signs. Billboard signs shall not revolve or rotate. Slow or continuous motion or rotating within a portion of the sign face shall be permitted.
xi. Zoning: Billboard signs may only be located on a lot zoned BG, BGH, ML, or MH; such signs may be located on a lot zoned MU or FX if specifically approved with the required site plan for the property.

B. Sign Size

i. Billboard signs up to 300 square feet on their face are permitted in the following zones: BG (General Business Zone) and MU (Mixed Use Zone).
ii. Billboard signs up to 400 square feet on their face are permitted in the following zones: BGH (Heavy General Business Zone), FX (Flex Space Zone), and ML (Light Manufacturing Zone).
iii. Billboard signs up to 672 square feet on their face are permitted in the following zone: MH (Heavy Manufacturing Zone).

C. Spacing.

i. Kennedy Freeway and Highway 34: Any billboard sign along the Kennedy Freeway or Highway 34 shall be spaced a minimum of 1500 feet apart from the closest billboard sign measured in a straight line along the center line of the Kennedy Freeway or Highway 34, as appropriate. The distance shall be measured from the portion of the sign face closest to Kennedy Freeway or Highway 34, as appropriate.
ii. On all other streets and highways within the jurisdiction of the City pursuant to the provisions of this ordinance, no billboard sign may be established within an 850-foot radius of any other billboard sign. The distance shall be measured from the portion of the sign faces which are closest to each other.
iii. On-premise and off-premise signs shall not be counted nor shall measurements be made from them for the purpose of determining compliance with these spacing requirements.

D. Digital billboards.

Digital billboards shall comply with all requirements of this ordinance, plus the following specific requirements:

i. The image displayed on the sign shall not change more frequently than every 10 seconds.
ii. The image shall remain static during its display period (no movement or motion shall be permitted).
iii. Digital billboard signs shall be equipped with a sensor or other device to automatically adjust the day/night light intensity to a level of no greater than 5,000 nits during daylight hours and no greater than 750 nits during nighttime hours.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the amendment as presented

ORDINANCE NO. 4155

AN ORDINANCE TO AMEND SECTION 7.04.03, OF THE CITY OF BELLEVUE, NEBRASKA ZONING ORDINANCE REGARDING BILLBOARD SIGNS FOR THE CITY OF BELLEVUE, NEBRASKA: TO PROVIDE FOR THE REPEAL OF ORDINANCES INCONSISTENT HEREWITH; AND TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

Section 1. That Section 7.04.03 of Ordinance No. 3619 is hereby amended to read as

No signs shall be erected in the public right-of-way except in accordance with Section 7.04.03.

No sign permit of any kind shall be issued for a proposed sign unless such sign is consistent with the requirements of this ordinance (including those Sections protecting existing signs) in every respect and with the Master Signage Site Plan or Common Signage Site Plan in effect for the property.

7.04.03 **Signs Allowed on Private Property with and without Permits**

1. Design, Construction, and Maintenance.

All signs shall be designed, constructed, and maintained in accordance with the following standards:

All signs shall comply with applicable provisions of the Uniform Building Code and the Uniform Electrical Code, as each may change from time to time, of the City.

Except for temporary banners, flags, temporary signs, and window signs which conform in all respects with the requirements of this ordinance, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame, or structure.

Sign erectors or installers shall not erect or install a sign without having first received from the Property Owner a current and valid sign permit. Violations of this provision are subject to the provisions of Section 7.01.

All signs at all times shall be maintained in good structural condition, securely fixed, in compliance with the code, and in conformance with this ordinance.

2. Master or Common Signage Site Plan.

No permit shall be issued for a sign requiring a permit unless and until a Master Signage Site Plan or a common Signage Site Plan for the zone lot on which the sign will be erected has been submitted to the Manager and approved by the Manager as conforming with this Section.

A. Master Signage Site Plan. For any zone lot on which the Property Owner proposes to erect or allow one or more signs requiring a permit, unless such zone lot is included in a Common Signage Site Plan, the Property Owner shall submit to the Manager a Master Signage Site Plan containing the following:

An accurate plot plan of the zone lot, at such scale as the Manager may reasonably require;

Location of buildings, parking lots, driveways, and landscaped areas on such zone lot;

Computation of the maximum total sign area, the maximum area for each sign, the height of each sign, and the number of freestanding signs that are allowed on the zone lot(s) under this ordinance; and

An accurate indication on the plot plan of each sign existing as of the date of the ordinance and of the proposed location of each future sign of any type, whether requiring a permit or not, except that incidental signs need not be shown.

B. Common Signage Site Plan. If the Property Owner(s) of two or more contiguous (disregarding intervening streets and alleys) zone lots or the Property Owner of a single zone lot with more than one building (not including any accessory building) file with the Manager for such zone lots a Common Signage Site Plan conforming with the provisions of this Section, a twenty-five percent (25%) cumulative increase in the maximum total sign area shall be allowed for each included zone lot. This bonus shall be allocated within each zone lot as the Property Owner(s) elects in writing and files such election with the Manager.

C. Provisions of Common Signage Site Plan. The Common Signage Site Plan shall contain all of the information required for a Master Signage Site Plan and shall also specify standards for consistency among all signs on the zone lots affected by the Common Signage Site Plan with regard to:

Color scheme;
Lettering or graphic style;
Lighting;
Location of each sign;
Location of each sign on the buildings;
Material; and
Sign proportions.

D. Limit on Number of Freestanding Signs Under Common Signage Site Plan. The Common Signage Site Plan, for all zone lots with multiple uses or multiple users, shall limit the number of freestanding signs to a total of one for each street on which the zone lots included in each such plan have frontage and shall provide for shared or common usage of such signs.

E. Showing Window Sign on Common or Master Signage Site Plan. A Common Signage Site Plan or Master Signage Site Plan including window signs may simply indicate the areas of the windows to be covered by window signs and the general type of the window signs (e.g., paper affixed to window, painted, etched on glass, or some other material hung inside window) and need not specify the exact dimension or nature of every window sign.

F. Other Provisions of Master or Common Signage. The Master Signage Site Plan or Common Signage Site Plan may contain such other restrictions as the Property Owners may reasonably determine.

G. Consent. The Master Signage Site Plan or Common Signage Site Plan shall be signed by each Property Owner and the sign owner in such form as the Manager shall require.

H. Procedures. A Master Signage Site Plan or Common Signage Site Plan shall be included in any development plan, site plan, planned unit development plan, or other official plan required by the City for the proposed development and shall be processed simultaneously with such other plan.

I. Amendment. A Master Signage Site Plan or Common Signage Site Plan may be amended by filing a new Master or Common Signage Site Plan that conforms with all requirements of the ordinance then in effect.

J. Binding Effect. After approval of a Master Signage Site Plan or Common Signage Site Plan, no sign shall be erected, placed, painted, or maintained, except in conformance with such plan, and such plan may be enforced in the same way as any provision of this ordinance. In case of any conflict between the provisions of such a plan and any other provision of this ordinance, the ordinance shall control.

3. Signs in the Public Right-of-Way.

No signs shall be allowed in the public right-of-way, except for the following:

A. Permanent Signs. Appropriate permanent signs, including:

Public signs erected by or on behalf of a governmental body including, but not limited to, those to post legal notices, identify public property, convey public information, and direct or regulate pedestrian or vehicular traffic;

Bus stop signs erected by a public transit company;

Informational signs of a public utility company regarding its poles, lines, pipes, or facilities; and

Awning, projecting, and suspended signs projecting not more than twenty-four inches (24") over a public right-of-way in conformity with the conditions of Table 7A of this ordinance.

B. Subdivision Identification Signs. Subdivision identification signs may be erected in the right-of-way by the City, a Sanitary and Improvement District, or a Homeowners Association subject to the following conditions:

The sign shall not exceed 6 feet in height, nor shall any face of the sign exceed 60 square feet.

Regardless of the height and size restrictions, no sign may be erected which creates a visual obstruction for vehicular traffic.

The sign shall only be a "monument sign" as defined in this ordinance.

In the event such sign abuts a residential lot, approval of the abutting property owner shall be required.

All such signs shall be approved by the Public Works Department prior to installation. A City of Bellevue Sign Permit shall also be required.

If, after installation, it is determined by the City that the sign creates a hazard to vehicular or pedestrian traffic it may be removed by the Public Works Department.

C. Emergency Signs. Emergency warning signs erected by a governmental body, a public utility company, or a contractor authorized to do permitted work within the public right-of-way.

D. Temporary Directional Signs. Signs erected to direct pedestrian or vehicular traffic to residential areas or businesses that are impacted by temporary road closings due to construction, maintenance, utility work or similar matters which result in road closures. Prior to posting any temporary directional signs, the party desiring such sign shall coordinate with the City and notify each Property Owner where temporary directional signs will be located.

E. Other Signs Forfeited. Any sign installed or placed on public property or in the public right of way, except in conformance with the requirements of this Section, shall be forfeited to the public and subject to confiscation. In addition to other remedies hereunder, the City shall have the right to recover from the Property Owner or person placing such a sign, the full cost of removal and disposal of such sign.

4. **Signs Exempt From Regulation Under This Ordinance.**

The following signs shall be exempt from regulation under this ordinance:

A. Any public notice or warning authorized by a valid and applicable federal, state, or local law, regulation, or ordinance;

B. Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the lot line of the zone lot or parcel on which such sign is located;

C. Temporary displays or decorations customarily associated with any national, state, local, or religious holiday or celebration; provided such signs shall be erected no more than forty-five (45) days before and removed no later than fourteen (14) days after the holiday or celebration;

D. Works of art that do not include a commercial message; and

E. Traffic control signs on private property, such as Stop, Yield, and similar signs, the face of which meet the standards of the Nebraska Department of Roads and which contain no commercial message of any sort.

5. **Signs Prohibited Under this Ordinance.**

A. Audible signs.
B. All other signs not expressly permitted or exempt from regulation under this ordinance are prohibited in the City.

6. **Temporary Signs.**

Temporary signs placed on private property with the property owner's permission shall not require a sign

permit. Temporary signs are, however, subject to all other provisions and conditions of this ordinance. In addition, temporary signs are allowed only in compliance with the following Sections:

A. Temporary Freestanding Signs. Temporary freestanding signs shall be allowed in all zoning districts provided the sign face of a temporary freestanding sign may not exceed six (6) square feet in any residential zone, and thirty-two (32) square feet in any other zone. Signs greater than six (6) square feet in size in a residential zone, and thirty-two (32) square feet in size in any other zone, shall not be considered temporary signs and shall require a sign permit. Temporary signs in any district other than a residential district must be spaced twelve (12) feet apart. In commercial zoning districts, two (2) temporary freestanding signs shall be allowed per business per zone lot, provided no more than eight (8) temporary freestanding signs may be on any one zone lot at any one time.

B. Tethered Balloons and Inflatable Signs. Tethered balloons and inflatable signs are allowable on a temporary basis, one tethered balloon or one inflatable sign per zone lot. Tethered balloons and inflatable signs are not allowed in residential zones. A tethered balloon or inflatable sign may not exceed thirty-five feet (35') in height or 300 square feet in the total area of the tethered balloon or inflatable sign; provided, however, the tether shall not exceed one hundred feet (100'). Such tethered balloons and inflatable signs may only be exhibited for a period of not more than fourteen (14) days.

C. Penalties on Public Property or Public Right-of-Way. In the event that any temporary sign is posted on public property or in the City's right-of-way, the City shall have the right to immediately remove and dispose of such sign in accordance with Section 7.04.03.

7. Billboard Signs.

Billboard signs are exempt from the restrictions of Tables 7B, 7C, 7D, and 7E of this ordinance, and are subject to the following provisions:

A. General Provisions.

i. Billboard signs shall not be established in any location having principal frontage on any street within a 150 feet radius of any lot, parcel, or other property which is used for a public park, school, church, courthouse, city hall, or public museum having principal frontage on the same street.

ii. Setbacks:
   a. Front Yard. The greater of 15 feet from the property line or 50 feet from the center line of the fronting street.
   b. Street Side Yard. The greater of 15 feet from the property line or 50 feet from the center line of the fronting street.
   c. Interior Side Yard. No requirements.
   d. Rear Yard. 15 feet.

iii. Height: The maximum height of any billboard sign shall be fifty-five (55) feet, with an additional five (5) feet permitted for extensions beyond the sign face. The height of a sign is measured from the normal grade level (as defined in Section 7.03.03) below the sign to the topmost point of the sign structure.

iv. Character: No billboard sign shall be constructed which resembles any official marker erected by the City, state, or governmental body, or which by reason of position, shape, or color would conflict with the proper functioning of any traffic sign or signal.

v. Code: All billboard signs shall be constructed in accordance with the code.

vi. Sign Maintenance: All billboard signs shall be continuously maintained to good and safe structural conditions. The painted portions of billboard signs shall be periodically repainted and kept in good condition.

vii. Consent: No billboard sign or part thereof or overhang thereof shall be located on any lot, parcel, or other property designation without the consent of the Property Owner.

viii. Lot Maintenance: The general area in the vicinity of any undeveloped property must be kept free and clear of materials, weeds, debris, trash, and other refuse.

ix. Location: No billboard sign shall be located within a 150-foot radius of any residential use measured from the portion of the sign face closest to any residential use.

x. Animation and Motion: Billboard signs shall not be animated signs. Billboard signs shall not revolve or rotate. Slow or continuous motion or rotating within a portion of the sign face shall be permitted.

xi. Zoning: Billboard signs may only be located on a lot zoned BG, BGH, ML, or MH; such signs may be located on a lot zoned MU or FX if specifically approved with the

required site plan for the property.

B. Sign Size

i. Billboard signs up to 300 square feet on their face are permitted in the following zones: BG (General Business Zone) and MU (Mixed Use Zone).
ii. Billboard signs up to 400 square feet on their face are permitted in the following zones: BGH (Heavy General Business Zone), FX (Flex Space Zone), and ML (Light Manufacturing Zone).
iii. Billboard signs up to 672 square feet on their face are permitted in the following zone: MH (Heavy Manufacturing Zone).

C. Spacing.

i. Kennedy Freeway and Highway 34: Any billboard sign along the Kennedy Freeway or Highway 34 shall be spaced a minimum of 1500 feet apart from the closest billboard sign measured in a straight line along the center line of the Kennedy Freeway or Highway 34, as appropriate. The distance shall be measured from the portion of the sign face closest to Kennedy Freeway or Highway 34, as appropriate.
ii. On all other streets and highways within the jurisdiction of the City pursuant to the provisions of this ordinance, no billboard sign may be established within an 850-foot radius of any other billboard sign. The distance shall be measured from the portion of the sign faces which are closest to each other.
iii. On-premise and off-premise signs shall not be counted nor shall measurements be made from them for the purpose of determining compliance with these spacing requirements.

D. Digital billboards.

Digital billboards shall comply with all requirements of this ordinance, plus the following specific requirements:

i. The image displayed on the sign shall not change more frequently than every 10 seconds.
ii. The image shall remain static during its display period (no movement or motion shall be permitted).
iii. Digital billboard signs shall be equipped with a sensor or other device to automatically adjust the day/night light intensity to a level of no greater than 5,000 nits during daylight hours and no greater than 750 nits during nighttime hours.

8. <u>Sign Permit Procedures.</u>

The following procedures shall govern the application for, and issuance of, all sign permits under this ordinance, and the application, submission and review of each Common Signage Site Plan and each Master Signage Site Plan.

Signs identified as "P" or "S" on Table 7A, shall be constructed, erected, modified, installed, or created (hereinafter jointly or severally referred to as "Install" or "Installation") only in accordance with a duly issued and valid sign permit issued by the Manager. Such permits shall be issued in accordance with the following provisions:

A. Applications. All applications for sign permits of any kind and for a Master Signage Site Plan or Common Signage Site Plan shall be made in writing upon forms furnished by the City. Each application shall be submitted to the Manager in accordance with application specifications promulgated by the Manager. Each proposed sign requires a separate permit and each sign existing as of the effective date of this ordinance and each sign existing upon annexation of the lot upon which it is encompassed requires the filing of an application for either a Master Signage Site Plan or a Common Signage Site Plan. Property Owners who wish to submit a Common Signage Site Plan for approval may do so jointly, submitting only one application.

B. Insure and Indemnify. Any applicant(s) applying for a sign permit for a new sign or filing an application(s) for a Master Signage Site Plan or Common Signage Site Plan for proposed signs or existing signs, shall procure and maintain during the existence of any sign commercial general liability

insurance covering bodily injury, including death, and property damage with a combined single limit of at least $500,000 per person. The applicant(s) shall also defend, indemnify, and hold the City harmless from and against any action, claim, judgment, loss, damage, or injury to person or property, all fines, penalties, costs, or expenses including reasonable attorney fees, of any nature whatsoever which are brought, made, incurred, caused by, or which result or arise from, or out of, or in connection with (whether in whole or part) the negligent or intentional act, error or omission, including any default under the application, of the indemnifying party.

C. Fees. Each application for a sign permit or for approval of a Master Signage Site Plan or Common Signage Site Plan shall be accompanied by the applicable fees, which shall be established by the City Council from time to time by resolution. Permit fees are intended to cover the associated cost of sign permit review; processing of the permit application, and any site inspections pertaining to the installation, erection, and/or placement of each sign.

D. Completeness. No more than five (5) business days after receiving an application for a sign permit or for a Master Signage Site Plan or a Common Signage Site Plan, the Manager shall review it for completeness; and if the Manager finds that it is complete, the application shall then be further processed. If the Manager finds that the application is incomplete, the Manager shall return it to the applicant together with a notice of the deficiencies.

E. Issuance of a Permit or Approval of Plan. After the receipt of an application for a sign permit, the Manager shall review the plans, specifications, and other data relating to such sign, and, if it is considered necessary, shall inspect the zone lot premises upon which the sign is proposed to be erected. The Manager shall take action (i) on the application for a sign permit in accordance with Section 7.04.03 or (ii) the Manager shall take action on the application for approval of a Master Signage Site Plan or Common Signage Site Plan in accordance with Section 7.04.03 or, when related to nonconforming signs, in accordance with Section 7.04.03.

F. Action. No more than ten (10) business days after receiving a duly completed application for a sign permit, the Manager shall either:

Issue the sign permit, if the sign(s) that is the subject of the application conforms in every respect with the requirements of this ordinance and of the applicable Master Signage Site Plan or Common Signage Site Plan previously approved; or

Refuse to issue the sign permit if the sign(s) that is the subject of the application fails in any way to conform with the requirements of this ordinance and of the previously approved applicable Master Signage Site Plan or Common Signage Site Plan. In case of a rejection, the Manager shall specify in the rejection the Section(s) of this ordinance, or the applicable plan with which the sign(s) is inconsistent.

G. Action on the Plan. On any duly completed application for approval of a Master Signage Site Plan or Common Signage Site Plan, other than those pertaining to nonconforming signs as referenced in Section 7.04.03, the Manager shall either:

Approve the proposed plan if the sign(s) as shown on the plan and the plan itself conforms in every respect with the requirements of this ordinance; or

Reject the proposed plan if the sign(s) as shown on the plan or the plan itself fails in any way to conform with the requirements of this ordinance and of the previously approved applicable Master Signage Site Plan or Common Signage Site Plan. In case of a rejection, the Manager shall specify in the rejection the Section(s) of this ordinance, or the applicable plan with which the sign(s) is inconsistent.

The Manager shall take such action on the proposed plan on the applicable one of the following dates:

No later than ten (10) business days after the submission of an application if the application is for signs for existing buildings; or

No later than ten (10) business days after the date of issuance of any related application for a building permit, site plan, or development plan involving new construction.

H. Inspection. The Manager shall cause an inspection of the zone lot for which each permit for a new sign or for modification of an existing sign is issued during the sixth month after the issuance of such permit, or at an earlier date if the Property Owner may request. If the Installation is not substantially complete at the time of inspection, the permit shall lapse and become void. If the Installation is complete and in full compliance with this ordinance and with the code, the Manager shall affix to the sign or sign structure, a permanent symbol identifying the sign(s) and the applicable permit by number or other

reference. If the Installation is substantially complete but not in full compliance with this ordinance and the code, the Manager shall give the Property Owner or applicant notice of the deficiencies and shall allow an additional 30 days from the date of inspection for the deficiencies to be corrected. If the deficiencies are not corrected by such date, the permit shall lapse. If the Installation is then complete, the Manager shall affix to the sign or sign structure, the permanent symbol described above.

I. Permit Label. With each permit issued, the City shall provide a label or decal for each permitted sign bearing the permit number. This label shall be attached to the sign or sign structure, in an approved location (specified on the permit) so as to be clearly visible from the public right-of-way or public area of the business site.

J. Failure of Applicant or Manager to Comply. The failure of an applicant to timely file an application for a sign permit or the failure of an applicant to comply with the provisions of this Section when filling out, and/or submitting an application, shall be construed as prejudicial to the applicant. The failure of the Manager to meet the time constraints imposed upon him/her by this ordinance shall not be construed as waiving the requirements of this ordinance or impliedly granting such permit.

9. Sign Permits – Duration and Lapse.

The Property Owner of a zone lot containing sign(s) requiring a permit under this ordinance shall at all times maintain in force a sign permit for such zone lot. Sign permits shall be issued for each zone lot, notwithstanding the fact that a particular zone lot may be included with other zone lots in a Common Signage Site Plan.

A. Lapse of Sign Permit. A sign permit shall lapse automatically if the business activity on the zone lot is discontinued for a period of 180 days or more and is not renewed within 60 days of a notice from the City to the last permittee, sent to the zone lot, that the sign permit will lapse if such activity is not renewed. Lapse of a sign permit shall be considered a violation of this ordinance.

B. Assignment of Sign Permits. A current sign permit shall be assignable to a successor as Property Owner, subject only to filing such application as the Manager may require within six (6) months and paying any applicable fee. The assignment shall be accomplished by filing a copy of same with the Manager and shall not require further approval.

10. Signs Without Permits.

A. Violation and Nuisance. It shall be a violation of this ordinance to install, create, erect, or maintain any sign, for which a permit is required, without having obtained such a permit. Installing, creating, erecting, or maintaining any sign for which a permit is required without having obtained such a permit shall also constitute a continuous public nuisance and each day such a violation exists shall be deemed a separate violation.

B. Property Owner Removal. Except as otherwise provided, the Property Owner with a sign for which a current sign permit has not been issued shall be obligated to take down and remove such sign within ten (10) days after written notification from the City.

C. Summary Removal Authorized. The Planning Manager is hereby empowered to determine whether a current and valid sign permit has been issued for any sign. If a current sign permit is required but has not been issued due to the failure or refusal of the Property Owner(s) to comply with this Ordinance, the Planning Manager shall provide written notice to the Property Owner(s) of such violation and order removal of the sign. The Property Owner(s) shall have twenty (20) days to comply with this written notice. If the Property Owner(s) fail to comply with the order of removal, the City may have such work done. The costs and expenses of any such work shall be paid by the Property Owner(s). If unpaid for two (2) months after such work is done, the City may either (a) levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited in the same manner as other special taxes for improvements are levied and assessed or (b) recover in a civil action the costs and expenses of the work upon the lot or piece of ground.

11. Nonconforming Signs

A. Signs Existing on Effective Date. For any sign existing in the City on or before September 24, 1996 and in continuous and uninterrupted existence since that date, a duly completed application for either a Master Signage Site Plan or a Common Signage Site Plat must be submitted to the Manager on or before October 1, 2000; and for any sign existing on property annexed at a later date which causes the sign to become subject to this ordinance, an application for either a Master Signage Site Plan or a Common Signage Site Plan must be submitted to the Manager within six (6) months of the effective date of the annexation or within such period as may be established in an agreement between the City and the relevant Property Owner; and the timely filing of such duly completed applications shall qualify such signs and Property Owner for the protection of Section 7.04.03 (11C.) and (11D.). Signs that are the subject of applications for a Master Signage Plan or a Common Signage Plan not so received or received after October 1, 2000 shall be subject to all of the terms and conditions of this ordinance, shall be in violation thereof, and shall not be entitled to the protection of Section 7.04.03 (11C.) and (11D.). Except as otherwise provided in this ordinance, any such nonconforming sign for which an application for a Master Signage Site Plan or a Common Signage Site Plan has not been timely submitted to the Manager shall be taken down and removed in accordance with the procedures and provisions of Section 7.04.03 (10).

B. Fees. Duly completed applications for a Master Signage Site Plan or a Common Signage Site Plan for existing signs timely filed within the time period specified in Section 7.04.03 (11A.) shall be exempt from the initial fees adopted under authority of this ordinance.

C. Permits. A sign that would be permitted under this ordinance only with a current sign permit, but which was in existence on the effective date of this ordinance or on a later date when the property upon which such sign exists is annexed to the City, and which was constructed in accordance with the ordinances and other applicable laws in effect on the date of its construction, but which by reason of its size, height, location, design, or construction is not in conformance with the requirements of this ordinance, shall be deemed to have been issued a current and valid nonconforming sign permit if an application for a Master Signage Site Plan or a Common Signage Site Plan in accordance with Section 7.04.03 (11A) of this ordinance is timely filed.

D. Grandfather Rights. Any nonconforming sign which has been registered in accordance with Section 7.04.03 (8) of this ordinance may be repaired or modified provided such repair or modification does not involve a structural alteration or result in the sign becoming more nonconforming. A sign permit will not be required for repairing or modifying an existing registered sign.

Any nonconforming sign which has been registered in accordance with Section 7.03.04 of this ordinance may be replaced or otherwise structurally altered provided the sign is not made more nonconforming and the sign is of a type permitted by Table 7A in the zoning district in which it is located. A sign permit will be required prior to replacing or structurally altering any sign.

E. Lapse of Sign Permit for Existing Signs. A nonconforming sign permit deemed to have been issued for existing signs in accordance with Section 7.04.04 (11C.) shall lapse and become void under the same circumstances as those under which any other sign permit may lapse and become void as specified in Section 7.04.03 (9).

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

City Clerk

Mayor

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13d.
4/16/2024

COUNCIL MEETING DATE: April 16, 2024			SUBMITTED BY: Code Enforcement		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE	✓	PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS		OTHER	

SUBJECT:

Ordinance No. 4156 to Amend Chapter 18 of the Bellevue Municipal Code by Amending Section 18-76 Regarding Parking of Recreational Vehicles, Trailers and Boats and to Provide and Effective Date

SYNOPSIS/BACKGROUND:

Code Enforcement recommends this amendment to Section 18-76 of the City Code to add certain language to the current ordinance in order to make the Municipal Code consistent with the City's Zoning Ordinance. Currently, the City's hard surface parking requirements are set out in the City's Zoning Ordinance. This amendment makes the City's Municipal Code, as it relates to parking of recreational vehicles, trailers and boats, consistent with the Zoning Code, by incorporating the same language. This amendment does not change or expand the actual parking requirements or how the City is enforcing those requirements.

FISCAL IMPACT:: 0.00 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 NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4156 and authorize Mayor to Sign.

ATTACHMENTS:

1. Ordinance 4156 - Redline
2. Ordinance 4156 - Clean Copy
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. 4156

AN ORDINANCE TO AMEND CHAPTER 18, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 18-76 REGARDING PARKING OF RECREATIONAL VEHICLES, TRAILERS AND BOATS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 18, Section 18-76 of the Bellevue Municipal Code is hereby amended to read as follows:

§18-76 RECREATIONAL VEHCLES, TRAILERS AND BOATS.

(A) For the purposes of this article, the following words and phrases shall have the meanings respectively ascribed to them by this subsection:

BOAT. A vehicle for traveling in or on water, not exceeding 40 feet in body length, eight feet in width, or 12 feet in overall height. Height includes the trailer, if the ***BOAT*** is mounted on a trailer. A vehicle meeting the above definition except for size is not deemed incidental to a dwelling unit.

NON-MOTORIZED VEHICLE. A trailer or other device without motive power that is designed for carrying persons or property while being drawn by a motor vehicle.

RECREATIONAL VEHICLE. A vehicular unit not exceeding forth 40 feet in overall length, eight feet in width, or 12 feet in overall height, primarily designated as a temporary living quarters for recreational, camping or travel use; it either has its own motive power or is designed to be mounted on or drawn by an automotive vehicle. The term "recreational vehicle" includes motor home, truck camper, travel trailer and camping trailer. A vehicle meeting the above definition except for size is not deemed incidental to a dwelling unit.

TRAILER. A vehicle without motive power, designed so that it can be drawn by motor vehicle, to be used for the carrying of persons or property, or as human habitation. However, a structure which meets the requirements of the building code of the city in all ways, including foundation, is not a trailer, whether or not it was once a vehicle.

YARD, FRONT. That part of a lot between the front lot line and the front of the principal building on the lot, and extended to both side lot lines.

YARD, REAR. That part of a lot between the rear lot line and the back of the principal building on the lot, and extended to both side lot lines.

YARD, SIDE. That part of a lot not surrounded by buildings and not in the front or rear yard.

(B) In all residential zones provided for in the city zoning code, it is permissible to park a recreational vehicle, trailer, or boat and boat trailer in the following manner:

(1) Parking is permitted inside any enclosed structure, which structure otherwise conforms to the zoning requirements of the particular zone, where located.

(2) Parking is permitted outside in the side yard or rear yard, provided, on a concrete, asphalt, or other approved hard surface as defined by the City Zoning Ordinance Section 8.03.04 and it is not nearer than two feet to the lot line.

(3) Parking is permitted outside on a concrete driveway, provided:

(a) Space is not available outside in the rear yard or side yard as permitted by subsection (B)(2) of this section, or there is no reasonable access to either side yard or rear yard, a corner lot is always deemed to have reasonable access to the rear yard, a fence is not necessarily deemed to prevent reasonable access;

(b) Inside parking is not possible;

(c) The unit is parked perpendicular to the front curb.

(4) The body of the recreational vehicle or boat must be at least 13 feet from the face of any curb.

(5) No part of the unit may extend over the public sidewalk or public thoroughfare (right-of-way).

(6) Parking is permitted only for storage purposes and any recreational vehicle or trailer shall not be:

(a) Used for dwelling purposes, except for overnight sleeping for a maximum of 14 days in any one calendar year. Cooking is not permitted at any time.

(b) Permanently connect to sewer lines, water lines or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries and other purposes.

(c) Used for storage of goods, materials or equipment other than those items considered to be a part of the unit or essential for its immediate use.

(7) Notwithstanding the provisions of subsections (4) to (6) of this section, a unit may be parked anywhere on the premises during active loading or unloading, and use of electricity and propane fuel is permitted when necessary to prepare a recreational vehicle for use.

(8) The unit shall be owned by the resident on whose property the unit is parked for

(C) While not attached to a motor vehicle, a nonmotorized vehicle, other than official municipal equipment, shall not be parked or stored on any public street in the city, except for emergency purposes. It shall be within the discretion of the Bellevue Police Department as to what constitutes an emergency for purposes of this section.

Section 2. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2024.

ATTEST:

_____
Mayor, Rusty Hike

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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

ORDINANCE NO. 4156

AN ORDINANCE TO AMEND CHAPTER 18, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 18-76 REGARDING PARKING OF RECREATIONAL VEHICLES, TRAILERS AND BOATS AND TO PROVIDE AN EFFECTIVE DATE.

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

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BOAT. A vehicle for traveling in or on water, not exceeding 40 feet in body length, eight feet in width, or 12 feet in overall height. Height includes the trailer, if the ***BOAT*** is mounted on a trailer. A vehicle meeting the above definition except for size is not deemed incidental to a dwelling unit.

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RECREATIONAL VEHICLE. A vehicular unit not exceeding forth 40 feet in overall length, eight feet in width, or 12 feet in overall height, primarily designated as a temporary living quarters for recreational, camping or travel use; it either has its own motive power or is designed to be mounted on or drawn by an automotive vehicle. The term "recreational vehicle" includes motor home, truck camper, travel trailer and camping trailer. A vehicle meeting the above definition except for size is not deemed incidental to a dwelling unit.

TRAILER. A vehicle without motive power, designed so that it can be drawn by motor vehicle, to be used for the carrying of persons or property, or as human habitation. However, a structure which meets the requirements of the building code of the city in all ways, including foundation, is not a trailer, whether or not it was once a vehicle.

YARD, FRONT. That part of a lot between the front lot line and the front of the principal building on the lot, and extended to both side lot lines.

YARD, REAR. That part of a lot between the rear lot line and the back of the principal building on the lot, and extended to both side lot lines.

YARD, SIDE. That part of a lot not surrounded by buildings and not in the front or rear yard.

(B) In all residential zones provided for in the city zoning code, it is permissible to park a recreational vehicle, trailer, or boat and boat trailer in the following manner:

(1) Parking is permitted inside any enclosed structure, which structure otherwise conforms to the zoning requirements of the particular zone, where located.

(2) Parking is permitted outside in the side yard or rear yard, provided, on a concrete, asphalt, or other approved hard surface as defined by the City Zoning Ordinance Section 8.03.04 and it is not nearer than two feet to the lot line.

(3) Parking is permitted outside on a concrete driveway, provided:

(a) Space is not available outside in the rear yard or side yard as permitted by subsection (B)(2) of this section, or there is no reasonable access to either side yard or rear yard, a corner lot is always deemed to have reasonable access to the rear yard, a fence is not necessarily deemed to prevent reasonable access;

(b) Inside parking is not possible;

(c) The unit is parked perpendicular to the front curb.

(4) The body of the recreational vehicle or boat must be at least 13 feet from the face of any curb.

(5) No part of the unit may extend over the public sidewalk or public thoroughfare (right-of-way).

(6) Parking is permitted only for storage purposes and any recreational vehicle or trailer shall not be:

(a) Used for dwelling purposes, except for overnight sleeping for a maximum of 14 days in any one calendar year. Cooking is not permitted at any time.

(b) Permanently connect to sewer lines, water lines or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries and other purposes.

(c) Used for storage of goods, materials or equipment other than those items considered to be a part of the unit or essential for its immediate use.

(7) Notwithstanding the provisions of subsections (4) to (6) of this section, a unit may be parked anywhere on the premises during active loading or unloading, and use of electricity and propane fuel is permitted when necessary to prepare a recreational vehicle for use.

(8) The unit shall be owned by the resident on whose property the unit is parked for

(C) While not attached to a motor vehicle, a nonmotorized vehicle, other than official municipal equipment, shall not be parked or stored on any public street in the city, except for emergency purposes. It shall be within the discretion of the Bellevue Police Department as to what constitutes an emergency for purposes of this section.

Section 2. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ___ day of _____ 2024.

ATTEST:

_____
Mayor, Rusty Hike

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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

14a.
04/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 16, 2024			SUBMITTED BY: Economic & Community Development Director		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Real Estate Purchase Agreement for the City's purchase of land

SYNOPSIS/BACKGROUND:

The City desires to purchase approximately 70 acres of land owned by Dennis L. Esch and located on the southeast corner of Highways 75 and 34, specifically parcel numbers 011040548, 011587221, 011590700, and 0115872222, for the purpose of developing an entertainment district. The Purchase Agreement sets forth the purchase price of $85,000 per acre, along with any applicable escrow fees, closing cost, or other fees associated with the closing of the property.

FISCAL IMPACT:: 5,950,000 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Dennis L. Esch INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: Purchase Agreement

CONTRACT EFFECTIVE DATE: 4/16/24 CONTRACT TERM: N/A CONTRACT END DATE: At Closing

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 and authorize the Mayor to sign the Purchase Agreement

ATTACHMENTS:

1. Purchase 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

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is made effective as of the date last executed below ("Effective Date"), by and between Dennis L. Esch or his assigns ("Seller") and the City of Bellevue, Nebraska, a municipal corporation ("Buyer").

Seller is the owner of certain real property located in Bellevue, Sarpy County, Nebraska, which is known as Parcel Numbers 011040548, 011587221, 011587222 and 011590700, consisting of approximately 70 acres, which property is described and/or depicted on Exhibit "A" attached hereto and made a part hereof (the "Property"). The parties agree that should any survey or appraisal identify a different acreage number, that number shall be the final number utilized.

1. PURCHASE

Seller agrees to sell, and Buyer agrees to purchase from Seller the Property, together with all improvements thereon, and licenses, permits, appurtenant rights, privileges and easements, including, without limitation, the right to any and all utility easements, including but not limited to easements for storm water drainage, water, sanitary sewer, electrical, natural gas or telephone service and all plans, specifications, approvals and permits relating to the Property. Seller will provide Buyer with a 1099-S within fifteen (15) business days of the parties signing this Agreement.

2. PURCHASE PRICE

Buyer shall pay at Closing (hereinafter defined) as the purchase price for the Property an amount equal to Eighty-Five Thousand Dollars and No Cents ($85,000.00) per acre ("Purchase Price"). The parties reserve the right to further negotiate the purchase price if necessary to effectuate funding and closing.

3. DEPOSIT IN ESCROW

The parties mutually agree that no Earnest Deposit shall be required.

4. ESCROW AGENT

Buyer and Seller acknowledge and agree that the closing of the sale shall be managed by Ambassador Title Services, LLC, located at 331 Village Pointe Plaza, Suite 102 in Omaha, Nebraska, ("Escrow Agent"). Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller. This Agreement shall constitute escrow instructions. The Escrow Agent may attach hereto its usual conditions of acceptance of escrow which shall be controlling insofar as they do not conflict with the terms of this Agreement. Buyer may, at any time upon notice delivered to Seller, elect to use a different Escrow Agent for purposes of this Agreement, in which event Buyer and Seller shall enter into an amendment to this Agreement indicating the new Escrow Agent.

5. DOCUMENT DELIVERY AND DUE DILIGENCE

Seller agrees to furnish to Buyer within ten (10) days after the Effective Date, any appraisals, surveys, existing utility location(s), owner's title insurance policies, environmental reports and studies, geotechnical reports and all engineering plans, if any, assessments (special or otherwise), statements, ad valorem and personal property tax bills, leases for farming, whether written or oral, notices or correspondence from governmental entities, copies of all subdivision agreements and/or development agreements affecting the Property, including all amendments thereto, books, records, files and related items and any other documents or documentation relating to the Property that Buyer may reasonably request, which are in Seller's possession or readily available to Seller.

Buyer shall have thirty (30) days from the date of the signing of this agreement ("Due Diligence Period") to inspect the Property, obtain any necessary financing or funding approval, and complete any engineering, surveys, soil assessments, environmental studies, and such other studies Buyer requires to determine if the Property is suitable for Buyer's purchase. Seller hereby gives Buyer permission to enter the Property at reasonable times to perform such studies and engineering. If Buyer, in Buyer's sole discretion, determines the Properties or agreements are unsuitable, Buyer may terminate this Agreement by giving written notice to the Escrow Agent prior to the expiration of the Due Diligence Period. Buyer agrees to defend and hold harmless the Seller in the event of liability or damages as a result of Buyer's inspections or due diligence. At the completion of the Due Diligence Period, Buyer shall return the Properties to their original condition. Buyer shall also indemnify and hold the Seller harmless from any costs, damages, claims, lawsuits caused by any such inspections or entry onto the Properties.

6. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby represents, warrants and covenants with Buyer as follows: (a) Seller is not aware of violation of any ordinance, statute, rule or regulation with respect to the Property; (b) Seller has no knowledge of any gas wells or other wells (whether capped or uncapped, plugged or unplugged) on or about the Property; (c) Seller has no knowledge of encroachments on the Property by any improvements located on any adjoining property; (d) no person presently has any right to possession of any part or all of the Property other than Seller; (e) Seller has no knowledge of the presence of any toxic or hazardous substances, as those terms are currently understood under Federal EPA Regulations, on or under the surface of the Property; (f) Seller has no knowledge of any underground storage tanks on the Property; (g) Seller is fully authorized to enter into this Agreement; (h) no leases affect the Property and none will be made without the consent of Buyer and, except as otherwise set forth in the title commitment to be obtained by Buyer, no other encumbrances affect the Property and none will be made without the consent of Buyer; (i) Seller shall not alter or modify the physical nature or characteristics of the Property or any part thereof; (j) no work authorized by Seller has taken place on the Property in the last one hundred fifty (150) days which would create in any party a right to a lien against the Property, except for such work that has been fully paid for or will be paid by Seller; (k) to Seller's knowledge and belief, there are no threatened or pending special assessments, zoning applications, IRS claims, CLOMR/LOMRs, condemnation, zoning, or other proceedings or litigation with respect to the Property; (l) Seller shall conduct its business involving the Property

in the ordinary course, and during said period, Seller shall: (i) not transfer or convey the Property or any portion thereof or create on the Property or any portion thereof any easements, liens, mortgages, encumbrances (including, but not limited to, leases or occupancy agreements) or other interests; (ii) not enter into any contracts or other commitments regarding the Property which are not terminable upon thirty (30) days prior written notice without the prior written consent of Buyer; (iii) continue to maintain, repair and replace the Property in at least the manner which Seller has previously maintained, repaired and replaced the Property; (iv) comply with all laws or municipal ordinances, regulations, orders or requirements affecting the Property; and (v) deliver notice to Buyer of (1) any suits or claims affecting the Property that Seller has or receives knowledge of, or (2) any actual or threatened condemnation of any portion of the Property or any adjacent parcel of land that Seller has or receives knowledge of; (m) Seller is not a foreign person which requires Buyer to withhold proceeds or to deduct, withhold or pay any amount of tax pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended; (n) Seller has provided Buyer with the approximate location(s) of all existing utilities; and (o) the Property is not located in a sanitary and improvement district.

Except as provided herein to the contrary or any documents delivered to Buyer at Closing, the Property is being sold in its "as is" condition.

7. CONVEYANCE OF TITLE

Seller shall deliver or cause to be delivered to Buyer, at Closing, a duly recordable special warranty deed ("Deed"), conveying fee simple title to the Property, free and clear of all defects of title, liens and encumbrances whatsoever, except for restrictions, easements, limitations, reservations and conditions of record, which are approved by Buyer, and except current taxes and assessments which are a lien but which are not yet due and payable, and zoning ordinances, and further excepting any liens or encumbrances created or caused by Buyer.

8. TITLE EVIDENCE

Buyer shall arrange for the Escrow Agent to issue in favor of Buyer an ALTA owner's fee policy of title insurance ("Title Policy"), with standard exceptions omitted, in the amount of the Purchase Price of the Property, showing title, to and including the date of the recording of the Deed, to be the quality and the condition required by the terms hereof. Should a matter in the title or on any survey obtained by Buyer appear that is not acceptable to Buyer, Buyer shall notify Seller in writing or email of the same prior to expiration of the Due Diligence Period, and Seller may, but shall not be obligated to cure any title objections within then have thirty (30) days after notification. If such matters are not cured within thirty (30) days, Buyer may, at its option, elect to accept such title as Seller is able to furnish or terminate this Agreement, in which case all funds and documents shall be returned to the party depositing same. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, Buyer shall not be required to object to any mortgages or liens voluntarily entered into by Seller or construction liens which can be eliminated or discharged by the payment of a liquidated sum of money (collectively, the "Monetary Encumbrances"), and Seller shall be obligated to eliminate and discharge any and all of the Monetary Encumbrances on or before the Closing. If Seller does not eliminate or discharge the Monetary Encumbrances by Closing, Buyer may do so and deduct the

cost thereof from the Purchase Price. In the event any new title exceptions are recorded against the Property after the Effective Date of this Agreement and prior to Closing ("New Exception Items"), the same shall automatically be deemed objected to by Buyer, and in the event Seller is unwilling or unable to cure the same, Buyer may, at its option, elect to accept such title as Seller is able to furnish or terminate this Agreement, in which case all funds and documents shall be returned to the party depositing the same (provided, however, the foregoing does not relieve Seller of liability in the event the event the New Exception Items were recorded in violation of the provisions of this Agreement).

9. POSSESSION

Buyer shall be given exclusive possession of the Property upon closing andtransfer of title. Any existing lease on the property, if any, shall be deemed automatically terminated as of the Closing.

10. TAX PRORATION

Real estate taxes that become delinquent in the year of Closing shall be treated as though all are current taxes and those taxes shall be prorated as of the date of closing. Seller shall pay at Closing (or credit Buyer, to the extent not yet due and payable at Closing) all reassessed assessments and/or respread taxes upon the Property and all additional or "recaptured" or "rollback" taxes payable by reason of loss of any tax exemption, reduction or abatement, including any agricultural recoupment.

11. CLOSING

Provided the Closing Condition (defined herein) is satisfied, this transaction shall be closed within sixty (60) days after signing this Agreement, unless otherwise changed by agreement of the parties ("Closing") and all funds and documents required hereunder shall be deposited in escrow at Closing. The Escrow Agent shall close this transaction when it has in its possession and available for recording and subsequent delivery to Buyer the Deed, and is prepared to issue the Title Policy, with standard exceptions omitted, in the amount of the Purchase Price and when it has in its possession and available for delivery to Seller the Purchase Price less the charges set forth below. As used herein, "Closing Condition" means there are no general moratorium or similar restrictions imposed by any governmental authority or utility supplier with respect to the issuance of building permits for the Project, or sanitary sewer, water or electricity connections with respect thereto, or any other item necessary for construction. The Closing Condition may be waived by Buyer in writing prior to or at Closing.

12. CHARGES IN ESCROW

The Escrow Agent shall charge Buyer with: one-half (1/2) of the escrow fee, the cost of recording the Deed, one-half (1/2) of the cost of the owners Title Policy and other title charges, and the cost of the lender's title policy and any requested endorsements; and Seller with: the cost of any transfer or conveyance fee, including, without limitation, State Documentary Tax,

one-half (1/2) of the escrow fee, and one-half (1/2) of the cost of the owners Title Policy and other title charges.

13. RISK OF LOSS

Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property or the Property itself is damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement.

14. BROKER'S COMMISSION

Buyer and Seller each warrants and represents that no real estate brokers are entitled to a commission in this transaction.

15. SURVIVAL OF REPRESENTATIONS

All representations and warranties contained herein are made as of the Effective Date and shall be deemed to have been made again on the date title transfers without merger, and shall survive such date and the delivery and recording of the Deed to the Property and any other instrument of conveyance.

16. DEFAULT

If Seller fails to perform any of Seller's obligations under this Agreement and such failure shall continue for a period of thirty (30) days after notice from Buyer, Buyer may automatically terminate this Agreement and Seller shall pay for any escrow and/or title fees and both parties shall be relieved of all further liability hereunder, or Buyer may bring suit for damages, specific performance or equitable relief against Seller. If Buyer fails to perform any of Buyer's obligations under this Agreement and such failure continues for a period of thirty (30) days after notice from Seller, then Seller may, as Seller's sole and exclusive remedy, terminate this Agreement.

17. NOTICE

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) 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 Buyer:

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 Seller:

Jim Esch
Attorney
3223 South 187 Street
Omaha, NE 68130

18. COMPUTING ANY TIME PERIOD.

Wherever this Agreement requires that something be done within a specified period of days, the period shall (a) not include the day from which the period commences, (b) include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires and (d) unless otherwise specified in this Agreement shall be construed to mean calendar days, provided, that if the final day of the period falls on a Saturday or Sunday or legal holiday (limited to the day set aside by statute for observing New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, or Christmas Day), it shall be extended to first business day thereafter. Time is of the essence for purposes of this Agreement.

19. MISCELLANEOUS

This Agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto and represents the entire understanding between the parties and may be modified only in writing signed by the parties. Each person executing this Agreement on behalf of Buyer or Seller represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of such party, and that the Agreement is a valid and legal agreement, binding on the respective party and enforceable in accordance with its terms. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Any electronic delivery (e.g., email, fax, .pdf, .jpg, photograph, etc.) of a party's signature on any copy of this Agreement shall be deemed to be the delivery by such party of its original binding signature hereon. This Agreement is to be governed by and construed in accordance with the laws of the state in which the Property is located. From and after the Effective Date hereof, this Agreement and the terms and provisions contained herein ("Confidential Information") shall be kept confidential between Buyer, Seller and any brokers referenced in Section 14 hereof. Buyer and Seller may share the

Confidential Information (i) with their respective officers, directors, employees, affiliates, representatives, agents and consultants (including, without limitation, brokers, financial advisors, attorneys, and other consultants), (ii) at Buyer's discretion, as required in order to obtain Approvals, (iii) to the extent the same was or becomes generally known to the public through no wrongful act of the party subsequently disclosing the same, and (iv) as required by applicable law (upon reasonable advance notice to the other party), to the extent practicable, but shall not otherwise share the Confidential Information without the express written consent of the other party. Buyer and Seller shall take such steps as necessary to impose the foregoing obligation on the respective party's officers, directors, employees, affiliates, representatives, agents and consultants (if applicable). From and after the Effective Date, unless/until this Agreement is terminated in accordance with the provisions set forth herein, Seller shall not, directly or indirectly, (i) solicit, initiate, encourage or accept proposals or offers relating to the purchase/sale of the Property, or (ii) participate in any discussions or negotiations regarding, or furnish to any person or entity other than Buyer, any non-public information with respect to the Property or the contemplated purchase/sale thereof. Seller shall take such actions as necessary to impose the foregoing restrictions on Seller's officers, directors, employees, representatives, agents, and broker (if applicable).

20. BUYER EXCHANGE.

If requested by Seller, Buyer shall fully cooperate and shall take all actions requested to qualify the other party's purchase or sale of replacement property under Code Sections 1031 or 1033. Each party agrees to execute any and all documents as are reasonably necessary in connection with such exchange; provided, neither party shall be required to undertake any material liability or obligation in so doing and the exchange does not extend the applicable Closing Date.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK; SIGNATURES SHALL APPEAR ON THE NEXT PAGE]

The parties have hereunto set their hands effective as of the Effective Date.

SELLER

By: _____
Dennis L. Esch

Date: 4/12/2024

BUYER, CITY OF BELLEVUE

By: _____
Mayor, Rusty Hike

Date: _____

ATTEST:

_____
City Clerk

APPROVED TO FORM:

_____
City Attorney

Exhibit "A"

Property

Legal Description:

Tax lots 20, 21, 22, and 19A1A1A, located in the Northeast Quarter of Section 22, Township 13 North, Range 13 East of the 6th P.M. in Sarpy County, Nebraska.

15a.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 16, 2024			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 Redevelopment Plan for Lots, 2, 4, & 5 and Outlots A, D, E & F, Cardinal Commons (Phase II). Applicant: Excel Development Group. General location: 13th Street and Kasper Street.

SYNOPSIS/BACKGROUND:

The applicant is requesting approval of a redevelopment plan for for Lots, 2, 4, & 5 and Outlots A, D, E & F, Cardinal Commons (Phase II). Cardinal Commons II (Phase II of the proposed Cardinal Commons subdivision) is approximately 5.4 acres in size. The applicant is proposing redevelopment of the property by constructing 13 duplexes consisting of 26 units of affordable senior housing. As part of the redevelopment plan, the applicant is requesting approval of $250,000 in Tax Increment Financing. This area was previously designated blighted and substandard by the City Council. Approval of the Redevelopment Plan is the next step in the redevelopment process. Phase I of the project was previously approved by City Council.

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 NAME:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

The Planning Commission and Planning Department are both recommending approval of this Redevelopment Plan.

ATTACHMENTS:

1.	Staff Memo	2.	Resolution No. 2024-04	3.	PC Recommendation
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 Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

We Influence The World!

To: Mayor Rusty Hike
City Administrator Jim Ristow
City Council

From: Angela Curry, Assistant Planning Manager

Date: April 8, 2024

Subject: Lots 2, 4, and 5, and Outlots A, D, E, and F Cardinal Commons Addition (Phase II)

Attached for your review and recommendation is the Redevelopment Plan for Cardinal Commons (Phase II). This plan proposes the redevelopment of the vacant property of Lots 2, 4, and 5, and Outlots A, D, E, and F Cardinal Commons Addition. This area was previously designated as blighted and substandard by the City Council. Approval of the Redevelopment Plan is the next step in the redevelopment process.

Cardinal Commons II (Phase II of the proposed Cardinal Commons subdivision) is approximately 5.4 acres in size and consists of several lots generally located on the northeast corner of South 13th Street and Kasper Street. The Cardinal Commons development received final approval by the City Council on September 19, 2023.

The applicant is proposing redevelopment of the property by constructing 13 duplexes consisting of 26 units of affordable senior housing. Each unit will be a two-bedroom, one-bathroom, with approximately 1,034 square feet of living area, 53 square feet of storage space, and a 292 square foot single-car garage, for a total of 1,379 square feet.

The applicant is applying for both federal and state low-income housing tax credits from the Nebraska Investment Finance Authority (NIFA). The project will be subject to a Land Use and Restriction Agreement with NIFA that will require 40% of the units to have overall rents affordable at or below 60% of the applicable median income for a period of 45 years. The applicant is estimating the property's assessed valuation to be $1,380,000 upon completion of the 13 duplexes at Cardinal Commons II.

The Redevelopment Plan states there is approximately $10,103,580 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF to fund $250,000 of these expenses. The breakdown of costs and data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review.

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

The Planning Department believes this project will be a benefit to the city through the improvement of a blighted and substandard area with a parcel that has remained vacant and underutilized. The Comprehensive Plan designates this area as medium-density residential. The applicant's proposed development is in conformance with the Comprehensive Plan. The property is currently zoned RG-28-PS (General Residential – Planned Subdivision). The proposed residential development is consistent with the existing uses adjacent to the property and conforms to the city's overall plan for development.

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

PLANNING DEPARTMENT RECOMMENDATION:

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

PLANNING COMMISSION RECOMMENDATION:

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

RESOLUTION 2024-04

WHEREAS, Excel Development Group, is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described Lots 2, 4, and 5, and Outlots A, D, E, and F, Cardinal Commons Addition (Phase II), Sarpy County, Nebraska ("Redevelopment Project Area"); and

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

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

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

WHEREAS, the Redevelopment Plan anticipates the redevelopment of land with new residential units to be used for single-family residential use, and other property improvements as shown in Exhibit "A" (the "Redevelopment Project Plan"); and

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

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately $1,278,705 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, Excel Development Group, and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of Excel Development Group, in an amount not to exceed the principal sum of $250,000 which, if fully paid, will reimburse Excel Development Group for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

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

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

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

(a) The Redevelopment Plan is in conformity with the general plan for the development of the City and otherwise in conformity with the legislative declarations and determinations of the Act;

(b) The Redevelopment Project would not be economically feasible without the use of tax-increment financing;

(c) The Redevelopment Project would not occur in the Redevelopment Project Area without the use of tax-increment financing;

(d) The costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services are in the long-term interest of the City, its residents and taxpayers and the Redevelopment Project Area; and

(e) The cost-benefit analysis for the Redevelopment Project, including that analysis identified and discussed in the Redevelopment Plan, i.e.

(i) Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147 of the Act;
(ii) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project;
(iii) Impacts on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Project Area;
(iv) Impacts on other employers and employees within the City and the immediate areas that are located outside the Redevelopment Project Area; and
(v) Such other impacts determined by this Council, as the Redevelopment Authority and governing body of the City to be relevant to the consideration of costs and benefits arising from the Redevelopment Project,

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

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

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

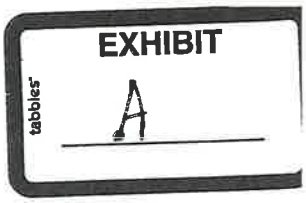
2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Excel Development Group, and such other parties as shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 16TH DAY OF APRIL 2024.

_____
Rusty Hike, Mayor

ATTEST:

_____
Susan Kluthe, City Clerk



TAX INCREMENT FINANCING REDEVELOPMENT PLAN

FOR

CARDINAL COMMONS II

LOTS 2, 4 & 5 AND OUTLOTS A, D, E & F, CARDINAL COMMONS ADDITION

BELLEVUE, NEBRASKA

SUBMITTED: January 31, 2024

Submitted to:

Chairman and Members of the Planning Board

Submitted by:

Applicant: Cardinal Commons II, LLC
Attn: Excel Development Group
8551 Lexington Avenue
Lincoln, NE 68505

Attorney for Applicant: Andrew R. Willis
Cline Williams Wright Johnson & Oldfather, L.L.P.
233 South 13th Street
Suite 1900
Lincoln, NE 68508
(402) 479-7151
awillis@clinewilliams.com

PROJECT DESCRIPTION

Background:

The project site is generally located at the Northeast corner of the intersection of South 13th Street and Kasper Street. The project site consists of Lots 2, 4 & 5, and Outlots A, D, E & F Cardinal Commons Addition, City of Bellevue, Sarpy County Nebraska, and is approximately 5.42 acres.

The project site is designated as a "blighted and substandard" area by the City of Bellevue. Redevelopment of the property will support the City of Bellevue's elimination of blighted and substandard areas within its boundaries as well as provide needed additional affordable housing in the City and is in direct response to the 2019 floods.

Redevelopment of this site is anticipated to begin in the first quarter of 2025. It is anticipated that the construction of the 13 duplexes consisting of 26 units of affordable senior housing for this project will be completed in 2026.

The proposed project will be the second phase of the Cardinal Commons residential development. The redevelopment plan for the first phase (Cardinal Commons I) was approved in 2023.

Existing Land Use and Conditions of the Redevelopment Site:

The Recorded Plat is attached as Exhibit "A-1". The project site will be the land designated as Lots 2, 4 & 5, and Outlots A, D, E & F Cardinal Commons Addition, City of Bellevue, Sarpy County Nebraska on the Recorded Plat (the "Project Site"). Attached as Exhibit "A-2" shows the proposed site plan for the project.

The Project Site is currently owned by Excel Holdings, LLC. Cardinal Commons II, LLC has a binding contract to purchase the Project Site contingent upon funding of affordable housing tax credits from the Nebraska Investment Finance Authority (NIFA) and the approval of tax increment financing.

The Project Site is currently vacant ground. Some initial tree clearing and grading was completed during the first phase development, but all previous work on the Project Site constitutes site demolition and preparation, which is permitted prior to the approval of the redevelopment project pursuant to Neb. Rev. Stat. § 18-2117.03.

The Project Site is currently zoned as RG-28-PS (General Residential).

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

Proposed Use and Project Details:

The Recorded Plat and Site Plan is attached as Exhibit "A". The Applicant proposes to construct 13 duplexes consisting of 26 units of affordable senior housing known as Cardinal Commons II. Each unit will have 2 bedrooms and 1 bathroom, and have approximately 1,034 square feet living area, 53 SF storage area, 292 SF single-car garage, total of 1,379 SF. The Project Site is zoned RG-28-PS (General Residential), and the proposed project is a permitted use in this zoning district.

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

Applicant anticipates beginning grading and construction of necessary infrastructure in the first Quarter of 2025, and anticipates completing the construction of the duplexes in 2025. The anticipated base year for TIF purposes is anticipated to be 2025, and the effective date for the division of taxes is anticipated to be January 1, 2026.

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

Parking Plan for Proposed Project:

Each residence will have an attached garage and driveway available for parking. There will be parking along the roads within the development as well. There will also be a parking lot available at the community building which is located on the first phase.

ANALYSIS:

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

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

This project would not be feasible without the assistance of TIF. The project's largest source of funds are federal and state low income housing tax credits. These credits are allocated by the Nebraska Investment Finance Authority (NIFA). The project will be subject to a Land Use Restriction Agreement ("LURA") filed by NIFA that will require 40% of the units in the project to have overall rents affordable at or below 60% of the applicable median income for a period of 45 years. This restriction substantially reduces the available income from the project as shown by the calculation on the return on investment with and without TIF funds attached as Exhibit B. The LURA prohibits the owner from increasing the rental amounts charged, thereby keeping the project affordable to low-income tenants. This is an important feature of the LIHTC project and supports the intent of the owner to provide quality affordable housing in Bellevue, but the cap on rental revenue below market-rate rents means that the project has no other means to cover the expensive capital investment to develop the Project Site. A reasonable investor would not find the return

on investment to be sufficient to invest additional equity into the project. In addition, the project is required to have a debt service coverage ratio of at least 1.15. Without TIF, the debt service coverage ratio would only be 1.09 and the project could not go forward. Therefore, the assistance of TIF is absolutely necessary to complete this project.

In addition to the need for TIF to help pay for the eligible public improvement costs, the TIF is also a key component in the overall project financing that will allow the applicant to obtain the tax credit award that will make the project feasible. The application process to receive the tax credits from NIFA is very competitive. Only about 1/3 of projects that apply for the tax credits get funded by NIFA. Cardinal Commons II did not get funded in the last round of 2023. Two projects in Papillion and one in Millard got funded for the metro applications in the last round. Cardinal Commons II is reapplying for tax credits, but it needs to improve the application (based on the application points system) to obtain a tax credit award. Approved TIF will increase the number of points Cardinal Commons II has in NIFA's application process. To get the project over the hump to get funded Cardinal Commons II is applying for TIF now so it can use it as leverage points on its tax credit application for NIFA in May of 2024. The project will not be feasible without both a tax credit award and TIF, but TIF is the necessary first step to support the project and to assist with obtaining a tax credit award from NIFA.

Project Finance Summary

Sources of Funds	**Amounts:**
Federal Tax Credit Equity	$4,416,528
State Tax Credit Equity	$2,038,602
Community Development Block Grant – Disaster Recovery Funds	$2,000,000
Permanent Financing	$988,450
Tax Increment Financing	$250,000
General Partner Equity	$290,000
CDBG- Community Revitalization Funds	$120,000
Total Sources of Funds	**$10,103,580**

Uses of Funds	**Amounts:**
Land	$400,000
Real Prop Development – Offsite	$20,000
On Site Grading, Clearing, Etc.	$1,685,000
Title Recording and Insurance	$30,723
Soils Testing & Concrete Testing	$26,000
Architect & Engineering Fees	$145,600
Architect – Construction Supervision	$5,000
Environmental Study	$5,000
Market Study	$4,500
Federal & State Tax Credit Fees	$152,975
Project Reserves	$393,210
Construction (26 units)	$7,235,572
Total Uses of Funds	**$10,103,580**

Assessed Valuation Discussion

The project will be subject to Section 77-1333 of the Nebraska Revised Statutes which requires the County Assessor to assess the project using the income approach, taking into account the rent and income restrictions that are created and enforced by the LURA. Pursuant to the Section 77-1333 income approach formula, the Applicant estimates the average assessed valuation for each of the 13 duplexes to be $106,153.84 per duplex for a total valuation of $1,380,000 after construction is complete. The preliminary 2024 assessed valuation for the Project Site is $101,295.

Land Use and Zoning

The Project Site is zoned RG-28-PS (General Residential). The project conforms to its current zoning designation and is a permitted use in this zoning district.

Utilities and Public Improvements

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

Historical Status

Not applicable.

EVALUATION CRITERIA: MANDATORY CRITERIA

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

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

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

   The project will result in the development of approximately 5.42 acres of underutilized land at the northeast corner of Kasper Street and 13th Street in Bellevue, NE. Once completed the development will offer 26 new duplex units for rental to tenant's 55 and older with 80% of the units having incomes below 60% of the applicable medium income. The project will support the continued growth and housing needs of the Bellevue community. According to the Sarpy County & Communities, Nebraska County-Wide Housing Study with Strategies for Housing Affordability findings a majority of the 399 lost housing units in Sarpy County due to the 2019 disaster, an estimated 340 units, were in areas occupied by low- to moderate-income individuals and families. This includes an estimated 200 manufactured, modular and mobile homes in the City of Bellevue. At least 278 rental units are recommended for very low and low-income Sarpy County households by 2025. An estimated 154 rental housing units should be designated for seniors in the City of Bellevue. Bellevue Affordable Housing Action Plan shows a need for 104 affordable housing units for seniors (55+) and a need for 165 affordable housing units for seniors (55+) by 2032. This residential development conforms to the general plan for the City as a whole because it is consistent

with the residential uses east and south of the Project Site. Additionally, the project furthers the City's goal of adding residential development to the area in a manner that is economically feasible.

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

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

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

See Developer's "Return on Investment Analysis" attached hereto as Exhibit "B". This project would not be feasible without the assistance of TIF. The project's largest source of funds will be federal and state low income housing tax credits. These credits are allocated by the Nebraska Investment Finance Authority (NIFA). The project will be subject to a Land Use Restriction Agreement filed by NIFA that will require 40% of the units in the project to have overall rents affordable at or below 60% of the applicable median income for a period of 45 years. This restriction substantially reduces the available income from the project as shown by the calculation on the return on investment with and without TIF funds attached as Exhibit B. In an unrestricted housing development project, the developer would increase rents to ensure that an adequate return on the investment of the development could be achieved. However, with the restricted rents to ensure the project remains affordable to low-income tenants, the developer does not have the ability to raise rents to cover the high cost of construction and needs TIF to pay for the TIF-eligible improvements and make the overall project feasible. A reasonable investor would not find the return on investment to be sufficient to invest additional equity into the project. In addition, the project is required to have a debt service coverage ratio of at least 1.15. Without TIF, the debt service coverage ratio would only be 1.09 and the project could not go forward. Therefore, the assistance of TIF is absolutely necessary to complete this project.

COST-BENEFIT ANALYSIS

1. **Tax shifts resulting from the approval of the use of funds pursuant to section 18-2147 (of the Community Development Law):**
There are no anticipated tax shifts resulting from this project. The current taxing authorities will continue to receive taxes on the property at the current assessed value determined for the base year.

2. **Public infrastructure and community public service needs impacts and local tax impacts arising from projects receiving incentives:**
Public infrastructure currently exists adjacent to the Project Site. The project will provide the necessary infrastructure within the site. There will be two street entrances into the project, from Kasper Street on the south and from both 13th Street on the west. Currently, this site is underutilized contributes to the blight of the area. In the long term, the project will provide a significant increase

in local property tax revenues based upon the increased value of the developed site after repayment of the TIF funds. Because the project will provide 26 new senior housing units to the area, any impact upon the community public services already provided in the area is outweighed by the increased future tax revenue to be provided by the development.

3. **Impacts on employers and employees of firms locating or expanding within the boundaries of the area of redevelopment project:**
During redevelopment and construction, the project will create jobs and local businesses are likely to be patronized by workers. Upon completion of the project, the project will create housing availability for new and existing residents of the Bellevue community. The project will further benefit local businesses by increasing the residents in the area who will be likely to patronize nearby Bellevue businesses.

4. **Impacts on businesses within the area:**
This project will bring 26 additional households to the community of Bellevue. Those residents will support local shops and restaurants. The project will also provide new housing options for tenant's 55 and older in Bellevue. The project will allow seniors in Bellevue to age in place and help prevent Bellevue seniors leaving the community for better options in neighboring communities.

5. **Impacts on students' populations and school districts within the project area:**
Since this the 26 duplex units in this project will be rented to tenants 55 and older, the project is not likely to increase the student population in the school district with the project area.

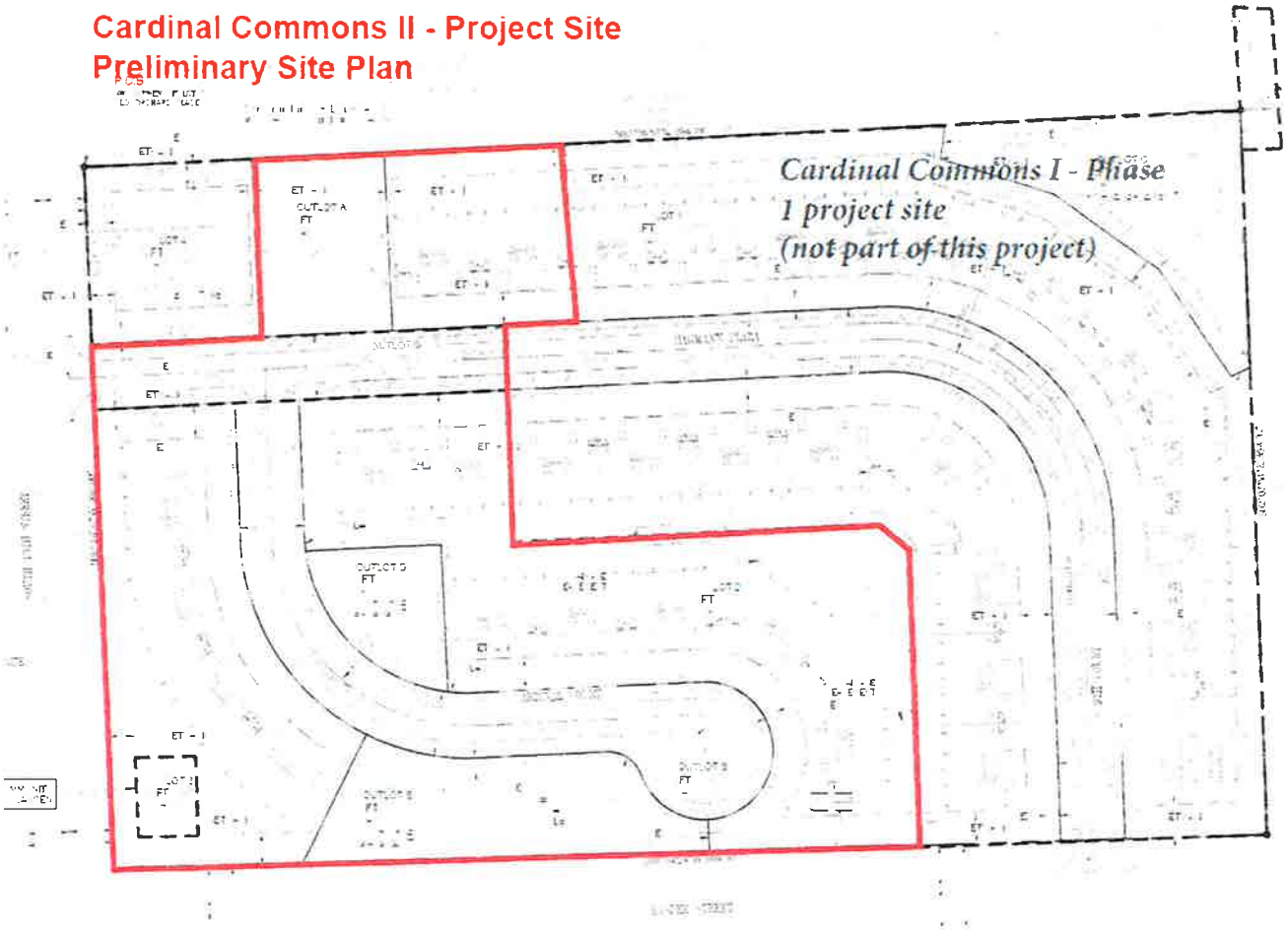
6. **Any other impacts relevant to the consideration of costs and benefits arising from the development project:**
This project is the second phase of a development effort to bring new housing into an area that has not seen development for many years and will hopefully act as a catalyst for other developments and the revitalization of the surrounding properties. This project is in direct response to the devastating flooding that happened in 2019. Part of the funding source for Cardinal Commons II will be a $2 million Community Development Block Grant – Disaster Recovery (CDBG-DR) grant that's in response to the flooding. The City of Bellevue was one of the hardest hit areas from the record breaking 2019 floods. The project will bring much needed affordable housing to the City of Bellevue, will benefit low- to moderate-income persons, and will increase community resiliency in the face of future natural disasters by adding affordable housing in non-flood zone areas of Bellevue.

TIF REQUEST

The TIF request is for $250,000 plus accrued interest. The TIF amount is 2.47% of the total project cost. TIF will be used to offset TIF eligible costs such as land acquisition, site prep work, architectural and engineering fees, and public improvements as required. The TIF Eligible Expenses are shown in detail on Exhibit C. The total estimated project cost is $10,103,580. The final assessed increased valuation upon completion of the project of $1,380,000 will support the TIF request of $250,000 with interest at the rate of 7.25% per annum as shown by the TIF Projections attached as Exhibit D.

EXHIBIT A-1
RECORDED PLAT

EXHIBIT A-2
SITE PLAN



Preliminary site plan – subject to change.

EXHIBIT B

RETURN ON INVESTMENT ANALYSIS

Project with TIF ROI Analysis

Cardinal Commons II
26 Unit Senior
FORECASTED CASH DISTRIBUTIONS
TO INVESTORS WITH A $ 335,257 Investment (1)
ASSUMING A 28% MARGINAL FEDERAL TAX BRACKET (2)

26-Jan-24

	Year	Share Of Earnings (Losses)	Tax Benefit (Expense) (3)	265.443 Tax Credits (3)	Cash Distributions (4)	After Tax Benefits	Capital Contribution (4)	After Tax Cash Flow	Internal Rate of Return: Annual After Tax Return	Internal Rate of Return: After Tax IRR	Internal Rate of Return: Before Tax Equivelent IRR
Pre Open							($335,257)	($335,257)			
	1	($20,992)	5,878	26,544	0	32,422	0	$32,422	9.7%		
	2	($14,040)	3,931	26,544	0	30,475	0	$30,475	9.1%		
	3	($13,977)	3,914	26,544	0	30,458	0	$30,458	9.1%		
	4	($13,915)	3,896	26,544	0	30,440	0	$30,440	9.1%		
	5	($13,851)	3,878	26,544	0	30,423	0	$30,423	9.1%		
	6	($13,787)	3,860	26,544	0	30,405	0	$30,405	9.1%		
	7	($13,723)	3,842	26,544	0	30,387	0	$30,387	9.1%		
	8	($13,658)	3,824	26,544	0	30,369	0	$30,369	9.1%		
	9	($13,592)	3,806	26,544	0	30,350	0	$30,350	9.1%		
	10	($13,625)	3,815	26,544	0	30,359	0	$30,359	9.1%		
	11	($13,091)	3,665	0	0	3,665	0	$3,665	1.1%		
	12	($13,023)	3,646	0	0	3,646	0	$3,646	1.1%		
	13	($12,954)	3,627	0	0	3,627	0	$3,627	1.1%		
	14	($12,883)	3,607	0	0	3,607	0	$3,607	1.1%		
	15	($12,911)	3,615	0	0	3,615	0	$3,615	1.1%		
(5)	15	($48,812)	9,762	0	78,243	88,006	0	$88,006		2.72%	3.78%

(1) A $335,257 investment is 5.00% of the projected $250,000 to be invested as capital.

(2) For illustration purposes, a 28% federal tax bracket as of the date of the forecast is used. A lower tax bracket will decrease the internal rate of return.

(3) Investors may use net losses and tax credits to offset taxes on $25,000 of ordinary income. Unused losses and tax credits may be carried forward up to 15 years, or carried back three years. Net losses and tax credits may be used to offset any amount of passive income, however alternative minimum tax rules may apply. It is assumed in this example that the investor has no passive income, is not affected by alternative minimum tax rules, and can use 100% of the tax credits each year. It assumed that investors are on a cash basis. Interest accrued on investor loans is not deductible. Net income (loss) has been increased for net accrued investor loan interest in calculating tax benefit (expense).

(4) Cash distributions includes interest paid on investor loans. Capital contributions include investor loan advances and principal repayment of investor loans.

(5) Assets sold at end of year. See Calculation of Gain and Cash Proceeds At Sale for method used in calculating sale price. A capital gains tax rate of 20% is applied to the gain on sale in year 15.

(6) The after tax internal rate of return is based on the annual net after tax cash flows including sale of the projects. The internal rate of return is the percentage rate that equates the present value of an expected future series of cash flows to the initial investment.

Project without TIF ROI Analysis

Cardinal Commons II
26 Unit Senior
FORECASTED CASH DISTRIBUTIONS
TO INVESTORS WITH A $ 335,189 Investment (1)
ASSUMING A 28% MARGINAL FEDERAL TAX BRACKET (2)

26-Jan-24

Year	Share Of Earnings (Losses)	Tax Benefit (Expense) (3)	265,288 Tax Credits (3)	Cash Distributions (4)	After Tax Benefits	Capital Contribution (4)	After Tax Cash Flow	Internal Rate of Return: Annual After Tax Return	Internal Rate of Return: After Tax IRR	Internal Rate of Return: Before Tax Equivelent IRR
Pre Open						($335,189)	($335,189)			
1	($22,048)	8,173	26,539	0	32,712	0	$32,712	9.8%		
2	($15,088)	4,225	26,539	0	30,763	0	$30,763	9.2%		
3	($15,017)	4,205	26,539	0	30,744	0	$30,744	9.2%		
4	($14,946)	4,185	26,539	0	30,724	0	$30,724	9.2%		
5	($14,873)	4,164	26,539	0	30,703	0	$30,703	9.2%		
6	($14,799)	4,144	26,539	0	30,682	0	$30,682	9.2%		
7	($14,724)	4,123	26,539	0	30,661	0	$30,661	9.1%		
8	($14,647)	4,101	26,539	0	30,640	0	$30,640	9.1%		
9	($14,569)	4,079	26,539	0	30,618	0	$30,618	9.1%		
10	($14,488)	4,085	26,539	0	30,623	0	$30,623	9.1%		
11	($14,039)	3,931	0	0	3,931	0	$3,931	1.2%		
12	($13,955)	3,908	0	0	3,908	0	$3,908	1.2%		
13	($13,870)	3,884	0	0	3,884	0	$3,884	1.2%		
14	($13,782)	3,859	0	0	3,859	0	$3,859	1.2%		
15	($13,790)	3,861	0	0	3,861	0	$3,861	1.2%		
(5) 15	($50,730)	10,146	0	61,870	71,815	0	$71,815		2.41%	3.34%

(1) A $335,189 investment is 5.00% of the projected $250,000 to be invested as capital.

(2) For illustration purposes, a 28% federal tax bracket as of the date of the forecast is used. **A lower tax bracket will decrease the internal rate of return.**

(3) Investors may use net losses and tax credits to offset taxes on $25,000 of ordinary income. Unused losses and tax credits may be carried forward up to 15 years, or carried back three years. Net losses and tax credits may be used to offset any amount of passive income, **however alternative minimum tax rules may apply. It is assumed in this example that the investor has no passive income, is not affected by alternative minimum tax rules, and can use 100% of the tax credits each year. It is** assumed that investors are on a cash basis. Interest accrued on investor loans is not deductible. Net income (loss) has been increased for net accrued investor loan interest in calculating tax benefit (expense).

(4) Cash distributions includes interest paid on investor loans. Capital contributions include investor loan advances and principal repayment of investor loans.

(5) Assets sold at end of year. See Calculation of Gain and Cash Proceeds At Sale for method used in calculating sale price. A capital gains tax rate of 20% is applied to the gain on sale in year 15.

(6) The after tax internal rate of return is based on the annual net after tax cash flows including sale of the projects. The internal rate of return is the percentage rate that equates the present value of an expected future series of cash flows to the initial investment.

Debt Service Coverage Ratio (DSCR)

Project with TIF DSCR: 1.459
Project without TIF DSCR: 1.09

Conclusion

Project without TIF would have a -0.31% after tax IRR and a -0.44% before tax equivalent IRR consequence.
Project without TIF would make the DSCR fall to 1.09 which is below the 1.15 minimum requirement.

EXHIBIT C

TIF ELIGIBLE EXPENSES

TIF Eligible Expenses	
Land Acquisition	$400,000
Site Grading	$400,000
Storm Sewer	$133,750
Sanitary Sewer	$250,000
Paving	$300,000
Sidewalk	$83,750
Water	$400,000
Electricity	$117,500
Architecture/Engineering	$145,600
Attorney Fees	$12,500
TIF Application Fees	$3,500
Total:	**$2,246,600**
Requesting:	**$250,000**

Note: the costs of all TIF eligible expenses are preliminary and subject to change upon final design, bides, general market conditions, and other factors.

EXHIBIT D

TIF PROJECTIONS

General Assumptions

Interest Rate	7.25%
Tax Levy	2.222882
TIF Period (years)	15

Project Valuation Assumptions

Base Value	$101,295
Final Value	$1,380,000

TIF Calculations

	Value	Taxes
Pre-Project	$101,295	$2,252
Completed	$1,380,000	$30,676
Increment	$1,278,705	$28,424

Annual TIF	$28,424
Total TIF	$426,362
Present Value	$257,343
Requested TIF	$250,000

EXHIBIT B

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Excel Development Group

CASE #: ECD-63

CITY COUNCIL HEARING DATE: April 16, 2023

REQUEST: to approve the Redevelopment Plan for Lots, 2, 4, & 5 and Outlots A, D, E & F, Cardinal Commons (Phase II) located in the Southeast ¼ of Section 22, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska

On March 28, 2024, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL of the Redevelopment Plan as presented

VOTE:

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

Planning Commission Hearing (s) was held on: March 28, 2024

15b.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 16, 2024			SUBMITTED BY: Dave Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION	✓	CURRENT BUSINESS		OTHER	

SUBJECT:

Resolution and Construction Engineering Supplemental Agreement #1, 36th Street, N-370 - Sheridan (MAPA-5061(5), CN 22276)

SYNOPSIS/BACKGROUND:

On November 17, 2020, the City of Bellevue executed an agreement with Olsson for Construction Engineering Services for the 36th Street, N-370 - Sheridan Project (MAPA-5061(5), CN 22276). Supplemental Agreement #1 provides for the additional work necessary to complete the services under this agreement. This project is an 80/20 split with the Nebraska Department of Transportation. The City's 20% share is not to exceed $4,840.00.

FISCAL IMPACT:: $4,840.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Olsson	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Construction Engineering Services Agreement - Supplement #1				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	36th St, N-370 - Sheridan, MAPA-5061(5) CN 22276				
START DATE:		END DATE:		PAYMENT DATE:	INSURANCE REQUIRED:
CIP PROJECT NAME:	South 36th Street	CIP PROJECT NUMBER:	ST24(05)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:	7010		

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Resolution and Supplement No. 1 to the Olsson agreement not to exceed $24,200.00.

ATTACHMENTS:

1.	Resolution - 2024-05	2.	Supplement No. 1	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

Agreement No.	BK2046-01
Effective (NTP) Date	3/26/2024
Supplement Amount	$24,200.00
Total Agreement Amount	SRC $2,140,500.00

SERVICES AGREEMENT
SUPPLEMENT NO. 1

CITY OF BELLEVUE
OLSSON
PROJECT NO. MAPA-5061(5)
CONTROL NO. 22276
36TH ST., N-370-SHERIDAN RD, BELLEVUE
CONSTRUCTION ENGINEERING SERVICES

THIS SUPPLEMENTAL AGREEMENT is between the City of Bellevue ("LPA") and Olsson ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on November 17, 2020, for Consultant to provide Construction Engineering services for LPA's project, and

WHEREAS, it is necessary that additional Construction Engineering services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. MAPA-5061(5) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "B" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Scope of Services, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

2.1 State issued Consultant a written Notice-to-Proceed on March 26, 2024. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by June 30, 2024.

SECTION 3. FEES AND PAYMENTS

Section 2 in Exhibit "A" of the Original Agreement is hereby amended in accordance with Exhibit "A" and as shown below.

Previous Amount*	This Supplement Amount	Amended Agreement Amount	
$ 2,034,200.81	$ 23,388.00	$2,057,588.81	For actual direct labor costs
$ 82,099.19	$ 812.00	$82,911.19	For direct expenses
$2,116,300.00	$24,200.00	$2,140,500.00	Total agreement amount

*includes all prior supplements

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to LPA, including invoices, supporting documentation, and other information are subject to disclosure by LPA under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to LPA information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that LPA does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against LPA for the disclosure of such information.

SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 6. CERTIFICATION BY LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 7. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this 8th day of April, 2024.

OLSSON
Michael C. Piernicky, P.E.

Senior Vice President

STATE OF NEBRASKA)
)ss
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 8th day of April, 2024.

GENERAL NOTARY - State of Nebraska
HANNAH VEJVODA
My Comm. Exp. March 3, 2024

Notary Public

EXECUTED by City of Bellevue, Nebraska this _____ day of _____, 20____.

CITY OF BELLEVUE
Rusty Hike

Mayor

SUBSCRIBED AND SWORN to before me this _____day of _____, 20___.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

Date

Consultant Work Order

(Local Projects)

Project No.:		Control No.:
MAPA-5061(5)		22276
Consultant: *(Name and Representative)*	Agreement No.:	Work Order No.:
Olsson	BK2064	1
LPA: *(Name and Representative)*		Constr. Change Order No.: *(If applicable)*
City of Bellevue, Matt Knight		TBD

All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.

Justification to modify agreement: *(Include scope of services, deliverables, and schedule)*

This CWO is to cover the construction engineering services for the project due to project duration extending beyond the contract timeline for final completion of September 2023. See attached scope of work for additional details. The project is anticipated to be complete by June 30, 2024.

Work Title		Summary of Fee		
SRC Contract		A. Total Direct Labor Cost	=	23,388.00
		B. Overhead (Factor * x A)	=	
		C. A + B	=	
		D. Profit/Fee (Factor ** x C)	=	
*Overhead Factor:	185.88%	E. FCCM (Factor*** x A)	=	
**Profit/Fee Factor:	12.00%	F. Direct Non-Labor Cost	=	812.00
***Facility Capital Cost of Money (FCCM):	0.70%	G. Subconsultant Services	=	
Total Fee Notes: SRC Contract		**TOTAL FEE: C + D + E + F + G**	=	**$24,200.00**
		☒ ESTIMATED TOTAL FEE:		**$24,200.00**
		☐ FINAL TOTAL FEE:		

Work Order Authorization – May be granted by email and attached to this document.

Consultant:

Name	Signature	Date
Tony Egelhoff	Tony Egelhoff	3/15/24

LPA:

Name	Signature	Date
Matt Knight	Matt Knight	3/15/2024

LPS PC *(for Preliminary Engineering)* and State Rep. *(for Construction Engineering)*:

Name	Signature	Date
Jenna Habegger	Jenna Habegger	3/15/24

LPS Unit Head Review *(for PE Phase)*:

Name	Signature	Date

LPS Manager or Construction Engineer *(Construction Phase)*:

Name	Signature	Date
Jeff Soula	Jeff Soula	3/15/24

FHWA: *(FHWA Approval on Full Oversight Projects Only)*:

Name	Signature	Date

Notice to Proceed will be granted by email by: LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date: 3/25/24

Notice to Proceed Date: 3/29/24

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

NDOT Form 250, November 18

Exhibit A
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING

for

Project Name: 36th Street, Bline To Sheridan
Project Number: MAPA-5061(5)
Control Number: 22276

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for the overall project duration extending beyond the contracted timeline for final completion in September 2023. This is to include administrative, observation, SWPPP inspection and project management efforts.

Olsson (Consultant) shall serve as agent for Bellevue, (LPA), representing the LPA in all matters related to construction engineering services for this project. The task descriptions below will follow the base CE scope of services as established in the original agreement.

D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination.
   - 1.1 The originally scoped tasks under this item for an additional **4** months to reach project completion and closeout.

2. Meetings.
   - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately **4** meetings.
   - 2.5 Assume **4** trips to the project site for meetings.

4. SWPPP Inspections/Manual Updates.
   - 4.1 Conduct **24** Inspections
   - 4.3 Assume **24** trips to the project site for SWPPP Inspections.

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.
    - 11.1 As-Built Drawings – Additional efforts associated with outstanding punch-list items and retaining wall documentation.

12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.
    - 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity) – Additional follow up items based on continued punch-list coordination and verification.

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Continued coordination on material acceptance
- Additional Sampling Checklist efforts
- Additional efforts of semi-final and final estimates

E. SCHEDULE

1. Anticipated Project Completion: 06/30/2024

SRC Billing Rates

Construction Engineering

Date: March 15, 2024

Consultant: Olsson

SRC Billing Rates Calculated based on:

Overhead:	185.88%
Profit Rate:	12.00%
FCCM (if applies):	0.70%
Salary Escalation Factor:	3.0%

Weighting*		
	Period 1:	NTP through: January 15, 2023
	Period 2:	Labor beginning: January 16, 2023
100%	Period 3:	Labor beginning: January 16, 2024
	Period 4:	Labor beginning: January 16, 2025
100%	*% of work estimated during each period	

SRC BILLING RATE per employee

New Employee Multiplier = 3.20

Employee Name	Current Rate	SRC Billing Rate Period 1	Period 2	Period 3	Period 4	% Assigned
Principal						
Mike Piernicky	$99.28	**$319.00**	**$329.00**	**$339.00**		100%
Weighted Rate For Calculating Contract Max:	**$339.00**					
Project Manager						
Marty Weander	$48.19	**$155.00**	**$160.00**	**$165.00**		100%
Ryan Amys	$62.50	**$201.00**	**$207.00**	**$213.00**		
Terry Rothanzl	$62.98	**$202.00**	**$208.00**	**$214.00**		
William "Shane" Groh	$36.40	**$117.00**	**$121.00**	**$125.00**		
Weighted Rate For Calculating Contract Max:	**$165.00**					
Engineer						
Tony Egelhoff	$78.85	**$253.00**	**$261.00**	**$269.00**		100%
Weighted Rate For Calculating Contract Max:	**$269.00**					
Designer/CAAD Tech						
Dan Hanna	$48.51	**$156.00**	**$161.00**	**$166.00**		100%
Weighted Rate For Calculating Contract Max:	**$166.00**					
Lead Inspector						
Pat Carnazzo	$36.57	**$117.00**	**$121.00**	**$125.00**		
William "Shane" Groh	$36.40	**$117.00**	**$121.00**	**$125.00**		100%
Weighted Rate For Calculating Contract Max:	**$125.00**					
Inspector 2						
Jeff Stolp	$33.65	**$108.00**	**$111.00**	**$114.00**		
Brian Brink	$33.44	**$107.00**	**$110.00**	**$113.00**		
Samantha McKee	$43.27	**$139.00**	**$143.00**	**$147.00**		50%
Peter Abrahamson	$26.01	**$83.00**	**$85.00**	**$88.00**		50%
Weighted Rate For Calculating Contract Max:	**$117.50**					
Survey Crew Chief						
Drew Peterson	$42.20	**$135.00**	**$139.00**	**$143.00**		80%
Zach Johnson	$40.00	**$128.00**	**$132.00**	**$136.00**		20%
Weighted Rate For Calculating Contract Max:	**$141.60**					
Survey Crew Assistant						
Quentin Keuck	$29.75	**$95.00**	**$98.00**	**$101.00**		50%
Nicholas Hug	$31.25	**$100.00**	**$103.00**	**$106.00**		50%
Weighted Rate For Calculating Contract Max:	**$103.50**					
Administrative						
Stacy Zablocki	$26.65	**$86.00**	**$89.00**	**$92.00**		100%
Weighted Rate For Calculating Contract Max:	**$92.00**					
Material Testing						
Sue Snyder	$25.00	**$80.00**	**$82.00**	**$84.00**		100%
Weighted Rate For Calculating Contract Max:	**$84.00**					

Consultant's Estimate of Hours — Construction Engineering

Project Name: 36th Street Bline to Sheridan
Project Number: MAPA-5061(5)
Consultant: Olsson
Control Number: 22276
Consultant PM: Marty Weander
NDOT PC: Mike Fox
Date: March 15, 2024

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	INSP 1	INS 2	INS 3	INS 4	ADM	MT	Total
1. Project Management & Coordination		**4**	**4**								**8**
1.1 Project Management		4	4								8
~~1.2 Plan and Spec review, project setup~~											
2. Meetings		**12**	**8**		**8**						**28**
~~2.1 Construction Inspection Planning Meeting~~											
~~2.2 Pre-Construction Meeting~~											
2.3 Construction Progress Meetings		8	4		4						16
~~2.4 Public Meeting (If Required)~~											
2.5 Trips to Site (Travel Time) for Meetings		4	4		4						12
~~**3. Traffic Control Plan**~~											
4. SWPPP Inspections/Manual Updates						**72**					**72**
4.1 Conduct Inspections						48					48
~~4.2 Update SWPPP Manual~~											
4.3 Trips to Site (Travel Time) for SWPPP Insepctions						24					24
~~**5. Construction Survey/Staking**~~											
~~**6. Construction Consultation/Site Manager & Daily Work Report (DWR)**~~											
~~**7. Girder Shim Surveying (Bridge Projs Only)**~~											
~~**8. Perform Bearing Calculations**~~											
~~**9. Construction Inspection**~~											
~~**10. Perform Material Sampling and Testing**~~											
11. As-Built Drawings		**2**			**4**						**6**
11.1 Prepare As-Built Drawings		2			4						6
12. Final Inspections					**2**						**2**
~~12.1 Walkthrough of Site and Preparation of Punch List~~											
12.2 Review Project to verify Punch List has been completed					2						2
13. Project Closeout		**12**			**40**						**52**
13.1 Project Closeout		12			40						52
~~**14. Other**~~											
Total Days		*3.75*	*1.5*		*6.75*	*9*					*21*
Total Hours		**30**	**12**		**54**	**72**					**168.0**

Direct Expenses — Construction Engineering

Project Name: 36th Street Bline to Sheridan
Consultant: Olsson

Project Number: MAPA-5061(5)
Control Number: 22276

Subconsultants:			Amount
		Subtotal	

Printing and Reproduction:	Qty	Unit Cost	Amount
Plan Set Half-Size		$150.000	
Special Provisions - Contract		$50.000	
		Subtotal	

Mileage/Travel:	Qty	Unit Cost	Amount
Mileage/Travel:	1050	$0.750	$787.50
Mileage/Travel Survey:		$0.75	
Final Thickness Cores		$80.00	
Compression Test - Concrete Cores		$70.00	
Settlement Plates		$1,500.00	
		Subtotal	**$787.50**

Lodging/Meals:	Qty	Unit Cost	Amount
Motel - Standard Rate $94+tax		$110.00	
Motel - Omaha/Douglas Co. $109+tax		$125.00	
Meals & Incidentals (Standard Rate)		$55.00	
Meals & Incidentals (Omaha/Douglas Co.)		$61.00	
		Subtotal	

Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Maturity Meter forTesting Concrete Strength		$200.00	
Standard Proctor		$180.00	
Modified Proctor		$240.00	
Atterburg Limits		$100.00	
P-200 Sieve Analysis		$120.00	
Wood Stakes		$1.00	
Paint		$5.00	
2' Rebar		$2.50	
Compression Test - Concrete		$19.00	
Miscellaneous Postage, Mailing, Deliveries Etc.	1	$24.50	$24.50
		Subtotal	**$24.50**
TOTAL DIRECT EXPENSES			**$812.00**

Project Cost & Breakdown

Construction Engineering

Project Name: 36th Street Bline to Sheridan
Consultant: Olsson
Consultant PM: Marty Weander
NDOT PC: Mike Fox
Date: March 15, 2024

Project Number: MAPA-5061(5)
Control Number: 22276

LABOR COSTS			
Classification	**Hours**	**2024 Rate**	**Amount**
Principal		$339.00	
Project Manager	30	$165.00	$4,950.00
Engineer	12	$269.00	$3,228.00
Designer/CAAD Tech		$166.00	
Lead Inspector	54	$125.00	$6,750.00
Inspector 2	72	$117.50	$8,460.00
Survey Crew Chief		$141.60	
Survey Crew Assistant		$103.50	
Administrative		$92.00	
Material Testing		$84.00	
	168	**Subtotal**	**$23,388.00**

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	
Mileage/Travel:	$787.50
Lodging/Meals:	
Other Miscellaneous Costs:	$24.50
Subtotal	**$812.00**

TOTAL PROJECT COSTS	Amount
Labor Costs	$23,388.00
Direct Expenses	$812.00
TOTAL COST	**$24,200.00**

LABOR COST BY MAJOR TASKS	Direct Labor			Amount
	$15,578.00			$15,578.00

DISCLAIMER APPLICABLE TO

THE SIGNING OF THE CONSTRUCTION ENGINEERING SERVICES AGREEMENT

The following is a resolution drafted by the Nebraska Department of Transportation (NDOT) that may be used by a Local Public Agency (LPA) when executing an Engineering Services Agreement for a Federal-aid transportation project. It is offered ONLY as an example resolution that could be used by the LPA with appropriate modifications, for participation in the LPA Federal-aid program, and is subject to change. The LPA is responsible for the language in its actual resolution. Any changes to any substantive commitments of this sample resolution shall be approved in advance in writing by NDOT, or such changes will be considered null and void. The LPA is ultimately responsible for all language used in its actual resolution and in making sure that the resolution is accurate and complete and meets all requirements of Federal, State and local laws, rules, regulations, policies and guidelines, and the NDOT LPA Guidelines Manual for Federal-aid Projects.

RESOLUTION

SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT – BK2064

SUPPLEMENT NO. 1

City of Bellevue

Resolution No. 2024-05

Whereas: City of Bellevue is developing a transportation project for which it intends to obtain Federal funds; and

Whereas: City of Bellevue as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Bellevue and Olsson wish to enter into a Supplemental Agreement to provide additional Construction Engineering Services for the Federal-aid project.

Be It Resolved: by the City Council of Bellevue that:

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Construction Engineering Services Supplement agreement between the City of Bellevue, Nebraska and Olsson.

NDOT Project Number: MAPA-5061(5)

NDOT Control Number: 22276

NDOT Project Description: 36th St., N-370-Sheridan Rd., Bellevue

Adopted this _____ day of _____, 20____ at _____Nebraska.
(Month)

The City Council of City of Bellevue, Nebraska

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
Signature City Clerk

Exhibit "B"

15c.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 16, 2024			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION	✓	CURRENT BUSINESS		OTHER	

SUBJECT:

Resolution adopting policies for entering into Design-Build or Construction Manager at Risk Contracts

SYNOPSIS/BACKGROUND:

The Nebraska Political Subdivisions Construction Alternatives Act ("Act") authorizes Cities to select Design-Build or Construction Manager at Risk for contract deliver as an alternative to the tradition Design, Bid, Build delivery method, pursuant to a Resolution duly adopted by the City. The Act also requires the City adopt policies for entering into Design-Build and Construction Manager at Risk

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

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 Resolution, and adopt Policies, for applying Design-Build and Construction Manager at Risk Contract Delivery Systems on City Projects as allowed by the ACT

ATTACHMENTS:

1. Res No 2024-06	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

RESOLUTION NO. 2024-06

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA ADOPTING POLICIES FOR ENTERING INTO DESIGN-BUILD OR CONSTRUCTION MANAGEMENT AT RISK CONTRACTS PURSUANT TO THE NEBRASKA POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT.

WHEREAS, in lieu of awarding contracts through the traditional design-bid-build process, the City of Bellevue finds and determines that alternative constructions delivery methods are in the best interest of the City for certain projects by reducing time requirements and achieving costs savings; and,

WHEREAS, the Nebraska Political Subdivisions Construction Alternatives Act ("Act"), Neb. Rev. Stat. §§ 13-1901 to 13-2914, authorizes a political subdivision to select the design-build or construction management at risk contract delivery system pursuant to a resolution duly adopted by the political subdivision; and

WHEREAS, the Act requires the adoption of policies for entering into a design-build contract or construction management at risk contract prior to procurement of such contract.

NOW, THEREFORE, BE IT RESOLVED, that the policies attached hereto as Exhibit "A" and incorporated herein, which are policies for entering into a design-build contract or construction management at risk contract, are hereby approved.

ADOPTED this ____ day of April 2024.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

CITY OF BELLEUVE POLICIES FOR ENTERING INTO DESIGN-BUILD OR CONSTRUCTION MANAGEMENT AT RISK CONTRACTS

CITY OF BELLEUVE

POLICIES FOR ENTERING INTO DESIGN-BUILD OR CONSTRUCTION MANAGEMENT AT RISK CONTRACTS

Section 1. PURPOSE

The purpose of this document is to establish policies for entering into a design-build ("DB") contract or a construction management at risk ("CMAR") contract for selected construction projects undertaken by the City of Bellevue ("City") pursuant to the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §13-2901 through §13-2914 ("Act"). The Act authorizes DB and CMAR as alternative project delivery models for political subdivisions and may be used in lieu of the traditional "Design-Bid-Build" delivery model.

The policies provide for a qualifications-based selection of a design-builder or construction manager to furnish pre-construction and construction-related services for both the design and construction phases of a project.

Section 2. POLICY

Based on the project scope, budget, construction difficulty and schedule, staff of the Public Works Department will, where appropriate, evaluate projects and recommend to the Public Works Director or his/her designee the recommended delivery model for each project. The Public Works Director or his/her designee will then determine whether to recommend use of the DB or CMAR delivery model to the City Council for each project. If the City Council selects the DB or CMAR delivery for a project, the procedures set forth in these Policies will be used for entering into a DB or CMAR contract.

Section 3. DESIGN-BUILD CONRACTS

A. Prior to issuing a request for proposals ("RFP") for a DB project, City staff will solicit letters of interest from qualified design-builders. City staff will prepare a request for letters of interest describing the project in sufficient detail to permit a design-builder to submit a letter of interest and the deadlines and procedures for submitting the same. The request for letters of interest will be advertised in a newspaper having general circulation within the boundaries of the City at least thirty (30) days prior to the date for receipt and opening of letters of interest. Requests for letters of interest may also be: (1) sent directly to design-builders known to City staff to be interested in submitting proposals; (2) posted on the City's website; or (3) provided to other trade publications and construction clearinghouses as City staff determines. Upon request, City staff will send, by first-class mail, requests for letters of interest to any design-builder.

B. City staff will evaluate responses to the request for letters of interest for compliance with the solicitation document requirements. City staff will reject incomplete or noncompliant letters of interest, and will forward any remaining letters of interest to the selection committee referenced in Section 5 of this document ("Selection Committee"). The Selection Committee will review letters of interest and select at least three (3) design-builders that will be eligible to submit responses to the associated RFP issued by the City.

C. To meet project delivery costs and timelines, the pre-qualification procedures and the RFP solicitation procedures may be combined in a single solicitation. If letters of interest are submitted simultaneously with the RFP response, the Selection Committee will first evaluate the letters of interest, and if the design-builder meets the pre-qualification requirements, its RFP response will be ranked as provided in Section 5 this document.

Section 4. CONSTRUCTION MANAGEMENT AT RISK CONTRACTS

A. CMAR project delivery shall not require pre-qualification of construction managers.

B. City staff will prepare RFP documents and solicit responses for each CMAR project as provided in Section 5 of this document.

Section 5. RFP SOLICIATIONS

A. For each project, City staff will prepare RFP documents for the solicitation of responses. The content of the RFP documents will comply with the requirements of the Act and other applicable laws. The RFP will include at least the information listed in subsections A.1. through A.10. of this Section 5. These minimum requirements for RFP documents are not a limitation of the information that can be included in an RFP, and the City may include any other information that it deems relevant to the RFP solicitation.

1. The identity of the City as the political subdivision for which the project will be built, the political subdivision soliciting the RFP, and the contracting party executing the selected contract.

2. The City of Bellevue Policies for Entering into a Design-Build or Construction Management at Risk Contracts in effect at the time the RFP is issued.

3. The proposed terms and conditions of the contract, including any terms and conditions that are subject to further negotiation.

4. General information about the project that will assist the City in its selection of the construction manager, including a project statement that contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget.

5. Project performance criteria.

6. Budget parameters for the project.

7. Any bonds and insurance required by law or as may be additionally required by the City.

8. The criteria for evaluation of the proposals and the relative weight of each criterion if any of the selection criteria stated in this document is not utilized.

9. Any other information the City wants to include in the RFP.

10. For solicitation of design-builders, the RFP shall also include a requirement that the design-builder provide a written statement of the design-builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction, but shall not include price proposals, and a requirement that the design-builder agree to the following conditions:

    a. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering that involve architectural or engineering services;

    b. At the time of the design-build offering, the design-builder will furnish to the City Council a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;

    c. The architect or engineer engaged by the design-builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the design-builder prior to the completion of the project without the written consent of the City Council;

    d. A design-builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (1) comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering, and (2) submit proof of sufficient professional liability insurance; and

    e. The rendering of architectural or engineering services by a licensed architect or engineer employed by the design-builder will conform to the Engineers and Architects Regulation Act and rules and regulations adopted under the Act.

B. RFP documents will be published in a newspaper of general circulation within City boundaries at least thirty (30) days prior to the deadline for receiving and opening proposals. The RFP documents may also be: (1) sent directly to parties known by City staff to be

interested in submitting proposals; (2) posted on the City's website; or (3) provided to other trade publications and construction clearinghouses as City staff determines. For solicitation of design-builders, the RFP will only be sent to the pre-qualified design-builders.

C. Immediately following the deadline for receipt of responses, City staff will open responses to the RFP solicitation received by that deadline. City staff will return unopened all responses received after the deadline. If a response is received but is not eligible or pre-qualified, City staff will return and will not consider the response, unless the City is conducting the pre-qualification procedures and the RFP solicitation procedures simultaneously as provided in Section 3 of this document.

D. City staff will then refer RFP responses to the Selection Committee, which shall consist of at least five (5) persons designated by the City. Members of the Selection Committee shall include the following categories:

1. One (1) or more members of the current City Council;

2. One (1) or more members of the Mayor's Office or City staff members;

3. The performance-criteria developer when evaluating proposals from design-builders or the City's architect or engineer when evaluating proposals from construction managers;

4. Any person having special expertise relevant to selection of a design-builder or construction manager; and

5. A resident of the City other than an individual included in subsections 5.D.1. through 5.D.4. of this document.

All members of the Selection Committee must be qualified to service on the Selection Committee under the requirements of the Act. A member designated under the categories listed in subsections 5.D.4. and 5.D.5. above shall not be employed or have a financial or other interest in a design-builder or construction manager who has a proposal being evaluated and shall not be employed by the City. The composition of the Selection Committee may be changed from project to project to avoid conflicts of interest and to assure that City Councilmembers, City staff, and Selection Committee members are sufficiently familiar with the needs of the project to be constructed.

The City Council President will designate the Councilmembers serving on the Selection Committee. The City Council President may remove or replace any Councilmember serving on the Selection Committee and may add more Councilmembers to the Selection Committee so long as no more than three (3) Councilmembers are serving on the Selection Committee at any time. The Mayor or his/her designee will designate the City staff member(s) and the other non-City Council Selection Committee members. At any time, the Mayor or his/her

designee may remove or replace any non-City Council Selection Committee members and may add more non-City Council members to the Selection Committee as needed.

E. The Selection Committee shall meet, evaluate, and rank all proposals using the following rating criteria and weighting:

1. The financial resources of the design-builder or construction manager to complete the project – five percent (5%).

2. The ability of the proposed personnel of the design-builder or construction manager to properly perform the work required – 20 percent (20%).

3. The character, integrity, reputation, judgment, experience and efficiency of the design-builder or construction manager – twenty percent (20%).

4. The quality of the performance of the design-builder or construction manager on previous projects, particularly projects similar in type and size – twenty percent (20%).

5. The ability of the design-builder or construction manager to perform the work within the time specified – twenty percent (20%).

6. The previous and existing compliance of the design-builder or construction manager with laws relating to the contract – ten percent (10%).

7. Any other information bearing upon the selection, including but not limited to: the design-builder's or construction manager's ideas and recommendations for carrying out the project and their safety record and safety programs – five percent (5%).

F. The Selection Committee shall then communicate its final ranking to the Public Works Director.

G. The results of the Selection Committee in evaluating and ranking the design-builder or construction manager shall be retained in accordance with the City's record retention policies and shall be considered public records.

Section 6. CONTRACT NEGOTIATION AND APPROVAL

A. Upon receipt of the final rankings, the Public Works Director or his/her deisgnee may attempt to negotiate an agreement with the highest ranked design-builder or construction manager, with the assistance of the City Legal Department if necessary, using the contract that was included in the RFP documents. If those negotiations are unsuccessful, the City may then

negotiate with the next highest ranked design-builder or construction manager. The City will continue to negotiate with design-builders or construction managers in order of ranking until it can reach an agreement or it abandons the DB or CMAR project delivery method.

B. The City may require in the agreement that the design-builder or construction manager use competitive bidding procedures to select subcontractors in the same or similar manner as the City. The City may also require in the agreement that the design-builder or construction manager use a pre-qualification process in the selection of subcontractors. The City may state in the agreement a minimum or maximum percentage of the project to be performed by the design-builder or construction manager.

C. Upon completion of negotiation of an agreement with the design-builder or construction manager, the completed agreement will be presented to the City Council for review and approval as required by law. If the City Council declines to approve the agreement, City staff may attempt to renegotiate the agreement or may elect to abandon the DB or CMAR project delivery method.

D. Upon the submission by the selected design-builder or construction manager of a guaranteed maximum price proposal, an amendment to the DB or CMAR contract agreement will be prepared and submitted to the City Council for approval.

Section 7. PROTESTS

A. A design-builder or construction manager may file a protest with the Public Works Director if the design-builder or construction manager: (1) submits a letter of interest and is not placed on the pre-qualified list of design-builders or construction managers or is otherwise not allowed to submit a response to an RFP; (2) submits a response to an RFP and disagrees with the ranking of the Selection Committee; (3) has a letter of interest or an RFP response returned unopened or rejected as non-compliant; or (4) has been unable to successfully negotiate a DB or CMAR agreement with the City.

B. Such protest shall be in writing, addressed to the Public Works Director, and filed in the Public Works Department within seven (7) calendar days after the notification from the City to the design-builder or construction manager of the particular action being protested. Protests may be hand-delivered during regular City business hours, sent by nationally recognized air courier providing proof of delivery or by certified U.S. mail, return receipt requested, and must be actually received by the director within the seven (7) day period. The Public Works Director will not consider protests in any other form, including but not limited to electronic mail, facsimile, or verbal protests, nor will it consider protests delivered after the seven (7) day period. Risk of non-delivery shall be with the design-builder or construction manager filing the protest.

C. The protest must contain at least the following information: (1) the name and address of the protesting design-builder or construction manager; (2) the name, phone number and email address of the point of contact for the design-builder or construction manager; (3) the action of the City being protested; (4) the reasons for the protest; (5) a statement of the protestor's suggested remedy if the protest is upheld; and, (6) copies of any documents that the protestor believes are relevant to the action protested.

D. The Public Works Director shall consider the protest and notify the protestor in writing of his/her decision regarding the project. In reviewing the protest, the Public Works Director may consider any evidence the director believes is relevant to the decision and may interview any person, including a representative of the protesting design-builder or construction manager, whom the director believes is necessary to make the decision. Notification of the decision shall be sent to the protesting design-builder or construction manager at least five (5) calendar days prior to any action by the City Council to approve a DB or CMAR agreement for the project being protested.

E. Any protesting design-builder or construction manager not satisfied with the decision of the director may further appeal to the City Council. Such appeal shall be filed with the City Clerk within ten (10) days after the decision of the Public Works Director, and shall heard by the City Council. The City Council, upon hearing the protest, shall take such action on the protest as it deems appropriate.

*16a.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 4/16/24			SUBMITTED BY: Finance/CDBG		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve the 2023 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 2023 Action Plan approved by the City Council on July 18, 2023, 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: 2023 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 04/16/2024 CONTRACT TERM: 1 year CONTRACT END DATE: 04/15/2024

PROJECT NAME: HFH Home Repair Program

START DATE: 04/16/2024 END DATE: 04/15/2024 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192402 ACCOUNT NUMBER: 60/1903/192402/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Habitat for Humanity of Sarpy County.

ATTACHMENTS:

1. 2023 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 SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-23-MC-31-0003

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 20__, by and between the subrecipient HABITAT FOR HUMANITY OF 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-23-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 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 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $50,000.00 from the B-23-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:

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   a. Program Delivery. Funding will be provided for rehabilitation of single-family residential housing units as outlined in the 2023 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.

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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.

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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.

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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.

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    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.

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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).

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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 Sarpy County
   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 Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska

Ken Mar, Area Director
Habitat for Humanity of 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 DOUGLAS)

The above and foregoing instrument was acknowledged before me this 18 day of March, 2024 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

*16b.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 4/16/24		SUBMITTED BY: Finance/CDBG
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☑	OTHER ☐

SUBJECT:

Approve the 2023 CDBG Subrecipient Agreement with Bellevue Junior Sports Association for the Participation Assistance Program in an amount not to exceed $6,000.00.

SYNOPSIS/BACKGROUND:

As part of the 2023 Action Plan approved by the City Council on July 18, 2023, Bellevue Junior Sports Assocation (BJSA) was approved for funding in an amount not to exceed $6,000.00 for the Sports Participation Assistance Program which provides scholarships to low- and moderate-income families from Bellevue. BJSA 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:: $6,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Bellevue Junior Sports Association INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2023 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 04/16/2024 CONTRACT TERM: 1 year CONTRACT END DATE: 04/15/2024

PROJECT NAME: BJSA Sports Participation Program

START DATE: 04/16/2024 END DATE: 04/15/2024 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192403 ACCOUNT NUMBER: 60/1903/192403/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Habitat for Humanity of Sarpy County.

ATTACHMENTS:

1. 2023 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 JUNIOR SPORTS ASSOCATION
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-23-MC-31-0003

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 20__, by and between the subrecipient BELLEVUE JUNIOR SPORTS ASSOCATION 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-23-MC-31-0003 HUD contract in the amount of $6,000.00 for the Sports Participation Assistance 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 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $6,000.00 from the B-21-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing sports participation assistance program by offering scholarships to low- and moderate-income youth and children 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 this participation assistance program including, but not limited to, the registration and participation fees required by specific sports clinics and programs as outlined in the 2023 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
        i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance 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 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 40 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 $6,000.00. 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 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: President, Board of Directors
      Bellevue Junior Sports Association
      1001 High School 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

Phyllis Thrower, President
Bellevue Junior Sports Association

Rich Severson, Finance Director
City of Bellevue, Nebraska

Matt Goetz, Program Director
Bellevue Junior Sports Association

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: 10/10/27

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 21 day of March, 2024 by Phyllis Thrower, President, Bellevue Junior Sports Association, on behalf of the organization.

My Commission Expires:
10/10/27

LISA M. RYBAR
GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
Commission Expires
October 10, 2027

_____
NOTARY PUBLIC

*16c.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 4/16/24			SUBMITTED BY: Finance/CDBG		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve the 2023 CDBG Subrecipient Agreement with Lift Up Sarpy County for the Bellevue Community Assistance Program in an amount not to exceed $47,643.00.

SYNOPSIS/BACKGROUND:

As part of the 2023 Action Plan approved by the City Council on July 18, 2023, Lift Up Sarpy County (LUS) was approved for funding in an amount not to exceed $47,643.00 for the Belleuve Community Assistance for Vulnerable Adults and Elderly Programs which will provide assistance for low- and moderate-income households to assist with the car match program, financial planning classes, and childcare assistance. LUS 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:: $47,643.00 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: 2023 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 04/16/2024 CONTRACT TERM: 1 year CONTRACT END DATE: 04/15/2024

PROJECT NAME: LUS Community Assistance Program

START DATE: 04/16/2024 END DATE: 04/15/2024 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192404 ACCOUNT NUMBER: 60/1903/192404/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Lift Up Sarpy County.

ATTACHMENTS:

1. 2023 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-23-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, under the 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-23-MC-31-0003 HUD contract in the amount of $47,643.00 for the Bellevue Community Assistance for Family Needs 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, the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $47,643.00 from the B-23-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of assisting with the Bellevue Community Response for Family Needs program which includes the Car Match, childcare, and financial education class programs to assist a low- and moderate-income households and administration 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. To provide program assistance including, but not limited to, the maintenance and repair of vehicles to maintain employment and school, childcare assistance, and financial education classes as outlined in the 2023 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
        i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance 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 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 40 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 $47,643.00 from the B-23-MC-31-0003 funding agreements. 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), formerly known as the DUNS number, registered in the System for Award Management (SAM) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
    a. 1st Quarter: October – December,
    b. 2nd Quarter: January – March,
    c. 3rd Quarter: April – June, and
    d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided 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 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, Board of Directors
Lift Up Sarpy County
119 West Mission Ave
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 ____ day of _____, 20__, by Angie Lauritsen, President, Lift Up Sarpy County, on behalf of the organization.

My Commission Expires:

_____

_____
NOTARY PUBLIC

*16d.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 4-16-24			SUBMITTED BY: Capt. Tim Melvin		
AGENDA ITEM:		CONSENT AGENDA	✓	SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

MOU with FBI Omaha Child Exploitation and Human Trafficking Task Force

SYNOPSIS/BACKGROUND:

The Bellevue Police Department has (2) detectives that will be assigned to the FBI Omaha Child Exploitation and Human Trafficking Task Force. The MOU outlines the mission, purpose, and supervision of the task force officers. The FBI will be reimbursing the city for all overtime on task force work and will be providing (2) vehicles for the detectives to use daily.

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 NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Authorize Chief Clary to sign the MOU

ATTACHMENTS:

1. FBI/BPD MOU	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

FEDERAL BUREAU OF INVESTIGATION
OMAHA CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **Bellevue Police Department** (participating agency) (collectively: the parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the Omaha Child Exploitation and Human Trafficking Task Force (CEHTTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation). This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the Child Exploitation and Human Trafficking Task Force (CEHTTF) is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children, other crimes against children, and human trafficking within the FBI's jurisdiction; to identify and recover victims of child exploitation and human trafficking; to reduce the vulnerability of children and adults to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

5. The defined priority threats that are aligned with the mission of the CEHTTFs are:

   a. **Child Abductions (Non-Ransom and Ransom)**
   b. **Production/Manufacturing of Child Sexual Abuse Material**

c. **Sextortion**
d. **Electronic Groups/Organizations/Enterprises for Profit**
e. **Travelers/Enticement**
f. **Traders/Distributors of Child Sexual Abuse Material**
g. **Interstate Transportation of a Minor with Intent that Minor Engage in Any Illegal Sexual Activity**
h. **Human Trafficking**
i. **Child Sex Trafficking**
j. **Adult Sex Trafficking**
k. **Forced Labor**
l. **Domestic Servitude**
m. **International Parental Kidnapping**
n. **Possessors of Child Sexual Abuse Material**
o. **Child Sex Tourism**
p. **Unlawful Flight to Avoid Prosecution – Parental Kidnapping**
q. **All other Crimes Against Children and Human Trafficking matters within the FBI's jurisdiction**

SUPERVISION AND CONTROL

A. Supervision

6. Overall management of the CEHTTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.

7. The Special Agent in Charge (SAC) of the FBI Omaha Field Office shall designate one Supervisory Special Agent (CEHTTF Supervisor) to supervise the CEHTTF. The CEHTTF Supervisor may designate a Special Agent to serve as the CEHTTF Coordinator.

8. Conduct undertaken outside the scope of an individual's CEHTTF duties and assignments under this MOU shall not fall within the oversight responsibility of the CEHTTF Supervisor or CEHTTF Coordinator. As stated in paragraph 77, below, neither the United States nor the FBI shall be responsible for such conduct.

9. CEHTTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the CEHTTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.

10. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.

11. All CEHTTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Operations Investigative Guidelines (DIOG).

12. CEHTTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.

13. Continued assignment of personnel to the CEHTTF will be based on performance and at the discretion of appropriate management. The FBI SAC and CEHTTF Supervisor will also retain discretion to remove any individual from the CEHTTF.

B. Case Assignments

14. The FBI CEHTTF Supervisor will be responsible for opening, monitoring, directing, and closing CEHTTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

15. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the CEHTTF Supervisor.

16. For FBI administrative purposes, CEHTTF cases will be entered into the relevant FBI computer system.

17. CEHTTF personnel will have equal responsibility for each case assigned. CEHTTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

18. The head of each participating agency shall determine the resources to be dedicated by that agency to the CEHTTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept apprised of investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

19. It is agreed that matters designated to be handled by the CEHTTF will not knowingly be subject to non-CEHTTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the CEHTTF's existence and areas of concern.

20. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to CEHTTF investigations or areas of concern as described in paragraphs 4 and 5. All law enforcement actions will be coordinated and cooperatively carried out.

21. CEHTTF investigative leads outside of the geographic areas of responsibility for the FBI will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

22. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-CEHTTF personnel will be limited to those situations where it is essential to the effective performance of the CEHTTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.

23. Non-FBI CEHTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the CEHTTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

24. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

25. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of CEHTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

26. Operation, documentation, and payment of any CHS opened and operated in furtherance of a CEHTTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI CEHTTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of CEHTTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

27. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by CEHTTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.

28. CEHTTF reports prepared in cases assigned to CEHTTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.

29. Records and reports generated in CEHTTF cases which are opened and assigned by the CEHTTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for CEHTTF.

30. CEHTTF investigative records maintained at the Omaha Field Office of the FBI will be available to all CEHTTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative, and/or policy restrictions.

31. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the CEHTTF investigations will be maintained by the FBI. The FBI's rules

and policies governing the submission, retrieval, and chain of custody will be adhered to by CEHTTF personnel.

32. All CEHTTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to CEHTTF Supervisor approval.

33. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

34. Records or reports created or obtained by the CEHTTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the CEHTTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Bellevue Police Department receives a request pursuant to Nebraska's public records statute, Neb. Rev. Stat. § 84-712, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose CEHTTF records, the Bellevue Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

35. No information possessed by the FBI, to include information derived from informal communications between CEHTTF personnel and FBI employees not assigned to the CEHTTF, may be disseminated by CEHTTF personnel to non-CEHTTF personnel without the approval of the CEHTTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, CEHTTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

36. The Parties acknowledge that this MOU may provide CEHTTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by CEHTTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

37. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

38. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

39. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

40. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

41. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

42. CEHTTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

43. A determination will be made on a case-by-case basis whether the prosecution of CEHTTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the CEHTTF.

44. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a CEHTTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

45. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic

surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

47. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

48. All CEHTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the United States Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES[1]

49. The parent agency of each individual assigned to the CEHTTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.

50. The parent agency of each individual assigned to the CEHTTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.[2]

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

51. CEHTTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

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1 Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

2 Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal," "non-lethal," "non-deadly," and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

DEPUTATIONS

52. Local and state law enforcement personnel designated to the CEHTTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 authority (via the United States Marshals) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). These deputation(s) should remain in effect throughout the tenure of each investigator's assignment to the CEHTTF or until the termination of the CEHTTF, whichever comes first.

53. Deputized CEHTTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

54. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the CEHTTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the CEHTTF to be deputized while assigned to the CEHTTF. The FBI will secure the required authorization for deputations, as needed.

55. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the CEHTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

56. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official CEHTTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency CEHTTF personnel will require the execution of a separate Vehicle Use Agreement.

57. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to CEHTTF business.

58. Neither the FBI nor the United States shall be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by [task force personnel] while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the CEHTTF.

59. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by [task force personnel] which is outside the scope of their official duties and assignments.

SALARY/OVERTIME COMPENSATION

60. The FBI and each participating agency remain responsible for all personnel costs for their CEHTTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 61 below.

61. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal CEHTTF personnel assigned full-time to CEHTTF, provided overtime expenses were incurred as a result of CEHTTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to CEHTTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

62. Property utilized by the CEHTTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the CEHTTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by CEHTTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of CEHTTF, will be the financial responsibility of the agency supplying said property.

FUNDING

63. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

64. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with CEHTTF operations.

65. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to CEHTTF investigations may be equitably shared with the agencies participating in the CEHTTF.

DISPUTE RESOLUTION

66. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the CEHTTF's objectives.

67. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

68. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

69. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO CEHTTF AND SECURITY CLEARANCES

70. If a participating agency candidate for the CEHTTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

71. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the CEHTTF, the participating agency will be so advised and a request will be made for another candidate.

72. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

73. Before receiving unescorted access to FBI space identified as an open storage facility, CEHTTF personnel will be required to obtain and maintain a "Top Secret" security clearance. CEHTTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

74. Upon departure from the CEHTTF, each individual whose assignment to the CEHTTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

75. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CEHTTF.

76. Each party agrees to notify the other in the event of receipt of a civil claim arising from the conduct of personnel assigned to the CEHTTF or otherwise relating to the CEHTTF.

Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct involving the performance of CEHTTF duties by CEHTTF personnel. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CEHTTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

77. COMMON LAW TORT CLAIMS
    - A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
    - B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
    - C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(I), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
    - D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3).".

78. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the CEHTTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Omaha Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ

representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any CEHTTF personnel.

79. Liability for any conduct by CEHTTF personnel undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the CEHTTF shall not be the responsibility of the FBI or the United States.

DURATION

80. The term of this MOU is for the duration of the CEHTTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

81. Any participating agency may withdraw from the CEHTTF at any time by written notification to the CEHTTF Supervisor with designated oversight for investigative and personnel matters or program manager of the CEHTTF at least 30 days prior to withdrawal.

82. Upon termination of this MOU, all equipment provided to the CEHTTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any CEHTTF participation.

MODIFICATIONS

83. This agreement may be modified at any time by written consent of all involved agencies.

84. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

_____ _____
Special Agent in Charge Date
Federal Bureau of Investigation

_____ _____
Chief/Sheriff Date
Law Enforcement Agency

*16e.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 16, 2024			SUBMITTED BY: Chief Ken Clary		
AGENDA ITEM:		CONSENT AGENDA	✓	SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS		OTHER	✓

SUBJECT:

FY23 City of Bellevue, NE Microgrant

SYNOPSIS/BACKGROUND:

Approve the contract agreement between the Bellevue, Nebraska Police Department (BNPD) and New York University (NYU). The Bellevue Police Department will use FY23 Microgrant funds to implement the SAJE Policing Assessment tool through a subcontract with the NYU Policing Project.

FISCAL IMPACT:: None BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: 10/01/2023 CONTRACT TERM: One-year CONTRACT END DATE: 09/30/2024

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 DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the contract agreement between the Bellevue, Nebraska Police Department (BNPD) and New York University (NYU).

ATTACHMENTS:

1. Reimbursement Standard	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 9/2023

FDP Cost Reimbursement Subaward

Federal Awarding Agency: Other [Type in Agency] | United States Department of Justice

Pass-Through Entity (PTE):	**Subrecipient:**
Bellevue Nebraska Police Department	New York University
PTE PI: Chief Ken Clary	Sub PI: Barry Friedman
PTE Federal Award No: 15JCOPS-23-GG-02005-PPSE	Subaward No: GRANT13871256

Project Title: SAJE Policing Assessment Bellevue, NE Pilot Project

Subaward Budget Period: Start: 10/01/2023 End: 09/30/2024	Amount Funded This Action (USD): $ 75,000.00
Estimated Period of Performance: Start: 10/01/2023 End: 09/30/2024	Incrementally Estimated Total (USD): $ 75,000.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.

3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.

4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.

5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.

6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.

7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.

8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable

10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:	By an Authorized Official of the Subrecipient:
_____ Date	Morgan McNamara 04/03/2024 Date
Name:	Name: Morgan McNamara
Title:	Title: Contract Analyst

Attachment 1
Certifications and Assurances

Subaward Number:
GRANT13871256

Certification Regarding Lobbying (2 CFR 200.450)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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 31 U.S.C. 1352. 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.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)
By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records
Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)
Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

Use of Name
Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment
Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2
Federal Award Terms and Conditions

Subaward Number: GRANT13871256

Required Data Elements

The data elements required by Uniform Guidance are incorporated in the attached Federal Award.

Awarding Agency Institute (If Applicable): United States Department of Justice

Federal Award Issue Date	FAIN	Assistance Listing No.
11/02/32	15JCOPS-23-GG-02005-PPSE	16.710

Assistance Listing Program Title (ALPT): Public Safety Partnership and Community Policing Grants

Key Personnel Per NOA:

This Subaward Is:

■ Research & Development ■ Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
   https://www.justice.gov/grants
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
   https://www.justice.gov/grants
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
   https://cops.usdoj.gov/grants except for the following:
   a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
   b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
   c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
   d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
   e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:
Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:
Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:
Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):
Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: United States Department of Justice

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☐ No Human or Vertebrate Animals

IRB Upon Request

☒ Human Subjects

☐ Vertebrate Animals

The PTE requires verification of IRB and/or IACUC approval be sent to the *Administrative Contact* *as required above:*

Subrecipient agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Subaward shall be reviewed and approved by the appropriate Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable and that it will maintain current and duly approved research protocols for all periods of the Subaward involving human and/or vertebrate animal research. Subrecipient certifies that the appropriate IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The Subrecipient certifies that any submitted IRB / IACUC approval represents a valid, approved protocol that is entirely consistent with the Project associated with this Subaward. In no event shall Subrecipient invoice or be reimbursed for any human or vertebrate animals related expenses incurred in a period where any applicable IRB / IACUC approval is not properly in place.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms

Restriction - Lack of IRB Approval: Subrecipient cannot engage in any human subjects activities unless and until IRB approval is obtained. Work with human subjects, including recruitment, may only be conducted under this protocol or grant after Subrecipient has notified BNPD that IRB approval has been obtained and Subrecipient has provided such approval documentation to BNPD's Administrative Contact as designated in Attachment 3A of this Agreement.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number: GRANT13871256

PTE Information

Entity Name: Bellevue Nebraska Police Department

Legal Address: 1500 Wall Street
Bellevue, NE 68005-3675

Website: www.bellevue.net

PTE Contacts

Central Email: NA

Principal Investigator Name: Chief Ken Clary

Email: ken.clary@bellevue.net Telephone Number: 515-249-6368

Administrative Contact Name: Karen Eidenmiller

Email: karen.eidenmiller@bellevue.net Telephone Number: 402-293-3172

COI Contact email (if different to above): NA

Financial Contact Name: Richard Severson

Email: rich.severson@bellevue.net Telephone Number: 402-293-3088

Email invoices? (●) Yes ( ) No Invoice email (if different): karen.eidenmiller@bellevue.net

Authorized Official Name: Mayor Rusty Hike

Email: rusty.hike@bellevue.net Telephone Number: 402-293-3000

PI Address:

1500 Wall Street
Bellevue, NE 68005-3675

Administrative Address:

1510 Wall Street
Bellevue, NE 68005-3675

Invoice Address:

1510 Wall Street
Bellevue, NE 68005-3675

Attachment 3B

Research Subaward Agreement

Subrecipient Contacts

Subaward Number: GRANT13871256

Subrecipient Information for FFATA reporting

Entity's UEI/DUNS Name: New York University

EIN No.: 13-5562308 Institution Type: Private Institution of Higher Education

UEI / DUNS: NX9PXMKW5KW8 Currently registered in SAM.gov: (•) Yes ( ) No

Parent UEI / DUNS: Exempt from reporting executive compensation (•) Yes ( ) No *(if no, complete 3B pg2)*

Place of Performance Information for FFATA reporting

Physical Address, City, State (if U.S.) and Country:

40 Washington Square South, Room 308, New York, NY 10003 USA

***U.S. Entities only** (insert information for Place of Performance):*

Congressional District: 01 Zip Code+4: 68005-3675 Zip Code Look-up

Subrecipient Contacts

Central Email: osp.agency@nyu.edu

Website: https://www.nyu.edu/research/resources-and-support-offices/sponsored-programs.html

Principal Investigator Name: Barry Friedman

Email: barry.friedman@nyu.edu Telephone Number: 212-998-6293

Administrative Contact Name: Laura Vert

Email: lav231@mercury.law.nyu.edu Telephone Number: 212-998-6413

Financial Contact Name: Meidy Candia-Leyva

Email: cdv.spa@nyu.edu Telephone Number: 212-998-2832

Invoice Email: nyuinvoices@nyu.edu

Authorized Official Name: Morgan McNamara

Email: osp.agency@nyu.edu Telephone Number: 212-998-2121

Legal Address:

70 Washington Square South
New York, NY 10003

Administrative Address:

Office of Sponsored Programs
665 Broadway, Suite 801
New York, NY 10012

Payment Address:

New York University
Sponsored Programs Administration
P.O. Box 5166
New York, NY 10087

Attachment 3B-2

Highest Compensated Officers

Subaward Number: GRANT13871256

Subrecipient:

Institution Name: New York University

PI Name: Barry Friedman

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number: GRANT13871256

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

☐ Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of of the end of the month.

☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact.

■ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

■ A Final technical/progress report will be submitted to the PTE's Administrative Contact within 60 days of the end of the Project Period or after termination of this award, whichever comes first.

■ Technical/progress reports on the project as may be required by PTE's Administrative Contact in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:
Carryover is automatic

Other Reports:

■ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Administrative Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required: Upon Request

☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Subaward Number: GRANT13871256

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

○ Below ◉ Attached, 1 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied	61 %	**Cost Sharing**	No
Rate Type: Modified Total Direct Costs		If Yes, include Amount: $	

Budget Details

○ Below ◉ Attached, 3 pages

Budget Totals

Direct Costs	$ 46,584.00
Indirect Costs	$ 28,416.00
Total Costs	$ 75,000.00

All amounts are in United States Dollars

SAJE Policing Assessment Bellevue, NE Pilot Project
COPS Microgrant Proposal

Sub-Award to New York University, Policing Project

Scope of Work

The SAJE Policing Assessment is a comprehensive tool used to define and measure the characteristics of a sound, accountable, just, and effective policing agency. This much-needed resource helps police leaders and agencies, municipal leaders, and the communities they serve understand agency performance across a host of critical metrics. A rigorous pilot process is necessary to ensure the assessment is calibrated appropriately for agencies of varying size and capacity in different regions of the country. The *SAJE Policing Assessment Bellevue, NE Pilot Project* will provide the Bellevue PD with the necessary resources to complete the SAJE Assessment and serve as a pilot site. The project will also provide assessment, training, and technical assistance from the NYU Policing Project team.

The Bellevue Police Department is the primary applicant and will subcontract with the NYU Policing Project.

Subcontract Value: $75,000

The following is a description of the responsibilities assumed by the Policing Project:

1. Attend local meetings with Bellevue PD and other stakeholders to introduce the SAJE tool, answer questions, and initiate the assessment process.
2. Train the Bellevue Department representatives on evidence collection for the SAJE Policing Assessment.
3. Train the Bellevue Department on the SAJE web interface.
4. Conduct bi-weekly calls to facilitate the assessment process.
5. Conduct an independent assessment of the Bellevue PD scoring and evidence provision.
6. Conduct focus groups to document challenges in the SAJE assessment process.
7. Write the Final SAJE Assessment Report.
8. Present the Final SAJE Assessment Report.

NYU School of Law - Policing Project *SAJE Policing Assessment Bellevue, NE Pilot Project* Project Period: 10/2/2023 - 10/1/2024 (12 Months) Internal Budget for DOJ Subaward						
	YEAR 1 (10/1/23-09/30/24)					
A. PERSONNEL	**ANNUAL SALARY**	**% EFFORT**	**# MON/ WEEKS**	**Y1**	**TOTAL**	**TOTAL**
Barry Friedman, PI*			9		-	-
Olivia Burgher, Litigation Support & Research Specialist	65,000	10%	12		6,500	6,500
PERSONNEL TOTAL					**6,500**	**6,500**
B. FRINGE BENEFITS						
Fringe Benefits		**31%**			2,015	2,015
FRINGE BENEFITS TOTAL					**2,015**	**2,015**
C. OTHER THAN PERSONNEL EXPENSES						
Consultants					33,000	33,000
Materials/Supplies					-	-
Travel					5,069	5,069
Events/Meetings					-	-
TOTAL OTHER THAN PERSONNEL EXPENSES					**38,069**	**38,069**
D. INDIRECT COSTS						
Indirect Cost Base (Modified Total Direct Costs)		61%			46,584	46,584
TOTAL INDIRECT COSTS					**28,416**	**28,416**
PROJECT TOTAL					**75,000**	**75,000**

New York University
Budget Justification

A. PERSONNEL

Olivia Burgher, Litigation Support & Research Specialist (10% effort)
Olivia will assist with the development of assessment, training, and provide technical assistance and help facilitate collaborative engagements with key stakeholders.

B. FRINGE BENEFITS

NYU's negotiated and approved fringe benefit rate is 31% of total salaries.

C. CONSULTANTS

$33,000 is requested for consultants.

Dr. Aili Malm will serve as our primary consultant for the project. Dr. Malm is a Professor in the School of Criminology, Criminal Justice and Emergency Management at California State University, Long Beach. Dr. Malm will lead the assessment, qualitative analysis, and conducting focus group/interviews. She will be paid $25,000 for her work on this project.

Dr. Carlena Orosco will serve as an additional consultant for the project. Dr. Orosco is a Professor in the Department of Criminal Justice at California State University, Los Angeles. Dr. Orosco will also evaluate the evidence provided by Bellevue and assist with the focus groups/interview analysis. Dr. Orosco will be paid $8,000 for her work on the project.

D. TRAVEL - Domestic

A total of $5,069 ($1,014 per trip for 5 trips) is requested for the NYU team to attend meetings and collaborative engagements with key stakeholders. Estimated costs include travel, hotel, and per diem. Requested amounts are based on historical usage for air/train fare and ground transportation, and GSA rates for per diem and lodging.

Destination	Days	Nights	Air/Train	Hotel	Per Diem	Ground	Total
Bellevue, NE	4	3	$440	$98 per night x 3 nights = $294	$59 per day x 3.5 days = $206.50	$73.30	**~$1,014 per trip**

E. TOTAL DIRECT COSTS

The total direct cost is $46,584.

F. INDIRECT COSTS

Per NYU's federally negotiated indirect cost agreement with the Department of Health and Human Services approved 10/06/2021, the on-campus research rate of 61% is applied to the modified total direct costs (MTDC). A total of $28,416 is requested for indirect costs.

G. TOTAL DIRECT & INDIRECT COSTS

The total project budget requested is **$75,000.**

Subaward Number:
GRANT13871256

Attachment 6

Notice of Award (NOA) and any additional documents

◉ The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

○ Not incorporating the NOA or any additional documentation to this Subaward.

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient: CITY OF BELLEVUE
1500 WALL ST

City, State and Zip: BELLEVUE, NE 68005

Recipient UEI: MGFGXEFM3353

Project Title: FY23 City of Bellevue, NE Microgrant

Award Number: 15JCOPS-23-GG-02005-PPSE

Solicitation Title: FY23 Microgrants -Community Policing Development Solicitation

Federal Award Amount: $164,839.00

Federal Award Date: 11/2/23

Awarding Agency: Office of Community Oriented Policing Services

Funding Instrument Type: Grant

Opportunity Category: D

Assistance Listing:
16.710 - Public Safety Partnership and Community Policing Grants

Project Period Start Date: 10/1/23

Project Period End Date: 9/30/24

Budget Period Start Date: 10/1/23

Budget Period End Date: 9/30/24

Project Description:

The Bellevue Police Department will use FY23 Microgrant funds to implement the SAJE Policing Assessment tool through a subcontract with the NYU Policing Project. The SAJE Policing Assessment is a comprehensive tool used to define and measure the characteristics of a sound, accountable, just, and effective policing agency. This much-needed resource helps police leaders and agencies, municipal leaders, and the communities they serve understand agency performance across a host of critical metrics. The tool helps agencies prioritize areas of improvement and celebrate areas of success.

Award Letter

November 2, 2023

Dear RICHARD SEVERSON,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF BELLEVUE for an award under the funding opportunity entitled 2023 FY23 Microgrants -Community Policing Development Solicitation. The approved award amount is $164,839.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
CITY OF BELLEVUE

UEI
MGFGXEFM3353

ORI Number

Street 1
1500 WALL ST

Street 2

City
BELLEVUE

State/U.S. Territory
Nebraska

Zip/Postal Code
68005

Country
United States

County/Parish

Province

Award Details

Federal Award Date
11/2/23

Award Type
Initial

Award Number
15JCOPS-23-GG-02005-PPSE

Supplement Number
00

Federal Award Amount
$164,839.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 FY23 Microgrants -Community Policing Development Solicitation

Awarding Agency
COPS

Application Number
GRANT13871256

Grant Manager Name
EBONYQUE TAYLOR
Phone Number
202-532-4719
E-mail Address
Ebonyque.Taylor@usdoj.gov

Project Title
FY23 City of Bellevue, NE Microgrant

Performance Period Start Date
10/01/2023

Performance Period End Date
09/30/2024

Budget Period Start Date
10/01/2023

Budget Period End Date
09/30/2024

Project Description

The Bellevue Police Department will use FY23 Microgrant funds to implement the SAJE Policing Assessment tool through a subcontract with the NYU Policing Project. The SAJE Policing Assessment is a comprehensive tool used to define and measure the characteristics of a sound, accountable, just, and effective policing agency. This much-needed resource helps police leaders and agencies, municipal leaders, and the communities they serve understand agency performance across a host of critical metrics. The tool helps agencies prioritize areas of improvement and celebrate areas of success.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/29/23 12:14 PM

Comments

No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	$0	$0	$0	
Civilian or Non-Sworn Personnel:	$0	$0	$0	
Travel:	$13,843	$0	$13,843	
Equipment:	$0	$0	$0	
Supplies:	$0	$0	$0	
SubAwards:	$75,000	$0	$75,000	
Procurement Contracts:	$0	$0	$0	
Other Costs:	$75,996	$0	$75,996	
Total Direct Costs:	$164,839	$0	$164,839	
Indirect Costs:	$0	$0	$0	
Total Project Costs:	$164,839	$0	$164,839	
Federal Funds:	$164,839	$0	$164,839	100.00%
Match Amount:	$0	$0	$0	0.00%
Program Income:	$0	$0	$0	0.00%

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1.

of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:
I. Trafficking in persons.
a. Provisions applicable to a recipient that is a private entity.
1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
ii. Procure a commercial sex act during the period of time that the award is in effect; or
iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
A. Associated with performance under this award; or
B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.
b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
i. Associated with performance under this award; or
ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.
c. Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and
ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
d. Definitions. For purposes of this award term:
1. "Employee" means either:
i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
ii. Includes:
A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
(3) When the recipient agrees to the termination and termination conditions.
(4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions

required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency

Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
A. Reporting of Matters Related to Recipient Integrity and Performance
1. General Reporting Requirement
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report
Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures
Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency
During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions
For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management and Universal Identifier Requirements
A. Requirement for System for Award Management
Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the

final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier
If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.

2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions
For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at https://www.sam.gov).

2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.

3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:

a. A foreign organization;

b. A foreign public entity;

c. A domestic for-profit organization; and

d. A Federal agency.

4. Subaward has the meaning given in 2 CFR 200.1.

5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2. C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

25

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the

end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

26

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

27

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

28

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

29

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

30

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.
2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

31

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f).

For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

32

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

33

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

34

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of $250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

35

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

36

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2023, Public Law 117-328, Division B, Title V, Section 527.

37

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.
The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well?qualified in the subject area and skilled in presenting it.
Trainers must possess the subject?matter knowledge and the subject?specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.
Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

38

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

39

Determination of suitability required, in advance, for certain individuals who may interact with participating minors.

1. Advance determination regarding suitability. The recipient (and any subrecipient at any tier) may not permit any covered individual to interact with any participating minor in the course of activities under the award, unless the recipient or subrecipient first has made a written determination of the suitability of that individual to interact with participating minors, based on current and appropriate information as described in paragraph 3.E., and taking into account the factors and considerations described in paragraph 4.

2. Updates and reexaminations

A. The recipient (or subrecipient) must, at least every five years, update the searches described in paragraph 3.E.1. and 2., reexamine the covered individual's suitability determination in light of those search results, and, if appropriate, modify or withdraw that determination.

B. The recipient also must reexamine a covered individual's suitability determination upon learning of information that reasonably may suggest unsuitability and, if appropriate, modify or withdraw that determination.

3. Definitions

A. "Covered individual" means any individual (other than a participating minor, as defined in this condition, or a client of the recipient (or subrecipient)) who is expected, or reasonably likely, to interact with any participating minor (other than the individual's own minor children). A covered individual need not have any particular employment status or legal relationship with the recipient (or subrecipient). Such an individual might be an employee of a recipient (or subrecipient), but also might be (for example) a consultant, contractor, employee of a contractor, trainee, volunteer, or teacher.

B. "Participating minor." All individuals under 18 years of age within the set of individuals described in the scope section of this condition as it appears on the award document are participating minors.

C. "Interaction" includes physical contact, oral and written communication, and the transmission of images and sound, and may be in person or by electronic (or similar) means. But "interaction" does not include–

(1) brief contact that is both unexpected by the recipient (or subrecipient) and unintentional on the part of the covered

individual -- such as might occur when a postal carrier delivers mail to an administrative office.

(2) personally-accompanied contact -- that is, infrequent or occasional contact (for example, by someone who comes to make a presentation) in the presence of an accompanying adult, pursuant to written policies and procedures of the recipient (or subrecipient) that are designed to ensure that -- throughout the contact -- an appropriate adult who has been determined to be suitable pursuant to this condition will closely and personally accompany, and remain continuously within view and earshot of, the covered individual.

D. "Activities under the award." Whether paid for with federal funds from the award, "matching" funds included in the COPS Office-approved budget for the award, or "program income" for the award as defined by the (DOJ) Part 200 Uniform Requirements), activities under the award include both --

(1) activities carried out under the award by the recipient (or subrecipient); and

(2) actions taken by an entity or individual pursuant to a procurement contract under the award or to a procurement contract under a subaward at any tier.

E. "Current and appropriate information"

In addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by the recipient's (or subrecipient's) written policies and procedures, current and appropriate information includes the results of all required searches listed below, each of which must be completed no earlier than six months before the determination regarding suitability.

(1) Public sex offender and child abuse websites/registries

A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably-accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including--

(a) the Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);

(b) the website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and

(c) the website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

(2) Criminal history registries and similar repositories of criminal history records

For each individual at least 18 years of age who is a covered individual under this award, a fingerprint search (or, if the recipient or subrecipient documents that a fingerprint search is not legally available, a name-based search, using current and, if applicable, previous names and aliases) (-- encompassing at least the time period beginning five calendar years preceding the date of the search request -- of pertinent state (and, if applicable, local and tribal) criminal history registries or similar repositories, including--

(a) the criminal history registry for each state in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and

(b) the criminal history registry for each state in which he or she is expected to, or reasonably likely to, interact with a participating minor in the course of activities under the award.

4. Factors and considerations in determinations regarding suitability

In addition to the factors and considerations that must or may be considered under applicable federal, state, tribal, or local law, and under the recipient's (or subrecipient's) written policies and procedures, in making a determination regarding suitability, the recipient (or subrecipient) must consider the current and appropriate information described in paragraph 3.E.

In particular (unless applicable law precludes it), with respect to either an initial determination of suitability or a subsequent reexamination, the recipient (or subrecipient) may not determine that a covered individual is suitable to interact with participating minors in the course of activities under the award if the covered individual–

A. Withholds consent to a criminal history search required by this condition;

B. Knowingly makes (or made) a false statement that affects, or is intended to affect, any search required by this condition;

C. Is listed as a registered sex offender on the Dru Sjodin National Sex Offender Public Website;

D. To the knowledge of the recipient (or subrecipient), has been convicted -- whether as a felony or misdemeanor -- under federal, state, tribal, or local law of any of the following crimes (or any substantially equivalent criminal offense, regardless of the specific words by which it may be identified in law):

(1) sexual or physical abuse, neglect, or endangerment of an individual under the age of 18 at the time of the offense;
(2) rape/sexual assault, including conspiracy to commit rape/sexual assault;
(3) sexual exploitation, such as through child pornography or sex trafficking;
(4) kidnapping;
(5) voyeurism; or

E. Is determined by a federal, state, tribal, or local government agency not to be suitable.

5. Administration; rule of construction

A. The requirements of this condition are among those that must be included in any subaward (at any tier), and must be monitored. They apply as of the date of acceptance of this award, and throughout the remainder of the period of performance.

B. The recipient is to contact the DOJ awarding agency with any questions regarding the requirements of this condition and must not allow a covered individual to interact with a participating minor until such questions are answered.

C. Award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition, provided that such funds would not supplant non-federal funds that would otherwise be available for such costs.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal, state, tribal, or local law, including any applicable civil rights or nondiscrimination law.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and

certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Director	HUGH CLEMENTS	9/11/23 9:51 PM

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
Finance Director

Name of Authorized Entity Official
RICHARD SEVERSON

Signed Date And Time
12/19/2023 2:42 PM

Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
Finance Director

Name of Authorized Entity Official
RICHARD SEVERSON

Signed Date And Time
1/4/2024 2:32 PM

16f.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 16, 2024			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

2024 Overlay Projects award of contract

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice of Bids for 2024 Overlay Projects. After review of the bids received, the low, responsive, responsible bidder, Western Engineering Company, Inc has been recommended for the project.

FISCAL IMPACT:: $1,410,643.52 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Western Engineering Company INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: 2024 Overlay Projects

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: Overlay Projects CIP PROJECT NUMBER: CIPST24(03)

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

ACCOUNTING DISTRIBUTION CODE: 15 ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Western Engineering Company, Inc. in the amount of $1,282,403.20, plus a 10% contingency of $128,240.32, for a total project cost of $1,410,643.52 for the 2024 Overlay Projects.

ATTACHMENTS:

1.	Contract	2.	Bid Sheet	3.	Proposal
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this **16th** day of **April** 2024 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and **Western Engineering Company** ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the **2024 Overlay Projects** ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed by September 14, 2024 in accordance with the Specifications unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars ($500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed **One million two hundred and eighty-two thousand four hundred and three dollars and 20/00 cents** ($**1,282,403.20**) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability $1,000,000 per occurrence, $2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - $500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits $100,000, $500,000, $100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - $2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than $10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue
Public Works Director
Attn: David Goedeken
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Aimee Bataillon
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Western Engineering Company
PO Box 350
Harlan, IA 51537
Fax No.: _____

With a copy to:

_____
_____
_____
Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Dave Goedeken, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

_____

ATTEST:

BY: _____

_____

TITLE: _____

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: 2024 Overlay Projects (BPW-240103)
DATE: Wednesday March 27, 2024
TIME: 10:00 AM

CONTRACTORS	TOTAL BID	BID BOND	ADDENDUMS
Omni	$1,296543.70	Y	Y
Western	$1,282,403.20	Y	Y

BIDDER: Western Engineering Company, Inc.

Project: City of Bellevue
"**BPW-240103 2024 OVERLAY PROJECTS**"

PROPOSAL

To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "**BPW-240103 2024 OVERLAY PROJECTS**" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s)__thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within **(see Construction Schedule)** The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:

Signature of Bidder - Title President/CEO

Chad Lyon

Typed or Printed Name

Western Engineering Company, Inc.

Name of Company

1149 Hwy 44, PO Box 350

Business Address

Harlan, IA 51537

02-218-9252

DUNS #

22844-23

City of Bellevue Contractor's License #/or approved equivalent

712-755-5191

Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

16g.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 16, 2024			SUBMITTED BY: Dave Goedeken- Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Replacing twelve heat pump controllers on 1510 Wall Street building

SYNOPSIS/BACKGROUND:

Pricing includes install of twelve heat pump controllers, digital thermostats with display; and supply air temperature sensors.

FISCAL IMPACT:: $22,296.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: Control Masters 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: 10-13-6298

RECOMMENDATION:

City Council to approve and authorize the Mayor to purchase the twelve heat pump controllers for 1510 Wall St. building.

ATTACHMENTS:

1. Proposal	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

13326 "C" Street, Omaha, NE 68144-3602
Telephone: (402) 333-9800 Fax: (402) 333-9881

City of Bellevue
RSP24-56
Public Safety Heat Pump Controls Upgrade

Date: March 22, 2024
To: Tracy Niemier

Control Masters is pleased to present you with the following proposal:

This price includes the following:

1. Remove heat pump controllers from 12 heat pumps closest to Automation Server.
2. Replace heat pump controllers on existing heat pumps that have failed controllers, with removed existing controllers. Remaining controllers will be saved as stock.
3. Upgraded Heat Pump Controls
    a. Provide and install twelve (12) heat pump controllers.
    b. Provide and install twelve (12) digital thermostats with display.
    c. Provide and install twelve (12) supply air temperature sensors.
    d. Provide and install cat6 from automation server to first heat pump, and downstream to next 11 heat pumps.
    e. Move remaining DDC points to new heat pump controller.
    f. Programming.
    g. Graphics.

Taxes **ARE NOT** included in this proposal **$22,296.00**

Not included in this proposal:

1. Valves, dampers, actuators.

This proposal is valid for 60 days. Control Masters bills every 30 days as the job progresses. All quotations are based on "walk through" inspection and/or drawings; any concealed equipment or work, not revealed to Control Masters, is not included in this quotation.

APPROVAL OF PROPOSAL
PO#:_____
By: _____
Title:_____
Date:_____

By: Rick Scheer

16h.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 16, 2024			SUBMITTED BY: Dave Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Two exterior wall signs for new Library

SYNOPSIS/BACKGROUND:

Metal Logos to install two exterior wall signs for the new Bellevue Library.

FISCAL IMPACT:: $10,584.75 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: Metal Logos 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: CIPLI24(01)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-40-7030

RECOMMENDATION:

City Council to approve and authorize the Mayor to purchase the exterior signs for the new library.

ATTACHMENTS:

1. Quote # 31464
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

METAL LOGOS & more

Quote# : 31464
Submitted: 3/5/2024
SalesPerson: Deb Gorat

For: **City of Bellevue**
Attn: Ron Chandler
1500 Wall Street
Bellevue, NE 68005

Project:
Phone: 402-305-3312
Misc:
Email: ron.chandler@bellevue.net

Delivery:
PO#: 31464
Date: 2/29/2024

Item#	Description:	Qty	UnitPrice	Total
	Option #1			
1	**23"ht x 60"w exterior wall display**			
	No existing signage to be removed by Metal Logos New letters "BELLEVUE PUBLIC LIBRARY" - 1/4" aluminum natural satin finish clear coat applied Stud mount flush to wall Scissor lift required	1	$1,559.25	$1,559.25
		Install:		$0.00
		Delivery:		$0.00
			Option #1 Total:	**$1,559.25**
	Option #2			
1	**23"ht x 60"w exterior wall display**			
	No existing signage to be removed by Metal Logos New letters "BELLEVUE PUBLIC LIBRARY" - 1/2" aluminum natural satin finish clear coat applied Stud mount flush to wall Scissor lift required	1	$2,447.81	$2,447.81
		Install:		$0.00
		Delivery:		$0.00
			Option #2 Total:	**$2,447.81**

Item#	Description:	Qty	UnitPrice	Total
	Option #1			
2	**65"ht x 175"w exterior wall display**			
	No existing signage to be removed by Metal Logos Ten piece logo - 1/4" aluminum water jet cut painted PMS _____ light blue, PMS _____ dark blue and PMS _____ gray 21"ht "BELLEVUE" and 13"ht "PUBLIC LIBRARY" - 1/4" aluminum painted PMS _____ dark blue SPECIFY PAINT FINISH: GLOSS _____ MATTE _____ SATIN _____ Stud mount flush to exterior wall Scissor lift required	1	$6,025.50	$6,025.50
		Install:		$0.00
		Delivery:		$0.00
			Option #1 Total:	**$6,025.50**
	Option #2			
2	**65"ht x 175"w exterior wall display**			
	No existing signage to be removed by Metal Logos Ten piece logo - 1/2" aluminum water jet cut painted PMS _____ light blue, PMS _____ dark blue and PMS _____ gray 21"ht "BELLEVUE" and 13"ht "PUBLIC LIBRARY" - 1/2" aluminum painted PMS _____ dark blue SPECIFY PAINT FINISH: GLOSS _____ MATTE _____ SATIN _____ Stud mount flush to exterior wall Scissor lift required	1	$10,428.75	$10,428.75
		Install:		$0.00
		Delivery:		$0.00
			Option #2 Total:	**$10,428.75**

Item#	Description:	Qty	UnitPrice	Total

METAL LOGOS & more

Quote# : 31464
Submitted: 3/5/2024
SalesPerson: Deb Gorat

Item#	Description:	Qty	UnitPrice	Total
3	**Installation of items 1 and 2 (one trip only)**			
	Installation location: Bellevue NE Scissor lift required ** no existing signage to be removed by Metal Logos ** installation fee subject to change should a bucket truck actually be required for installation. Current installation fee is based on Metal Logos being able to use a scissor lift to install items 1 and 2	1	$3,000.00	$3,000.00
		Install:		$0.00
		Delivery:		$0.00
			Total:	**$3,000.00**

**NOTE: Applicable city sales tax is not included in pricing above but will be added to final invoice upon completion of the job.*

**NOTE: Regarding Local Installs: all installation costs are based upon normal conditions. In the case of unexpected problems, actual costs may change slightly.*

**NOTE: 50% down payment required for completion of orders.*
**NOTE: production time is approximately 4 - 6 weeks from date of signed contract.*
****NOTE: quoted pricing valid for 30 days***

AUTHORIZED SIGNATURE

TITLE DATE

LEGAL NAME OF BUSINESS: _____

FEDERAL ID #: _____

Metal Logos signs are covered by a limited warranty. We will repair or replace any properly installed sign or sign part found to be defective, exclusive of transportation and installation costs, for one year. Thanks for the opportunity to quote on your project!

ITEM 1



ITEM 2



SIGNED APPROVED LAYOUT NEEDED BEFORE PRODUCTION WILL BEGIN

DRAWING FOR CUSTOMER ONLY • NEED VECTOR ART FOR PRODUCTION

SIZES ARE APPROXIMATE ONLY • SIZES MAY CHANGE UPON RECEIVING ACTUAL ARTWORK

CITY-OF-BELLEVUE-PUBLIC-LIBRARY-2-26-24-LAYOUT

METAL LOGOS
architectural signage & more
5853 SOUTH 77TH STREET
OMAHA, NE 68127
P: 402.339.3264
P: 866.846.5646 F: 402.339.2311
WWW.METALLOGOS.COM

CITY OF BELLEVUE

EXTERIOR SIGNAGE

THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY METAL LOGOS, INC. AND REMAINS THE SOLE PROPERTY OF METAL LOGOS, INC. ITS USE IN ANY WAY OTHER THAN AUTHORIZED IS STRICTLY FORBIDDEN. COPYRIGHT: METAL LOGOS, INC.

PRODUCTION STARTS AS SOON AS YOUR ORDER HAS BEEN APPROVED. CHANGES MADE TO AN ORDER IN PROGRESS COULD RESULT IN A LATER SHIP DATE. WE MAKE EVERY EFFORT TO PRODUCE AND COMPLETE YOUR ORDER BY THE DATE REQUESTED, BUT THERE ARE NO GUARANTEES.

AFTER 3 PROOF CHANGES THERE WILL BE AN ART CHARGE.

1. _____
2. _____
3. _____

X _____ SIGNATURE

X _____ DATE


BELLEVUE
PUBLIC LIBRARY
BELLEVUE
LEO A DALY

BELLEVUE
PUBLIC LIBRARY
BELLEVUE
PUBLIC LIBRARY
LEO A DALY

16i.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 16, 2024			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✔	OTHER	

SUBJECT:

BPW 240103 CIPST 24(03) Overlay Projects award professional engineering services contract

SYNOPSIS/BACKGROUND:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch & Co for Professional Engineering Services for the Construction Administration and Observation of the 2024 Overlay Projects.

FISCAL IMPACT:: $199,171.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Alfred Benesch Company INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: BPW 240103 - 2024 Overlay Projects

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: BPW 240103 CIPST 24(03) Overlay Projects

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

CIP PROJECT NAME: Overlay Projects CIP PROJECT NUMBER: CIPST24(03)

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

ACCOUNTING DISTRIBUTION CODE: 15 ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch & Co. in the amount of $199,171.00 for professional engineering services for the 2024 Overlay Projects.

ATTACHMENTS:

1. Proposal	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

CONSULTANT SCOPE OF SERVICES
CONSTRUCTION ENGINEERING SERVICES
CITY OF BELLEVUE
BPW-240103 - 2024 OVERLAY PROJECTS

OVERVIEW

Alfred Benesch & Company (Benesch) proposes to provide the professional services related to the project management, construction observation, and material testing for ADA ramp construction, concrete pavement repair, asphalt resurfacing, and other related improvements in multiple locations within the City of Bellevue (City) identified in the contract documents of BPW 240103 – 2024 Bellevue Overlay Projects. Benesch agrees to provide the services detailed below through the identified completion date, or beyond, if mutually agreeable by both parties provided the requested services can be performed within the Not-to-Exceed fee limits.

The professional services provided by Benesch shall be described under the following major categories:

1. Project Management & Meetings
2. Construction Observation
3. Materials Sampling & Testing
4. Project Closeout
5. Engineering Consultation & Support

The following describes the scope of work related to each of these categories. Services may be added or deleted upon request. Changes to the total contract amount will be addressed as indicated above.

For the purposes of this agreement, the parties understand that construction observation and construction inspection shall be used interchangeably and Benesch is not responsible for the Contractor's means and methods of construction, acceptance or rejection of the work, or the authority to approve or deny contracts, change orders, extra work, modifications to the requirements of the Contract Documents, etc. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, Benesch shall keep the City informed about the progress and quality of the work and shall advise the City about observed or measured deficiencies or deviations in the work.

UNDERSTANDING & ASSUMPTIONS

The following identifies assumptions associated with this scope of services and corresponding fee estimate:

- The City shall provide or identify publicly available Contract Documents governing construction.
- The City shall provide any documentation templates or electronic system(s) access required for the project.
- Construction is anticipated to begin on or around April 29th, 2024.
- Construction is anticipated to be substantially complete by August 3rd, 2024, with minor work and final completion expected to occur by August 24th, 2024.
- Staffing requirements for the projects assigned will consist of one (1) principal- in-charge, one (1) project manager, multiple construction observers, one (1) materials testing technician (as needed), and necessary coordination or administrative support personnel as well as regular consultation services.
- The construction observer working with the concrete contractor will be on site any time the contractor is performing critical elements of work requiring documentation of compliance and/or direct measurement for payment while work is being performed for the duration of the project. The observer is anticipated to be on site no more than fourteen (14) weeks (average of 48 hours per week).
- The construction observers working with the asphalt milling and paving crews will be on site any time the contractor is performing work requiring documentation of compliance and/or direct measurement for payment on site. The observers are anticipated to be on site no more than three (3) weeks each (average of 55 hours per week per inspector).
- A construction observer is anticipated to be on site for an additional three (3) weeks during punch list and site clean-up activities at the end of the project (average of 24 hours per week).
- The project manager is anticipated to work no more than nineteen (19) weeks during project preparation, construction, and closeout (average of 16 hours per week)
- It is assumed that no SWPPP inspections will be required for the project.
- It is assumed that periodic progress meetings, as determined to be necessary by Benesch or the City, will be conducted (assume no more than five (5) meetings).

PROJECT MANAGEMENT & MEETINGS

Benesch shall provide project management services to the City of Bellevue in the following areas:

- Coordinate activities between the City of Bellevue and the Contractor.
- Assist in project planning and oversight of construction activities.
- Mark out removal limits for review and approval by the City.
- Communicate project updates on a regular basis to the City.
- Review and submit partial pay estimates to the City's Designated Representative(s) for processing and payment.
- Scheduling personnel and testing activities to comply with the requirements of the City of Bellevue Public Works Department.
- Facilitate the pre-construction meeting and distribute meeting minutes.
- Facilitate periodic progress meetings, as determined to be necessary by Benesch or the City, and distribute meeting minutes.
- Assist the City with project scheduling and other administrative items upon request.

Administrative assistance shall include, but not be limited to, supporting the City in program budget monitoring, construction contract interpretation, conflict resolution, utility and other public agency coordination, project stakeholder engagement, and interacting with the public to address questions, concerns, or special requests.

CONSTRUCTION OBSERVATION

Benesch shall provide construction observation services to the City of Bellevue using a member of our technical staff. Benesch construction observers will perform the following tasks:

- Observe and document the site conditions and the Contractor's work.
- Review work for compliance with contract documents and report any observed deficiencies to the City in a timely manner.
- Measure and record quantities of work performed by the contractor.
- Observe and record potential (when identified) or actual change order and/or force account work.
- Document and address questions and concerns from stakeholder in or near the project site.
- Complete materials testing on site when project work and staffing allows.
- Create a punch list, distribute to the Contractor, and confirm items are addressed.

MATERIALS SAMPLING & TESTING

Benesch shall provide materials testing services consistent with the current version of the City of Omaha's Materials and Testing Manual for Public Works Construction and any project specific requirements using our nationally accredited and/or NDOT-certified materials testing laboratories. As determined to be appropriate, Benesch will utilize on site inspectors to perform field testing. Any testing that is not performed by inspectors will be performed by lab personnel. These services will include the following as deemed necessary by the Benesch Project Manager or the City:

- Periodic sampling and testing of Portland cement concrete used in construction of curb and gutter, curb ramps, pavement repair, and sidewalk repair for air content, slump, temperature, and compressive strength (assume no more than twenty (20) tests performed by inspectors and twelve (12) tests performed by lab personnel).
- Quality assurance acceptance testing of the plant-produced hot-mix asphalt for volumetric properties, gradations, and consensus aggregate properties (assume no more than three (3) tests).
- Quality assurance acceptance testing of pavement core samples to determine density, thickness, and percent compaction (assume no more than four (4) cores).

PROJECT CLOSEOUT

Benesch will provide the following services for closeout at the completion of the project:

- Create and issue a final punch list to the contractor.
- Verify all work is complete according to the contract documents.
- Provide as-builts of work completed to the City in PDF format.
- Complete a final project walk through with the City, Contractor, and any others as determined by the City.
- Submit a final closeout package to the City including field diaries, quantity calculations, pertinent project correspondence, field photos, and material test reports.

ENGINEERING CONSULTATION & SUPPORT

Benesch shall provide technical support to assess site conditions, work performed, and provide technical advice or guidance to complete the work outlined in the Contract Documents on an as-needed or as-requested basis subject to budget availability. Support anticipated as part of this task include, but are not limited to, consultation from a Professional Engineer or similar qualified individual regarding construction engineering best practices, contractor means & methods, soils/geotechnical issues, or other relevant issues.

COMPENSATION

The information below indicates the estimated number of hours, personnel, and testing services, and the associated fees Benesch anticipates for the proposed work assigned to Benesch under this agreement. Variation of these estimates is expected due to factors beyond Benesch's control such as contractor operations, field changes, requested support services, or other situations that may occur. Benesch's overall scope of services shall be limited to those that can be performed within the approved Contract Not-to-Exceed fee.

Compensation for professional services related to project management, construction observation, consultation & other support services, and project closeout shall be on an hourly rate basis using established hourly billing rates determined by the classification of the personnel, as defined by Benesch, consistent with Benesch's current Construction Services Fee Schedule, updated annually. A list of staff including their corresponding classification will be provided for review and approval prior to the start of work upon request.

Compensation for laboratory and field testing of asphalt, concrete, and soil materials shall be based upon the current Construction Services Fee Schedule, updated annually, and supplemented by Benesch (Omaha Division) standard rate schedule for required/requested tests not covered under the City's standard testing rate schedule. Compensation for on-site plant monitoring shall be based upon the employee classification and corresponding hourly billing rate.

Vehicle mileage (including rental vehicles) shall be reimbursed at a rate of $0.75/mile. Administrative (copying, printing, postage, etc.), observation (paint, lathe, rental equipment, etc.), software access fees, and other direct expenses shall be reimbursed at actual cost unless specific reimbursement rates are indicated below.

Attachment "A"

Professional Services for BPW-240103 - 2024 Overlay Projects

Construction Engineering, Inspection, and Materials Testing
City of Bellevue Public Works Department

Fee Estimate

Personnel Classification	Rate $/Hour	Est. Hours	Estimated Cost
E1 - Professional Engineer (Consultant or Principal)	$ 240.00	8	$1,920.00
E1a - Professional Engineer/Project Manager	$ 210.00	66	$13,860.00
E3 - Project Scientist I, Project Engineer I, Land Surveyor (RLS)	$ 147.00	260	$38,220.00
E3b - Project Coordinator I, Construction Representative II	$ 120.00	165	$19,800.00
E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	$ 108.00	933	$100,764.00
		Subtotal Direct Labor Costs	**$174,564.00**

Direct Nonsalary Costs	
Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges	$1,600.00
Vehicle Mileage @ $0.75/mi	$4,425.00
Construction Materials Testing Trip Charge @ $116/Trip	$5,800.00
Sewer Camera @ $200/day	$0.00
Concrete Unit Rate Testing	$7,584.00
Misc Unit Rate Testing	$4,944.00
Misc Chargeable Expenses	$800.00
Subtotal Direct Expense Costs	**$25,153.00**
Total Estimated Not to Exceed Fee	**$199,717.00**

Professional Services for BPW-240103 - 2024 Overlay Projects

Construction Engineering, Inspection, and Materials Testing
City of Bellevue Public Works Department

Project Summary

Task		Personnel Services							Reimbursables							
		E1 - Professional Engineer (Consultant or Principal)	E1a - Professional Engineer/Project Manager	E3 - Project Scientist I, Project Engineer I, Land Surveyor (RLS)	E3b - Project Coordinator I, Construction Representative II	E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ $0.75/mi	Construction Materials Testing Trip Charge @ $116/Trip	Concrete Unit Rate Testing	Misc Unit Rate Testing	Misc Chargeable Expenses	Subtotal	Estimated Fee
Task 1	Project Management & Meetings	0	50	138	0	0	188	$ 30,786.00	$ 300	$ 600	$ -	$ -	$ -	$ -	$ 900	$ 31,686.00
Task 2	Construction Observation	0	0	92	165	853	1110	$ 125,448.00	$ 1,200	$ 3,450	$ -	$ -	$ -	$ 800	$ 5,450	$ 130,898.00
Task 3	Materials Sampling & Testing	0	0	0	0	8	8	$ 864.00	$ -	$ -	$ 5,800	$ 7,584	$ 4,944	$ -	$ 18,328	$ 19,192.00
Task 4	Project Closeout	0	0	30	0	72	102	$ 12,186.00	$ 100	$ 300	$ -	$ -	$ -	$ -	$ 400	$ 12,586.00
Task 5	Engineering Consultation & Support	8	16	0	0	0	24	$ 5,280.00	$ -	$ 75	$ -	$ -	$ -	$ -	$ 75	$ 5,355.00
Subtotal		8	66	260	165	933	1432		$ 1,600	$ 4,425	$ 5,800	$ 7,584	$ 4,944	$ 800		
Project Subtotal								**$ 174,564.00**							**$ 25,153**	**$ 199,717.00**

16j.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 16, 2024			SUBMITTED BY: Dave Goedeken- Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Closing of Project: Schilling Drive Bridge Removal (BPW#210719)

SYNOPSIS/BACKGROUND:

On November 7, 2023 The Honorable Mayor and City Council approved the Schilling Drive Bridge Removal with an original estimated cost of $356,628.00. The final cost of the project is $337,986.25 at closing, which is an underrun of $18,641.75. Despite the quantity underrun the final project cost is within the approved budget for CIP ST 24ST(6) "Schilling Drive Bridge Removal"

FISCAL IMPACT:: $337,986.25 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: JMN Construction LLC INTERLOCAL AGREEMENT: N/A

CONTRACT DESCRIPTION: BPW# 210719 - Schilling Drive Bridge Removal

CONTRACT EFFECTIVE DATE: 11/07/2023 CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Schilling Drive Bridge Removal

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

CIP PROJECT NAME: CIP PROJECT NUMBER: Bridge Repairs

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): CIPST24(6)

ACCOUNTING DISTRIBUTION CODE: 10-15 ACCOUNT NUMBER: 7010

RECOMMENDATION:

Approve final payment application in the amount of $44,134.00. Approve Change Order No. 1 in the amount of $18,641.75 to account underrun. Approve project as substantially complete, and accept final project quantities.

ATTACHMENTS:

1. Final progress estimate	2. Change Order No. 1	3. Certificate of Substantial Completion
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

PROGRESS ESTIMATE

P2024-70264
BAW-210719

OWNER: City of Bellevue
ATTN: Matt Knight

CONTRACTOR: JMN Construction LLC
314 West Reichmuth Road
Valley, Nebraska 68064
(402) 359-2239 office
(402) 359-2245 fax

PROJECT: Schillling Drive Bridge Removal

CONTRACT AMOUNT: $ 356,628.00

DATE: March 22, 2024

PROJECT NO: NE 2314

ESTIMATE NO: 3 & FINAL

Item Number	Description	Unit	UOM	Qty This Period	Qty to Date	Unit Price	Total
1	MOBILIZATION	1	LS	0	1	$ 35,000.00	$ 35,000.00
2	GENERAL CLEARING AND GRUBBING	1	LS	0	1	$ 32,500.00	$ 32,500.00
3	REMOVE PAVEMENT	586	SY	0	586	$ 35.00	$ 20,510.00
4	REMOVE CULVERT PIPE	90	LF	0	90	$ 20.00	$ 1,800.00
5	REMOVE AND RESET MAILBOX	1	EA	0	0	$ 190.00	$ -
6	REMOVE STRUCTURE	1	LS	0	1	$ 208,000.00	$ 208,000.00
7	REMOVE GUARDRAIL	600	LF	0	600	$ 10.00	$ 6,000.00
8	RESET GUARDRAIL	48	LF	0	48	$ 65.00	$ 3,120.00
9	TEMPORARY SILT FENCE	568	LF	0	150	$ 6.00	$ 900.00
10	EROSION CONTROL, TYPE 1D	2,800	SY	2800	2800	$ 2.00	$ 5,600.00
11	INSTALL TRAFFIC POSTS AND SIGNS	1	LS	1	1	$ 3,500.00	$ 3,500.00
12	TRAFFIC CONTROL	1	LS	0.17	1	$ 7,000.00	$ 7,000.00
13	PROVIDE UPRR FLAGGER ALLOWANCE INVOICE # 30327 ATTACHED ($ 7,262.50) INVOICE # 30426 ATTACHED ($ 3,412.50) INVOICE # 30588 ATTACHED ($ 1,993.75) INVOICE # 30884 ATTACHED ($ 1,387.50)	1	LS	0.2265	0.4685	$ 30,000.00	$ 14,056.25

Estimate #1: $ 146,225.25
Estimate #2: $ 147,627.00

Received
MAR 2024
Public Works

Amount Earned to Date		$	337,986.25
Retainage	0%	$	-
Bond Deduction		$	-
Other Deductions		$	-
Less Previous Payments		$	(293,852.25)
Amount Due This Estimate		$	44,134.00

BY:

JMN Construction LLC

*** JMN CONSTRUCTION LLC IS AN EQUAL OPPORTUNITY EMPLOYER***

OK TO PAY
MAR 27 2024

WORK CHANGE DIRECTIVE

No. 1 **(Final)**

DATE OF ISSUANCE 4/16/2024 EFFECTIVE DATE 4/16/2024

OWNER	City of Bellevue
CONTRACTOR	JMN Construction LLC
Contract:	November 7, 2023
Project:	Schilling Drive Bridge Removal
OWNER'S Contract No.	N/A
ENGINEER's Project No.	BPW-210719

You are directed to proceed promptly with the following change(s):

Description: **Work is to be completed in accordance with the contract and as directed by the engineer in the field.**

Purpose of Work Change Directive: **The purpose of this change order is to balance final quantity overruns and underruns for this contract. The amount listed below is necessary to balance the contract based on actual quantities as field measured. Bridge removal work was completed essentially as planned, and railroad flagging services were provided via the contract in accordance with Union Pacific Railroad policy.**

Attachments: (List documents supporting change) **n/a**

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined it the Contract Documents.

Method of determining change in Contract Price:

☐ Unit Prices

☒ Lump Sum

☐ Cost of the Work _____

Estimated ~~increase~~ (decrease) in Contract Price: **($18,641.75)**
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
Substantial Completion: 0 days;
Ready for final payment: ___ days.

ISSUED TO:	RECOMMENDED AND AUTHORIZED:
JMN Construction LLC	City of Bellevue
CONTRACTOR	OWNER
By:	By:

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

Certificate of Substantial Completion

Project: Schilling Drive Bridge Removal	Owner: City of Bellevue	Owner's Contract No.:
Contract:		Date of Contract: November 7, 2023
Contractor: JMN Construction LLC		Engineer's Project No.: BPW-210719

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

March 22, 2024

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the 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:

None

Contractor's Amended Responsibilities:

None

The following documents are attached to and made part of this Certificate:

None

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: 3/25/2024

Accepted by Contractor — Date: 3/26/2024

Accepted by Owner — Date

16k.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 16, 2024				SUBMITTED BY: Mike Christensen, Chief Building Official	
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✔	OTHER	

SUBJECT:

Approve and authorize the Mayor to sign the Memorandum of Understanding with Cardinal Development Group in order to facilitate the construction of Phase I Cardinal Commons.

SYNOPSIS/BACKGROUND:

Cardinal Development Group desires to move forward with their construction of their affordable senior housing project near 13th/Kasper Streets. They are requesting footing/foundation permits only at this time. Per the attached MOU, the developer will be required to submit a $20,000 surety bond for each permit issued.

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 NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff is recommending approval of the MOU

ATTACHMENTS:

1. Memorandum of Understanding
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 9/2023

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the City of Bellevue, Nebraska, a political subdivision ("City"), and Cardinal Commons I, LLC ("Cardinal") (collectively "Parties") and is entered into as of the date of the last signature below (the "Effective Date").

RECITALS

WHEREAS on July 19, 2023 by Resolution No. 2023-21 the Bellevue City Council approved the Redevelopment Plan for the redevelopment of the vacant property of Lots 7 and 8, Old Orchard Place, which was previously designated as blight and substandard, which Redevelopment Plan proposed the construction of eighteen (18) duplexes consisting of thirty-six (36) units of affordable housing ("Project"), as shown on the final plat, which is attached hereto and incorporated by reference as **Exhibit "A."**

WHEREAS on September 5, 2023, the Bellevue City Council approved the Redevelopment Agreement, attached hereto and incorporated by reference as **Exhibit "B,"** which is an agreement required pursuant to the Nebraska Community Development Law in order to implement the aforementioned Redevelopment Plan and contemplates the use of the excess ad valorem taxes generated by such development.

WHEREAS the City of Bellevue is supportive of the Project, as it seeks to provide affordable housing for seniors within the City of Bellevue.

WHEREAS pursuant to Exhibit B, the Project shall be completed on or before December 31, 2025, unless such a request is made pursuant to **Exhibit B** for an extension of the completion date.

WHEREAS Cardinal currently seeks to have the building permits released from the City, upon payment by Cardinal, for a certain number of units within the Project to allow for construction of those units contemporaneously with the construction of infrastructure and hard surface roads for Phase I of the Project.

WHEREAS the City is willing to issue, in part, a portion of the permits to allow Cardinal to construct the footings and foundations for a certain number of units within the Project, with certain conditions that are specifically outlined below.

NOW THEREFORE, in consideration of the above Recitals and mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are expressly acknowledged, the City and Cardinal set forth their mutual understanding and agreements as follows:

AGREEMENT

1. Payment. Cardinal shall pay all fees and expenses required for issuance of all building permits needed for the Project. The fees and expenses will include all permitting fees to include mechanical, building, plumbing, and electrical permits, single family dwelling sewer connection fees, A.S.I.P. fees, Papio watershed fees, a one-time job contractor license fee, and an electrical pre-connection deposit.

2. Issuance of Building Permits. City confirms that it has the authority to issue and enforce any permits associated with the Project. Upon payment of fees and expenses outlined in Paragraph 1of this MOU, the City will provide Cardinal with the applications for any building permits required for the Project.

    a. Authorized Work Under Issued Permits. It is mutually understood and acknowledged that Cardinal will pay all fees and expenses for the entirety of the building permits necessary to construct the whole Project; however, despite payment in full, the City will allow limited work, as described below, to maintain public safety requirements while also preserving the progression of the Project. Until the completion of the infrastructure and hard surface roads for Phase I of the Project, the only unit work authorized by the City under the issued permit is footings, foundation, groundwork and flat work. At such time that the required infrastructure and hard surface road work of Phase I of the Project is completed and has been approved by the City, the City must authorize in writing, the remainder of the unit work required for the Project. Following authorization by the City for the remaining work, Cardinal will not be limited to the authorized work outlined in Section 2(a) of this MOU and can continue with any construction or work normally authorized under the building permits it has received from the City.

3. Bond Requirements. Before issuance of any Footings and Foundation Permits issued under Subsection 2(a) of this MOU, Cardinal shall file a surety bond with the Permits and Inspections Department of the City for each permit issued in the sum of Twenty Thousand and xx/100 Dollars ($20,000.00) per permit issued, to save the City harmless from any failure of Cardinal to perform and/or successfully construct the Project to completion under the issued permits.

    If Cardinal fails to perform its responsibilities and obligations in compliance with this MOU, or otherwise violates the terms of this MOU, the City shall be entitled to seek recourse from the surety bonds filed in accordance with this Section.

4. Default. Unless otherwise provided for in this MOU, if either Party fails to materially comply with any obligation, limitation, or duty set forth herein and fails to cure the same within five (5) business days of written notice from the other Party, such other Party may pursue any remedy available at law or in equity, including, without limitation, specific performance of this MOU.

5. Term. This MOU shall remain effective until such time that the City has issued in writing authorization of construction and further unit work under the building permits issued by the City, pursuant to Subsection 2(a) of this MOU.

6. Severability. Should any provision of this MOU be held invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, unimpaired by the holding.

7. Binding Effect. This MOU will be binding upon, and will inure to the benefit of, the successors, assigns, and legal representatives of the Parties. This MOU is intended to be a legally binding document.

8. Modifications. This MOU, together with all exhibits, constitutes the entire agreement between the City and Cardinal respecting its subject matter. Any amendments or modifications of this MOU shall be in writing by the mutual agreement of the Parties.

9. Notices. All notices, request, consents, approvals, or other authorizations required to be made by the Parties under this MOU shall be in writing and shall be deemed sufficient and served upon the other Party only if delivered personally or sent by United States Postal Service, Certified Matil, return receipt requested and addressed as follows:

For City: City of Bellevue
Attn: Mike Christensen, Chief Building Inspector
1510 Wall Street
Bellevue, NE 68005

Copy to: City of Bellevue
Attn: City Attorney
1500 Wall Street
Bellevue, NE 68005

For Cardinal: Cardinal Commons I, LLC
Attn: Corey Vandewege
8551 Lexington Avenue
Lincoln, NE 68505

10. Governing Law. The laws of the State of Nebraska shall govern this MOU in all respects without regard to any conflicts of laws or principles that would direct applications of another jurisdiction's laws. Any dispute arising out of or in connection with this MOU shall be resolved in the state courts located in Sarpy County, Nebraska.

11. Authorized Signature. Each person signing on behalf of a Party represents and warrants that such person has been properly authorized and empowered to sign this MOU on behalf of such Party. To the extent the City needs authorization from its City Council or other bodies, the person signing on behalf of the City below represents and warrants that it has obtained such authorization and is acting in accordance therewith.

CITY OF BELELVUE, a Nebraska Political Subdivision,

By: _____
Rusty Hike, Mayor

Attest:

_____
Susan Kluthe, City Clerk

Cardinal Development Group,

By: _____
Authorized Representative

_____
(Printed Name)

_____
Title

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 16, 2024			SUBMITTED BY: Dave Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Purchase from Midwest Storage Solutions, Inc. for New Library location.

SYNOPSIS/BACKGROUND:

New Library location to purchase shelving equipment and accessories, counter-tops along with signage. Price includes drop cart delivered and installed along with freight and complete installation by Midwest Storage Solutions, Inc.

FISCAL IMPACT:: $316,615.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Midwest Storage Solutions, Inc. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Library Renovations BPW#210311

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

CIP PROJECT NAME: CIP PROJECT NUMBER: CIPLI24(01)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-40-7030

RECOMMENDATION:

City Council to approve an authorize the Mayor to purchase the Shelving, counter-tops and signage along with drop cart for the new library. Upon order 25% down payment is due. Full purchase price is $316,615.00. 25% is $79,153.75.

ATTACHMENTS:

1. Proposal	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

BELLEVUE
PUBLIC LIBRARY

PROPOSAL

For: New Spacesaver Library Shelving

To: Julie Dinville, *Library Director*
CC: Diane Honeyman, *NCIDQ, IIDA, LEED AP*

04-03-2024

ABOUT US:

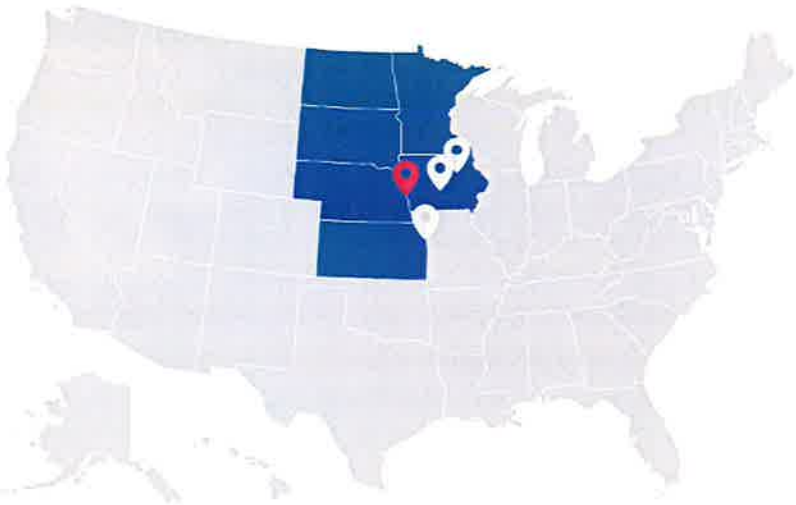
We take storage planning seriously. It's what we do 24/7 and we feel nobody does it better. Established in 1997 and based in Omaha, NE., Midwest Storage Solutions, Inc. is the sole-source distributor of **Spacesaver®** brand shelving systems for businesses and organization in Nebraska, Iowa, and Western Illinois. We also specialize in:

- Library Furniture
- Commercial Grade Furnishings
- Rare Book Cabinets
- High-Density Shelving
- Privacy Panels
- Library Book Moving Services

PAST PERFORMANCE:

Over the last 21 years we've amassed an impressive client base throughout the Midwest, and have solved thousands of storage "headaches" for facilities like:

Omaha Public Library, Hastings Public Library, Ashland Public Library, Mulvane Public Library, Moline Public Library, Seward Public Library, Le Mars Public Library, Sioux City Public Library, Kansas City Public Library, Kearney Public Library, Hiawatha Public Library, Beatrice Public Library, Falls City Public Library, UNO - Criss Library, Creighton University Library, UNL Love Library, University of Iowa Annex Library, Hull Public Library, and many more!



OUR TEAM:

Midwest Storage Solutions, Inc. is headquartered in Omaha with offices in Des Moines, Iowa. We employ a team of highly skilled and experienced professional installers and service technicians.

We do not subcontract our installation or maintenance services

All technicians are cell-phone equipped and operate fully-tooled vehicles to ensure swift response to service and maintenance requirements. Our company has over 100 years of service combined. Most of our installers have been with us for many years. Every installer has been trained, screened, and chosen to ensure that you receive the best service possible.

Our installers undergo regular training, education, and are OSHA certified. They stay up-to-date with the latest products and safety regulations. You can also be sure be that our lead installers are factory certified, by Spacesaver Corporation. They will ensure that your equipment is installed correctly and quickly the first time. Before our team arrives at your location, our staff is planning and scheduling your installation to meet your needs. MSS wants to make your experience with us, one to remember. Our installers will install your system and to your liking and leave the room & equipment cleaned and ready for use!



SCOPE OF WORK:

SPACESAVER CANTILEVER & 4-POST LIBRARY SHELVING

1. **Adult (Main) Stacks -**
    a. (194) Double-Faced sections
    b. (30) Single-Faced sections
2. **Adult Services (Display) -**
    a. (56) Double-Faced sections
    b. (03) Single-Faced sections
3. **Young Adult -**
    a. (12) Double-Faced sections
    b. (18) Single-Faced sections
    c. (01) Double-Faced mobile cart
4. **Children's Collection -**
    a. (36) Double-Faced sections
    b. (52) Single-Faced sections
5. **Bookstore -**
    a. (09) Double-Faced sections
    b. (09) Single-faced section
6. **Circulation -**
    a. (08) Single-Faced sections
7. **Receiving -**
    a. (03) Double-Faced sections
    b. (02) Singe-Faced sections
8. **Book Club / General Storage -**
    a. (07) Single-Faced sections
9. **HPL End Panels & Counter Tops (WilsonArt 7954-38, Natural Rift w/ Matching 3mil PVC edges) -**
    a. (111) Double Face End Panels
    b. (17) Double Face Slatwall End Panels
    c. (41) Single-Face End Panels
    d. (27) Counter-Tops
    e. (06) Slatwall Back Panels
10. **(01) Kingsley #37-9040 (40) Series Quietdrop Book Cart**
11. **Acrylic Signage -**
    a. (130) each of the Large Standoff Acrylic Displays
    b. (30) each of the Small Standoff Acrylic Displays

			Quantity
1	**Description:**	(130) 12"w x 4"h acrylic sign holders. Each is made from (2) pieces of 1/8" thick clear acrylic. Each has (2) 5/8"dia x 3/4"long Tamperproof standoffs. All edges are frosted. (30) 6"w x 4"h acrylic sign holders. Each is made from (2) pieces of 1/8" thick clear acrylic. Each has (2) 5/8"dia x 3/4"long Tamperproof standoffs. All edges are frosted.	160

INVESTMENT DETAILS:

All pricing per The City of Bellevue's - Omnia Partners Purchasing Contract ID #2558214

QTY	SPACESAVER CANTILEVER SHELVING (DELIVERED & INSTALLED)	INVESTMENT
LOT	Midwest Storage Solutions, Inc. will provide, deliver, and install the Spacesaver Cantilever shelving as noted herein and per our attached plans and elevations.	$244,077.00

QTY	HPL END PANELS / COUNTER TOPS / ACRYLIC SIGNAGE (DELIVERED & INSTALLED)	INVESTMENT
LOT	Midwest Storage Solutions, Inc. will provide, deliver, and install all HPL end-panels, counter-tops, slatwall ends & backs, and all acrylic signage as noted herein.	$70,772.00.

QTY	KINGSLEY 40-SERIES QUIETDROP CART (DELIVERED & INSTALLED)	INVESTMENT
1	MSS will provide, deliver, and install (1) Kingsley Bookdrop Cart as noted herein.	$1,816.00.

TOTAL COMBINED INVESTMENT =	$316,615.00.

Sales Tax is **NOT** included.

INCLUDED IN QUOTE:

- All Shelving Equipment and Accessories as noted in the SOW and attached plans / elevations.
- All High Pressure Laminate End Panels, Counter-Tops, and Signage as noted herein.
- All freight and complete installation by Midwest Storage Solutions, Inc.

NOTES:

- **Midwest Storage Solutions, Inc. will require a 25% deposit at time of order placement with the factory.**
- The balance of the project will be due Net-30 after delivery and acceptance by Bellevue Public Library.
- Lead times from the factory are approximately 9-10 weeks ARO.

David Goedeken

Authorized Signature

8/12/24

Date

DAVID GOEDEKEN

Print Name

TERMS & CONDITIONS:

PAYMENT

Merchandise will be invoiced upon delivery. If there is to be more than one delivery of merchandise, an invoice will be issued upon the first delivery. Buyer agrees to pay each invoice within thirty days of the invoice date. Midwest Storage Solutions (MSS) will require a deposit of 25% of the total contract at time of order and upon receipt of a detailed invoice. A 3% convenience fee will be added to any payment made by credit card. In the event any amount due under this Agreement remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

SECURITY INTEREST

Buyer hereby grants Midwest Storage Solutions a security interest in all merchandise sold under this order to secure full payment of the purchase price and all other obligations of Buyer under this agreement. A copy of this agreement may be filed as a financing statement. Buyer's signature hereon authorizes MSS to execute such financing statements on Buyer's behalf as may be required by the State.

INSTALLATION DATE

(a) The installation date is agreed upon for the purpose of specifying delivery dates of merchandise ordered from manufacturers. Although MSS will use its best efforts to expedite timely delivery, it cannot guarantee that merchandise will arrive from manufacturers as specified, and MSS shall not be liable for ordered merchandise not arriving timely.

(b)**If for any reason outside the control of MSS the job site is not ready for installation** (i.e. elevator access, room finishes, etc.) Buyer shall pay for all storage of ordered merchandise necessary after the Installation Date, and for all costs of moving such merchandise to and from storage after the installation date.

INSTALLATION TERMS

Delivery and Installation shall be made by MSS personnel, or its subcontractor, during normal working hours or at other hours by special arrangement. Buyer shall pay additional labor costs resulting from off-hour or overtime work performed at Buyer's request or from required use of labor other than MSS personnel or its authorized subcontractor. Buyer shall provide, at Buyer's cost, electricity, heat, hoisting and elevator service and adequate facilities for off-loading, staging, moving and handling of merchandise. The job site shall be clean and free of obstruction for installation. Finished floor coverings (i.e. carpet, tile, etc.) must be removed and sub-floor clear and free for grouted mobile rail installation. Buyer shall pay any special packaging or handling costs not contained in the specifications.

TERMS & CONDITIONS:

INSURANCE AND RISK OF LOSS

All risk of loss shall pass from MSS to Buyer upon delivery of merchandise to Buyer or upon delivery of merchandise into storage for the account of Buyer after the installation date, whichever comes first. For the purposes of this paragraph five only, the term "merchandise" shall include any property owned by or under control of MSS delivered to or for the benefit of Buyer, whether purchased by Buyer or delivered to Buyer on approval. Buyer shall carry fire and casualty insurance in an amount enough to insure the value of the merchandise at the delivery site or at the storage site.

TAXES AND FREIGHT

Prices do not include any applicable sales, use, excise, or other taxes which, if applicable, Buyer shall pay, and which shall be added to the sales price at time of invoicing. Buyers exempt from taxes shall furnish certificates of exemption upon execution of this agreement. Freight charges are F.O.B. job site unless otherwise indicated.

CANCELLATION AND CHANGES

This agreement, once executed by MSS and Buyer, cannot be cancelled or modified except by a writing signed by both parties. Changes made in the agreement which result in increased charges shall be for the account of the Buyer. In the event MSS agrees to a return, a cancellation fee equal to 40% of the purchase price will be assessed. No storage products or other specially ordered items can be cancelled or returned after the manufacturer begins production. Prices and quantities of storage products and other items measured from blueprints or otherwise estimated are subject to change upon field measurement at the expense of the Buyer.

FLOORS

BUYER is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. Finished floor coverings are not included unless otherwise noted.

WARRANTIES AND CLAIMS

(a) MSS warrants for a period of one year from delivery that the manufacturer is free from defects in workmanship and materials, and that it will repair or replace defective merchandise, at its cost, within a reasonable time, subject to availability of replacement merchandise. No other warranties, expressed or implied, are granted hereunder. No warranty in addition to the foregoing expressed warranties, whether expressed or implied, made by any employee or agent of MSS shall be valid unless reduced to writing and signed by an officer of MSS. TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS LIMITED TO THE PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY.

(b) Buyer shall inspect the merchandise upon delivery. Acceptance of delivery constitutes acceptance of the merchandise as delivered. Any warranty claims for latent defects not discovered upon reasonable inspection must be made in writing within the warranty period.

SUMMARY:

Midwest Storage Solutions wants to be your storage system supplier. We appreciate the opportunity to provide the City of Bellevue & Bellevue Public Library with this proposal. As a member of the Spacesaver® group, which for the last twenty-five years has taken great pride into having each one of our over 200,000 installations to be a testimonial for our reputation, we thank you and assure you that your project will be of equal importance. We want your business the old-fashioned way and we'll earn it by providing you with value-oriented products, on-time delivery, complete installation, and superior service.

Taylor L. Gilbreath, CEO
Midwest Storage Solutions, Inc.
5845 S. 118th Circle
Omaha, NE. 68137
P: 1-800-209-5137 E: taylorg@mss-1.com

4-3-2024



16m.
4/16/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 16, 2024			SUBMITTED BY: David Goedeken - Public Works		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Purchase furniture from AOI for new library

SYNOPSIS/BACKGROUND:

Purchase furniture and cabinets for the new library on Longo Drive, this includes delivery and installation from AOI Corporation.

FISCAL IMPACT:: $347,099.07 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Library Renovations- BPW#210311

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

CIP PROJECT NAME: Library Renovations CIP PROJECT NUMBER: CIPLI24(01)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-15-7030

RECOMMENDATION:

Approve the purchase of furniture and cabinets for the new library on Longo Drive. Upon order 50% down payment is due. Full purchase price is $347,099.07. Required deposit will be $173,549.54.

ATTACHMENTS:

1. Proposal	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

AOI
Furniture Proposal

Quote Number	27368
Project Number	
Date	04/12/2024
Customer PO Number	
Customer Account	CITBEL
Account Manager	Heather Stauffer
Page	38 of 40

		OPTION: L:Lock Hole Drilled OPTION: B:Black lock OPTION: (KEYALIKE):LOCK- Keyed Alike OPTION: (LOCK):Specify lock core & key separately Mark Line For: Tag TG: WS2 Tag L3: WS2		
209	2.00 Each	Knoll RP162K--(L)-(CORE)-LBA-(L)-(CORE)-LBA-M-T-612-L-B-(KEYALIKE)-(LOCK) Pedestal, File/File, 16Wx23Dx28-3/8H, Flush Base, for 28-3/8" planning OPTION: (L):CASE- Laminate OPTION: (CORE):Core Laminates OPTION: LBA:LAM- Clear On Ash OPTION: (L):FRONT- Laminate OPTION: (CORE):Core Laminates OPTION: LBA:LAM- Clear On Ash OPTION: M:INT- Metal OPTION: T:Tab Pull OPTION: 612:PULL- Medium Metallic Grey OPTION: L:Lock Hole Drilled OPTION: B:Black lock OPTION: (KEYALIKE):LOCK- Keyed Alike OPTION: (LOCK):Specify lock core & key separately Mark Line For: Tag TG: WS2 Tag L3: WS2	633.78	1,267.56
210	1.00 Each	D&I-AOI Installation INSTALL Receive, deliver and install. Normal business hours.	35,200.00	35,200.00
259	1.00 Each	D&I-AOI Installation SERVICE deliver demo chairs	0.00	0.00

Order Sub-Total :	$324,391.66
Sales Tax :	$22,707.41
Total Order :	**$347,099.07**
Required Deposit 50.0% :	$173,549.54

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

PRICING EXPIRES 30 DAYS FROM QUOTE DATE

AOI
Furniture Proposal

Quote Number	27368
Project Number	
Date	04/12/2024
Customer PO Number	
Customer Account	CITBEL
Account Manager	Heather Stauffer
Page	39 of 40

All orders are subject to AOI Terms and Conditions.

David D Goedeken
Customer Signature

4/12/24
Date

DAVID GOEDEKEN
Name

AOI
Furniture Proposal

Quote Number	27368
Project Number	
Date	04/12/2024
Customer PO Number	
Customer Account	CITBEL
Account Manager	Heather Stauffer
Page	40 of 40

Terms And Conditions

- Standard payment terms are Net 10 days from invoice. A 50% deposit is required on all orders.
- A 3% convenience fee will be added to invoice if a credit card is used. Credit cards will be charged in full at time of order.
- Products are made to order. AOI Corporation offers no return or restocking programs. Products may be returned only with prior written approval of AOI Corporation and the product manufacturer.
- Client changes submitted after final plan approval, and resulting in additional work, will be billed at our hourly rate, or through a mutually agreed upon addendum to the contract.
- All labor estimates have been based on AOI Corporation having clear access and use of receiving docks for product deliveries. The receiving area should be free and clear of other trades and products to prevent any delays.
- AOI Corporation will have scheduled elevator access for transporting product within the building.
- Each area in which furniture will be installed, will be substantially free and clear of other trades allowing us to stage and build product according to plan.
- Storage fees will be assessed when delays require AOI Corporation to warehouse product thirty 30 days past the scheduled installation date.
- Labor fees will be assessed when delivery address changes from the client site to an alternative receiving location.
- AOI Corporation will accept installation change requests from authorized client representatives only. Any agreed upon changes will be billed on an hourly basis, and invoiced monthly.
- Unless otherwise stated, all quoted installation work to be performed during normal business, Monday through Friday.
- Construction flaws effecting furniture installation will be reviewed as they are encountered.
- AOI Corporation is responsible for general cleaning of workstations following installation. This does not include excessive construction debris (i.e. drywall dust) resulting from construction work still in progress in the build areas.
- AOI Corporation is not responsible for product damage resulting from deliveries received directly by client representatives. AOI does not file freight claims on products drop shipped to a customer location.
- AOI may charge, and the Customer shall pay, taxes which AOI is required to collect and remit by law in connection with any sale. Customer shall pay unless AOI has received, in advance of the initial delivery, sufficient written documentation form Customer establishing exemption from such tax(es).
- Pricing expires 30 days from proposal date.
- All designs, plans, drawings, specifications, samples, and the contents there in regarding this sale shall remain the property of AOI, and may not be used, reproduced or distributed without express written permission of AOI

AOI
Furniture Proposal

Quote Number	27368
Project Number	
Date	04/12/2024
Customer PO Number	
Customer Account	CITBEL
Account Manager	Heather Stauffer
Page	1 of 40

BILL TO

City of Bellevue
1510 Wall St
Bellevue, NE .

ATTN: David Goedeken
Phone: 402-293-3030
Email: david.goedeken@bellevue.net

INSTALL AT

Bellevue Public Library
2206 Longo Drive
Bellevue, NE 68005

ATTN: David Goedeken
Phone: 402-293-3030
Email: david.goedeken@bellevue.net

This is a budgetary quote, based on product options for the Bellevue Library. A confirmed quote can be shared, once product selection and final finishes are selected.

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	Claridge C-852CC TB S-800 Claridge Cork 4' x 6' - (1129 Blueberry)	410.29	410.29
2	1.00 Each	Claridge C-840CC TB S-800 Claridge Cork 3' x 4' - (1129 Blueberry)	242.86	242.86
3	1.00 Each	Claridge FREIGHT FREIGHT	365.00	365.00
4	13.00 Each	Global Industrial 240716R Global Industrialâ„¢ Aluminum Round Open Top Recycling Can, 20 Gallon, Satin Clear Mark Line For: Tag L3: A1	227.86	2,962.18
5	1.00 Each	Global Industrial FREIGHT FREIGHT Mark Line For: Tag L3: A1-A5	499.70	499.70
6	13.00 Each	Global Industrial 240716 Global Industrialâ„¢ Aluminum Round Open Top Trash Can, 20 Gallon, Satin Clear Mark Line For: Tag L3: A2	161.80	2,103.40
7	2.00 Each	Global Industrial 806407 Global Industrialâ„¢ 11 Pockets - Medical Chart Hanging Wall File Holder - Black Mark Line For: Tag L3: A5	67.16	134.32
8	16.00 Each	Herman Miller PIA1B427NA--AJ-BK-DCR-BB-1HA-03 +Verus Wk Chair, Assembled,TriFlex polymer back,standard-height range,synchronous w/ tilt limiter & seat angle,no arms,adj seat depth,not	510.00	8,160.00

AOI
Furniture Proposal

Quote Number	27368
Project Number	
Date	04/12/2024
Customer PO Number	
Customer Account	CITBEL
Account Manager	Heather Stauffer
Page	2 of 40

		fire retardant OPTION: AJ:+adjustable lumbar with sacral support OPTION: BK:+black base/black frame OPTION: DCR:+dark carbon OPTION: BB:+2 1/2" hard caster, black yoke, carpet only OPTION: 1HA:+medley-Pr Cat 2 OPTION: 03:+medley charcoal Mark Line For: Tag L3: C1		
9	1.00 Each	DesignTex Freight--Ship To FREIGHT SIT ON IT SEATING OPTION: Ship To:SitOnIt Seating 6280 Artesia Blvd., Buena Park, CA 90620 Attn- COM Engineer Mark Line For: Tag L1: MAKERS STOOLS Tag L3: C10	65.71	65.71
10	6.00 Each	DesignTex 3076-403--- Silicone Reveal Lakeside OPTION: :Ship to SitOnIt OPTION: :Yardage to be from same lot Mark Line For: Tag L1: MAKERS STOOLS Tag L3: C10	108.57	651.42
11	8.00 Each	Sit On It Seating 1171.FT2S2.US.PB.AR0--FC1-BK4-G0-SC15-COM-3076-403-AC Baja Wire Rod Stool, Upholstered Seat, Plastic Back, Armless OPTION: FC1:Black Frame OPTION: BK4:Standard Back OPTION: G0:No Glides OPTION: SC15:Lagoon OPTION: COM:COM- Customers Own Material OPTION: 3076-403:DESIGNTEX - SILICONE REVEAL IN LAKESIDE OPTION: AC:Fully Assembled in a Carton Mark Line For: Tag TG: 1171.FT2S2.US.PB.AR0 Tag L1: MAKERS STOOLS Tag L3: C10	276.92	2,215.36
12	1.00 Each	OFS Brands 78042-MBS-MT--J5FL-X9-PLGN-C6U/BLK-7-ETC7-TOR-COM-COM-TOR-7-ETC7-TOR Coact, 48x24.5x35.75 Single Booth, Mid-back, Multiple Textiles OPTION: J5FL:Black Plinth Base Flush with End Left Facing OPTION: X9:None OPTION: PLGN:Plinth Under Seat Ganging OPTION: C6U/BLK:Left Facing/Black OPTION: 7:Grade 7 Material OPTION: ETC7:Graded-In, Grade 7 Material OPTION: TOR:CF STINSON, KID, GRAPE OPTION: COM:Customer's Own Material	2,068.08	2,068.08

		OPTION: COM:Customer's Own Material OPTION: TOR:POLLACK, FLEX, GRAPE SODA OPTION: 7:Grade 7 Material OPTION: ETC7:Graded-In, Grade 7 Material OPTION: TOR:CF STINSON, KID, GRAPE Mark Line For: Tag TG: 78042-MBS-MT Tag L3: C12a		
13	1.00 Each	OFS Brands 78042-MBS-MT--J5FR-X9-PLGN-C6T/BLK-7-ETC7-TOR-COM-COM-TOR-7-ETC7-TOR Coact, 48x24.5x35.75 Single Booth, Mid-back, Multiple Textiles OPTION: J5FR:Black Plinth Base Flush with End Right Facing OPTION: X9:None OPTION: PLGN:Plinth Under Seat Ganging OPTION: C6T/BLK:Right Facing/Black OPTION: 7:Grade 7 Material OPTION: ETC7:Graded-In, Grade 7 Material OPTION: TOR:CF STINSON, KID, GRAPE OPTION: COM:Customer's Own Material OPTION: COM:Customer's Own Material OPTION: TOR:POLLACK, FLEX, GRAPE SODA OPTION: 7:Grade 7 Material OPTION: ETC7:Graded-In, Grade 7 Material OPTION: TOR:CF STINSON, KID, GRAPE Mark Line For: Tag TG: 78042-MBS-MT Tag L3: C12a	2,068.08	2,068.08
14	1.00 Each	OFS Brands 78042-MBS-MT--J5LR-X9-PLGN-X9-7-ETC7-TOR-COM-COM-TOR-7-ETC7-TOR Coact, 48x24.5x35.75 Single Booth, Mid-back, Multiple Textiles OPTION: J5LR:Black Plinth Base Flush with End Left and Right OPTION: X9:None OPTION: PLGN:Plinth Under Seat Ganging OPTION: X9:None OPTION: 7:Grade 7 Material OPTION: ETC7:Graded-In, Grade 7 Material OPTION: TOR:CF STINSON, KID, GRAPE OPTION: COM:Customer's Own Material OPTION: COM:Customer's Own Material OPTION: TOR:POLLACK, FLEX, GRAPE SODA OPTION: 7:Grade 7 Material OPTION: ETC7:Graded-In, Grade 7 Material OPTION: TOR:CF STINSON, KID, GRAPE Mark Line For: Tag TG: 78042-MBS-MT Tag L3: C12a	1,871.94	1,871.94
15	1.00 Each	Pollack Freight–Ship To	71.43	71.43

		FREIGHT OFS OPTION: Ship To:OFS Plant 8, Attn- COM Department, 1008 North Chestnut Street, Huntingburg, IN 47542 Mark Line For: Tag L3: C12a		
16	9.00 Each	Pollack 2373-09--- Flex Grape Soda OPTION: :Ship to OFS OPTION: :Yardage to be from same lot Mark Line For: Tag L3: C12a	88.57	797.13
17	1.00 Each	Pollack 2373-09--- Flex Grape Soda, .75 yard OPTION: :Ship to OFS OPTION: :Yardage to be from same lot Mark Line For: Tag L3: C12a	66.43	66.43
18	1.00 Each	Jasper Group INB1860-31OVB--BP-STM-COM-TOR-MTG Indie Oval Bench- 18d x 60w x 31h OPTION: BP:Paint Colors OPTION: STM:Storm OPTION: COM:Customer's Own Material OPTION: TOR:POLLACK â€" FLEX, GRAPE SODA OPTION: MTG:Rubber Cushion Metal Glides (Standard) Mark Line For: Tag TG: INB1860-31OVB Tag L1: YA Tag L3: C12b	1,155.73	1,155.73
19	1.00 Each	Jasper Group INB1860-19OVB--BP-STM-F-Stinson-Kid-TOR-MTG Indie Oval Bench- 18d x 60w x 19h OPTION: BP:Paint Colors OPTION: STM:Storm OPTION: F:Grade F OPTION: Stinson:Stinson Fabric OPTION: Kid:Kid OPTION: TOR:KID38 GRAPE OPTION: MTG:Rubber Cushion Metal Glides (Standard) Mark Line For: Tag TG: INB1860-19OVB Tag L1: YA Tag L3: C12b	1,333.39	1,333.39
20	1.00 Each	Pollack Freight–Ship To FREIGHT JSI OPTION: Ship To:JSI Attn- COM Department 201 East Martin Street Receiving B, Dock 71 Orleans, IN 47452 Mark Line For: Tag L3: C12b	71.43	71.43

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21	5.00 Each	Pollack 2373-09--- Flex Grape Soda OPTION: :Ship to JSI OPTION: :Yardage to be from same lot Mark Line For: Tag L3: C12b	88.57	442.85
22	1.00 Each	Pollack 2373-09--- Flex Grape Soda, .75 yard OPTION: :Ship to JSI OPTION: :Yardage to be from same lot Mark Line For: Tag L3: C12b	66.43	66.43
23	1.00 Each	Maharam Freight--Ship To FREIGHT OM Seating OPTION: Ship To:OM Seating, C/O â€“ C.O.M. and Fabrics Dept 1110 South Mildred Avenue Ontario, CA 91761 Mark Line For: Tag L3: C13	115.86	115.86
24	5.00 Each	Maharam 466612-006--- Hive Downstream OPTION: :Ship to OM Seating OPTION: :Yardage to be from same lot Mark Line For: Tag L3: C13	80.00	400.00
25	2.00 Each	Office Master Inc / OM PLT-BT-REC-CAS--REC-J0030-55MS-GR04-GR1-COM-GR1-COM-GR1-COM Plot Twist with Backrest-Rectangle Tablet-Caster Base OPTION: REC:REC - Rectangle Tablet 12 in. x 14 in. OPTION: J0030:J0030 - Fenix Blanco Alaska OPTION: 55MS:55MS - 55mm Multi-Surface Soft Caster OPTION: GR04:GR04 - Graphite Base Finish OPTION: GR1:Grade 1/COM - Basic, Celestial, Spice and Type OPTION: COM:Customer's Own Materials - Mahram â€“ Hive, Downstream OPTION: GR1:Grade 1/COM - Basic, Celestial, Spice and Type OPTION: COM:Customer's Own Materials - Mahram â€“ Hive, Downstream OPTION: GR1:Grade 1/COM - Basic, Celestial, Spice and Type OPTION: COM:Customer's Own Materials- Mahram â€“ Hive, Downstream Mark Line For: Tag L1: YA Tag L3: C13	950.56	1,901.12
26	4.00 Each	Leland International HFC-P-SH12--HANDY POLYPROPYLENE-IN handy childrenâ€™s stool Poly Shell 12H OPTION: HANDY POLYPROPYLENE:Shell Color OPTION: IN:IN-Ink Mark Line For: Tag L1: CHILDREN Tag L3: C14	88.30	353.20

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27	4.00 Each	Leland International HFC-P-SH12--HANDY POLYPROPYLENE-WT handy childrenâ€™s stool Poly Shell 12H OPTION: HANDY POLYPROPYLENE:Shell Color OPTION: WT:WT-White Mark Line For: Tag L1: CHILDREN Tag L3: C14	88.30	353.20
28	4.00 Each	Leland International HFC-P-SH12--HANDY POLYPROPYLENE-OR handy childrenâ€™s stool Poly Shell 12H OPTION: HANDY POLYPROPYLENE:Shell Color OPTION: OR:OR-Orange Mark Line For: Tag L1: CHILDREN Tag L3: C14	88.30	353.20
29	1.00 Each	Vitra FREIGHT VITRA FREIGHT Mark Line For: Tag L1: CHILDREN Tag L3: C14B	427.14	427.14
30	4.00 Each	Vitra 44003500--28-KA Panton Chair (new height) OPTION: 28:Classic Red OPTION: KA:Packaging- optimized box (standard) Mark Line For: Tag L1: CHILDREN Tag L3: C14B	360.71	1,442.84
31	1.00 Each	DesignTex Freight--Ship To FREIGHT HERMAN MILLER OPTION: Ship To:Herman Miller 10201 Adams St Raw Receiving Holland MI 49424 Mark Line For: Tag L3: C15	95.71	95.71
32	5.00 Each	DesignTex 3878-902--- Jumper Fireworks OPTION: :Ship to Herman Miller OPTION: :Yardage to be from same lot Mark Line For: Tag L3: C15	114.28	571.40
33	2.00 Each	Herman Miller NOPIP10GLN--N-COM-AX0E @Pippin Lounge Chair,lounge chair,glides,no strap handle OPTION: N:@no selection OPTION: COM:@customer's own material-Pr Cat (NaughtOne) 0 OPTION: AX0E:DESIGNTEX - JUMPER, FIREWORKS Mark Line For: Tag L1: CHILDREN Tag L3: C15	1,368.00	2,736.00

34	37.00 Each	Leland International Custom Charge Rubber glides for Omena Mark Line For: Tag L3: C16a	8.00	296.00
35	1.00 Each	Leland International Freight Leland Freight Mark Line For: Tag L3: C16a	1,562.09	1,562.09
36	24.00 Each	Leland International OMSWU-O--OMENA OAK VENEER-O-OMENA OAK SHELL FINISH-69M-OMENA-SIDE-O-COM-COM-OMENA GLIDES-S Omena Side Chair Oak Veneer Shell/Base, Upholstered Seat OPTION: OMENA OAK VENEER:Shell Veneer OPTION: O:O - Oak OPTION: OMENA OAK SHELL FINISH:Shell/Leg Finish OPTION: 69M:69M - Dune OPTION: OMENA-SIDE-O:Upholstery Selection OPTION: COM:COM OPTION: COM:Momentum- Antares, Magnitude OPTION: OMENA GLIDES:Glides Type OPTION: S:S - Rubber Mark Line For: Tag TG: OMSWU-O Tag L1: ADULT Tag L3: C16a	492.03	11,808.72
37	1.00 Each	Momentum Group Freight--Ship to Freight To Leland OPTION: Ship to:LELAND INTERNATIONAL 5695 Eagle Drive SE Grand Rapids, Michigan 49512 Mark Line For: Tag L3: C16a	91.43	91.43
38	12.00 Each	Momentum Group 09308715--- ANTARES - MAGNITUDE OPTION: :Ship to Leland OPTION: :Yardage to be from same lot Mark Line For: Tag L3: C16a	44.29	531.48
39	6.00 Each	Leland International OMSWU-O--OMENA OAK VENEER-O-OMENA OAK SHELL FINISH-69M-OMENA-SIDE-O-COM-COM-OMENA GLIDES-S Omena Side Chair Oak Veneer Shell/Base, Upholstered Seat OPTION: OMENA OAK VENEER:Shell Veneer OPTION: O:O - Oak OPTION: OMENA OAK SHELL FINISH:Shell/Leg Finish OPTION: 69M:69M - Dune OPTION: OMENA-SIDE-O:Upholstery Selection OPTION: COM:COM OPTION: COM:Maharam - Beck, Praxis	492.03	2,952.18

		OPTION: OMENA GLIDES:Glides Type OPTION: S:S - Rubber Mark Line For: Tag TG: OMSWU-O Tag L1: ADULT Tag L3: C16a.1		
40	3.00 Each	Maharam 466570â€"015— Beck Praxis OPTION: :Ship to Leland OPTION: :Yardage to be from same lot Mark Line For: Tag L3: C16a.1	94.29	282.87
41	1.00 Each	Maharam Freight--Ship To FREIGHT Leland OPTION: Ship To:LELAND INTERNATIONAL 5695 Eagle Drive SE Grand Rapids, Michigan 49512 Mark Line For: Tag L3: C16a.1	102.86	102.86
42	3.00 Each	Maharam 466570â€"015--- Beck Semblance OPTION: :Ship to Leland OPTION: :Yardage to be from same lot Mark Line For: Tag L3: C16a.2	94.29	282.87
43	1.00 Each	Maharam 466570â€"015--- Beck Semblance, 0.5 yard OPTION: :Ship to Leland OPTION: :Yardage to be from same lot Mark Line For: Tag L3: C16a.2	47.14	47.14
44	7.00 Each	Leland International OMSWU-O--OMENA OAK VENEER-O-OMENA OAK SHELL FINISH-69M-OMENA-SIDE-O-COM-COM-OMENA GLIDES-S Omena Side Chair Oak Veneer Shell/Base, Upholstered Seat OPTION: OMENA OAK VENEER:Shell Veneer OPTION: O:O - Oak OPTION: OMENA OAK SHELL FINISH:Shell/Leg Finish OPTION: 69M:69M - Dune OPTION: OMENA-SIDE-O:Upholstery Selection OPTION: COM:COM OPTION: COM:Maharam - Beck, Semblance OPTION: OMENA GLIDES:Glides Type OPTION: S:S - Rubber Mark Line For: Tag TG: OMSWU-O Tag L1: ADULT Tag L3: C16a.2	492.03	3,444.21
45	1.00	Maharam	106.00	106.00

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	Each	Freight--Ship To FREIGHT Leland OPTION: Ship To:LELAND INTERNATIONAL 5695 Eagle Drive SE Grand Rapids, Michigan 49512 Mark Line For: Tag L3: C16a.2		
46	5.00 Each	Herman Miller NOPLN100SP--R40-R40-COM-AH1U-PG @Polly Chair, 4-leg Base, No Arm, Seat Pad OPTION: R40:+steel blue RAL 5011 OPTION: R40:+steel blue RAL 5011 OPTION: COM:@customer's own material-Pr Cat (NaughtOne) 0 OPTION: AH1U:POLLACK, FLEX, GRAPE SODA OPTION: PG:@plastic glides Mark Line For: Tag TG: POLLY Tag L1: Young Adult Tag L3: C16b	410.97	2,054.85
47	1.00 Each	Pollack Freight--Ship To FREIGHT Herman Miller OPTION: Ship To:Herman Miller 10201 Adams St Raw Receiving Holland MI 49424 Mark Line For: Tag TG: Polly Tag L1: Young Adult Tag L3: C16b	92.00	92.00
48	5.00 Each	Pollack 2373-09--- Pollack, Flex, Grape Soda OPTION: :Ship to Herman Miller OPTION: :Yardage to be from same lot Mark Line For: Tag TG: Polly Tag L1: Young Adult Tag L3: C16b	108.57	542.85
49	8.00 Each	Herman Miller PIA1B427AA--AJ-BK-DCR-BB-1HA-03 +Verus Wk Chair, Assembled,TriFlex polymer back,standard-height range,synchronous w/ tilt limiter & seat angle,fully adj arms,adj seat depth,not fire retardant OPTION: AJ:+adjustable lumbar with sacral support OPTION: BK:+black base/black frame OPTION: DCR:+dark carbon OPTION: BB:+2 1/2" hard caster, black yoke, carpet only OPTION: 1HA:+medley-Pr Cat 2 OPTION: 03:+medley charcoal Mark Line For: Tag L1: TASK CHAIRS Tag L3: C1A	618.50	4,948.00
50	4.00 Each	Herman Miller PIA7B416NF--AJ-BK-DCR-BB-1HA-03	529.00	2,116.00

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		+Verus Wk Stool,TriFlex polymer back,std stool ht,synchronous w/ tilt limiter,no arms,fixed seat depth,not fire retardant OPTION: AJ:+adjustable lumbar with sacral support OPTION: BK:+black base/black frame OPTION: DCR:+dark carbon OPTION: BB:+2 1/2" hard caster, black yoke, carpet only OPTION: 1HA:+medley-Pr Cat 2 OPTION: 03:+medley charcoal Mark Line For: Tag L3: C2		
51	1.00 Each	Herman Miller PIA7B416AF--AJ-BK-DCR-BB-1HA-03 +Verus Wk Stool,TriFlex polymer back,std stool ht,synchronous w/ tilt limiter,fully adj arms,fixed seat depth,not fire retardant OPTION: AJ:+adjustable lumbar with sacral support OPTION: BK:+black base/black frame OPTION: DCR:+dark carbon OPTION: BB:+2 1/2" hard caster, black yoke, carpet only OPTION: 1HA:+medley-Pr Cat 2 OPTION: 03:+medley charcoal Mark Line For: Tag L3: C2A	637.50	637.50
52	6.00 Each	National N83GH4WX--MOME-09167013-MOME-09167013-COM-SPECIAL-TOR-YO IDARA,HIGHBACK,4 LEG,WOOD,CONTRAST OPTION: MOME:MOMENTUM GRADE E OPTION: 09167013:BOOM II SAPPHIRE OPTION: MOME:MOMENTUM GRADE E OPTION: 09167013:BOOM II SAPPHIRE OPTION: COM:CUSTOMER'S OWN MATERIAL OPTION: SPECIAL:SEAT UPHOLSTERY PATTERN COLOR OPTION: TOR:CF STINSON, KID, MIDNIGHT OPTION: YO:MONTEREY Mark Line For: Tag L1: Adult Tag L3: C3	1,877.40	11,264.40
53	1.00 Each	CF Stinson Freight--Ship To FREIGHT TO KIMBALL OPTION: Ship To:Kimball International Attn- COM Department 340 E 11th Avenue Jasper, IN 47546 Mark Line For: Tag L3: C3/C6	37.14	37.14
54	10.00 Each	CF Stinson KID35--- Kid Midnight OPTION: :Ship to Kimball OPTION: :Yardage to be from same lot Mark Line For: Tag L3: C3/C6	64.21	642.10
55	8.00	Jasper Group	1,366.76	10,934.08

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	Each	TK1611--F-ArcCom-Polished-TOR-PBC-PSC-SF-EGRC-NAC Teekan Single Seat Lounge- 27 1/2d x 30 1/2w x 31h OPTION: F:Grade F OPTION: ArcCom:ArcCom Fabric OPTION: Polished:Polished OPTION: TOR:AC-60763 SADDLE #24 OPTION: PBC:Plain Back OPTION: PSC:Plain Seat OPTION: SF:Wood Maple Sled OPTION: EGRC:Egret Coordinate OPTION: NAC:No Arm Cap Mark Line For: Tag TG: TK1611 Tag L3: C4		
56	1.00 Each	Jasper Group PLCFB02T--I-Other I-TOR-V-DC2-BUF-NSP-WF-WOF-BUF Poet Cube Two Seat Bench - Table - 21 1/2d x 65 1/2w x 17 1/2h OPTION: I:Grade I (Single Pattern/Colorway) OPTION: Other I:Other Grade I Fabric OPTION: TOR:KNOLL, FEELING PLAID, ENLIGHTENED OPTION: V:Veneer Surface OPTION: DC2:Double Cut Veneer OPTION: BUF:Buff - Oak Pattern OPTION: NSP:No Surface Power OPTION: WF:Wood Foot OPTION: WOF:White Oak Foot OPTION: BUF:Buff Mark Line For: Tag TG: PLCFB02T Tag L1: Adult Tag L3: C5	1,974.94	1,974.94
57	3.00 Each	National N83GM4WX--MHME-466444_012-MHME-466444_012-MHMK-466392_014-YO IDARA,MIDBACK,4 LEG,WOOD,CONTRAST OPTION: MHME:MAHARAM GRADE E OPTION: 466444_012:MERIT STEEL OPTION: MHME:MAHARAM GRADE E OPTION: 466444_012:MERIT STEEL OPTION: MHMK:MAHARAM GRADE K OPTION: 466392_014:APT FLUID OPTION: YO:MONTEREY Mark Line For: Tag L1: Adult Tag L3: C6	1,771.20	5,313.60
58	6.00 Each	National N83GM4WX--COM-SPECIAL-TOR-COM-SPECIAL-TOR-COM-SPECIAL-TOR-YO IDARA,MIDBACK,4 LEG,WOOD,CONTRAST OPTION: COM:CUSTOMER'S OWN MATERIAL	1,460.70	8,764.20

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		OPTION: SPECIAL:BACK UPHOLSTERY PATTERN COLOR OPTION: TOR:KNOLL, COZY CORD, MIDNIGHT BLUE OPTION: COM:CUSTOMER'S OWN MATERIAL OPTION: SPECIAL:EXTREME BACK UPH PATTERN COLOR OPTION: TOR:KNOLL, COZY CORD, MIDNIGHT BLUE OPTION: COM:CUSTOMER'S OWN MATERIAL OPTION: SPECIAL:SEAT UPHOLSTERY PATTERN COLOR OPTION: TOR:CF STINSON, KID, MIDNIGHT OPTION: YO:MONTEREY Mark Line For: Tag L1: Adult Tag L3: C6		
59	24.00 Each	Knoll K2407--12-- Cozy Cord OPTION: 12:COL- Midnight Blue OPTION: :Shipt to Kimball OPTION: :Yardage to be from same lot Mark Line For: Tag L3: C6	45.71	1,097.04
60	1.00 Each	Knoll Freight--Ship To FREIGHT Kimball OPTION: Ship To:Kimball International Attn- COM Department 340 E 11th Avenue Jasper, IN 47546 Mark Line For: Tag L3: C6/T2a	141.43	141.43
61	2.00 Each	Herman Miller JOC--GHC +Pronta Cart by Herman Miller OPTION: GHC:+4" soft wheel casters, hard floors or carpet Mark Line For: Tag L3: C7	582.97	1,165.94
62	72.00 Each	Herman Miller JOS--PBL-PBL-NG @Pronta Stacking Chair by Herman Miller OPTION: PBL:+peacock OPTION: PBL:+peacock OPTION: NG:+no glide, carpet only Mark Line For: Tag TG: JOS Tag L3: C7	142.59	10,266.48
63	6.00 Each	Herman Miller JOS--PBL-PBL-SG @Pronta Stacking Chair by Herman Miller OPTION: PBL:+peacock OPTION: PBL:+peacock OPTION: SG:+standard glide Mark Line For: Tag TG: JOS Tag L3: C7A	145.02	870.12
64	8.00	Sit On It Seating	403.42	3,227.36

	Each	1012FT3.US--FC1-B17-C14-SC18-~-FG9-~-TOR-UC Lumin, Light Task Chair, Upholstered Seat & Plastic Back, Armless OPTION: FC1:Black Frame OPTION: B17:Black Nylon Base OPTION: C14:Hard Floor and Carpet Casters OPTION: SC18:Sterling OPTION: ~:No Selection OPTION: FG9:Fabric Grade 9 OPTION: ~:Pattern Details OPTION: TOR:DESIGNTEX, PINPOINT, SLATE OPTION: UC:Back Attached to Seat, Base Separate Mark Line For: Tag TG: 1012FT3.US Tag L1: COMPUTER CHAIR Tag L3: C8a		
65	8.00 Each	Sit On It Seating 1012FT3.US--FC1-B17-C15-SC18-~-FG9-~-TOR-UC Lumin, Light Task Chair, Upholstered Seat & Plastic Back, Armless OPTION: FC1:Black Frame OPTION: B17:Black Nylon Base OPTION: C15:55mm Caster, Std OPTION: SC18:Sterling OPTION: ~:No Selection OPTION: FG9:Fabric Grade 9 OPTION: ~:Pattern Details OPTION: TOR:DESIGNTEX, PINPOINT, SLATE OPTION: UC:Back Attached to Seat, Base Separate Mark Line For: Tag TG: 1012FT3.US Tag L1: COMPUTER CHAIR Tag L3: C8b	385.02	3,080.16
66	5.00 Each	Sit On It Seating 1012FT3.US--FC1-B17-C15-SC1-~-FG7-~-TOR-~ Lumin, Light Task Chair, Upholstered Seat & Plastic Back, Armless OPTION: FC1:Black Frame OPTION: B17:Black Nylon Base OPTION: C15:55mm Caster, Std OPTION: SC1:Black OPTION: ~:No Selection OPTION: FG7:Fabric Grade 7 OPTION: ~:No Selection OPTION: TOR:MAHARAM, HIVE, DOWNSTREAM OPTION: ~:Std Packaging Mark Line For: Tag TG: 1012FT3.US Tag L1: STDY/CONF CHAIR Tag L3: C8b	334.42	1,672.10
67	2.00 Each	Knoll MFIBSTWODBF–BLCK-BLCK Fiber Bar Stool, 29-1/2", Wood Base, Fiber Shell	416.57	833.14

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		OPTION: BLCK:BASE- Black OPTION: BLCK:SHELL- Black Mark Line For: Tag L1: Adult CATALOG TBL Tag L3: C9A		
68	1.00 Each	Knoll MFIBSTWODBF–OAK-WHIT Fiber Bar Stool, 29-1/2", Wood Base, Fiber Shell OPTION: OAK:BASE- Oak OPTION: WHIT:SHELL- White Mark Line For: Tag L1: Youth CATALOG TBL Tag L3: C9B	416.57	416.57
69	2.00 Each	Knoll KSPEC4 Set of 4 cores/keys (black) Mark Line For: Tag TG: D1 Tag L3: D1	0.00	0.00
70	2.00 Each	Knoll KBWS54 k. base Worksurface Stiffener, 50W, for use with 66W (63" and 64") tops Mark Line For: Tag TG: D1 Tag L3: D1	38.43	76.86
71	2.00 Each	Knoll RSDHC3–612 Base Support Column, 3" diameter OPTION: 612:PAINT- Medium Metallic Grey Mark Line For: Tag TG: D1 Tag L3: D1	210.11	420.22
72	4.00 Each	Knoll DS1WM30--612 Overhead Wall Mount Bracket, 30W OPTION: 612:PAINT- Medium Metallic Grey (smooth) Mark Line For: Tag TG: D1 Tag L3: D1	42.53	170.12
73	2.00 Each	Knoll RDHPM62--(L)-LBA Partial/Half Height Modesty Panel, 62Wx12H OPTION: (L):Laminate OPTION: LBA:LAM- Clear on Ash Mark Line For: Tag TG: D1 Tag L3: D1	201.29	402.58
74	4.00 Each	Knoll RPDHB19--(L)-(CORE)-LBA Pedestal Back, 19Wx28-3/8H, for 28-3/8" planning OPTION: (L):Laminate OPTION: (CORE):Core Laminates OPTION: LBA:LAM- Clear on Ash	126.32	505.28

		Mark Line For: Tag TG: D1 Tag L3: D1		
75	2.00 Each	Knoll KBCEA30GD--(70)-(1)-KBB k. base, 30D, Height Adjustable Table Base, C-Leg, Standard Electric, Adjustable Width Base, with glides, with digital switch OPTION: (70):For use with 70W Top OPTION: (1):Desk Height (29H) OPTION: KBB:BASE- Black Mark Line For: Tag TG: D1 Tag L3: D1	624.02	1,248.04
76	2.00 Each	Knoll RSD602--N-~-(L)-(CORE)-98-98 Worksurface, Rectangular, 60Wx24Dx1-1/2H OPTION: N:No Grommet OPTION: ~:No grommet finish necessary OPTION: (L):TOP- Laminate OPTION: (CORE):Core Laminates OPTION: 98:LAM- Studio White OPTION: 98:EDGE- Studio White Mark Line For: Tag TG: D1 Tag L3: D1	270.59	541.18
77	2.00 Each	Knoll KBTRR7029N--(L)-98-98 Reff Profiles Worksurface, Rectangular, 70Wx29D, no grommet (for use with k. base) OPTION: (L):Laminate OPTION: 98:LAM- Studio White OPTION: 98:EDGE- Studio White Mark Line For: Tag TG: D1 Tag L3: D1	285.71	571.42
78	2.00 Each	Knoll DS3PML60L--612T-LBA-LBA-(KEYALIKE)-(LOCK2) Horizon Overhead Cabinet with 2 Laminate Flip-Up Doors, 60W, with Lock OPTION: 612T:CASE- Medium Metallic Grey (Textured) OPTION: LBA:DOOR- Clear on Ash OPTION: LBA:DOOR EDGE- Clear on Ash OPTION: (KEYALIKE):LOCK- Keyed Alike OPTION: (LOCK2):Specify 2 lock cores & keys separately Mark Line For: Tag TG: D1 Tag L3: D1	753.17	1,506.34
79	2.00 Each	Knoll R2P162J--(L)-(CORE)-LBA-(L)-(CORE)-LBA-M-T-612-L-B-(KEYALIKE)-(LOCK) Pedestal, Box/Box/File, 16Wx23Dx28-3/8H, Stepped Base, for 28-3/8" planning OPTION: (L):CASE- Laminate	676.31	1,352.62

		OPTION: (CORE):Core Laminates OPTION: LBA:LAM- Clear on Ash OPTION: (L):FRONT- Laminate OPTION: (CORE):Core Laminates OPTION: LBA:LAM- Clear on Ash OPTION: M:INT- Metal OPTION: T:Tab Pull OPTION: 612:PULL- Medium Metallic Grey OPTION: L:Lock Hole Drilled OPTION: B:Black lock OPTION: (KEYALIKE):LOCK- Keyed Alike OPTION: (LOCK):Specify lock core & key separately Mark Line For: Tag TG: D1 Tag L3: D1		
80	2.00 Each	Knoll R2P162K--(L)-(CORE)-LBA-(L)-(CORE)-LBA-M-T-612-L-B-(KEYALIKE)-(LOCK) Pedestal, File/File, 16Wx23Dx28-3/8H, Stepped Base, for 28-3/8" planning OPTION: (L):CASE- Laminate OPTION: (CORE):Core Laminates OPTION: LBA:LAM- Clear on Ash OPTION: (L):FRONT- Laminate OPTION: (CORE):Core Laminates OPTION: LBA:LAM- Clear on Ash OPTION: M:INT- Metal OPTION: T:Tab Pull OPTION: 612:PULL- Medium Metallic Grey OPTION: L:Lock Hole Drilled OPTION: B:Black lock OPTION: (KEYALIKE):LOCK- Keyed Alike OPTION: (LOCK):Specify lock core & key separately Mark Line For: Tag TG: D1 Tag L3: D1	633.78	1,267.56
81	2.00 Each	DesignTex 3043-304--- Beguiled By the Wild: Orchid Mantis OPTION: :Ship to Leland OPTION: :Yardage to be from same lot Mark Line For: Tag L1: CHILDREN Tag L3: O1	88.57	177.14
82	2.00 Each	DesignTex 3043-406--- Beguiled By the Wild: Teal Owl OPTION: :Ship to Leland OPTION: :Yardage to be from same lot Mark Line For: Tag L1: CHILDREN Tag L3: O1	88.57	177.14

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83	1.00 Each	Leland International BSA--93-COM-3043-304-BEACH BASE FINISH-BTP Beach Stone A Fully Upholstered OPTION: 93:Upholstery Selection OPTION: COM:COM OPTION: 3043:Designtex - Beguiled By the Wild OPTION: 304:Orchid Mantis OPTION: BEACH BASE FINISH:Base Finish OPTION: BTP:BTP - Black Textured Powder Coat Mark Line For: Tag TG: BSA Tag L1: CHILDREN Tag L3: O1	456.62	456.62
84	1.00 Each	Leland International BSA--93-COM-3043-406-BEACH BASE FINISH-BTP Beach Stone A Fully Upholstered OPTION: 93:Upholstery Selection OPTION: COM:COM OPTION: 3043:Designtex - Beguiled By the Wild OPTION: 406:Teal Owl OPTION: BEACH BASE FINISH:Base Finish OPTION: BTP:BTP - Black Textured Powder Coat Mark Line For: Tag TG: BSA Tag L1: CHILDREN Tag L3: O1	456.62	456.62
85	1.00 Each	DesignTex Freight–Ship To FREIGHT TO LELAND OPTION: Ship To:LELAND INTERNATIONAL 5695 Eagle Drive SE Grand Rapids, Michigan 49512 Mark Line For: Tag L3: O2	97.14	97.14
86	1.00 Each	DesignTex 3043-502--- Beguiled By the Wild: Tortoise OPTION: :Ship to Leland OPTION: :Yardage to be from same lot Mark Line For: Tag L3: O2	88.57	88.57
87	1.00 Each	DesignTex 3043-502--- Beguiled By the Wild: Tortoise, 0.5 yard OPTION: :Ship to Leland OPTION: :Yardage to be from same lot Mark Line For: Tag L3: O2	44.29	44.29
88	1.00 Each	Leland International BSB--92-COM-3043-502-BEACH BASE FINISH-BTP Beach Stone B Fully Upholstered OPTION: 92:Upholstery Selection OPTION: COM:COM	478.34	478.34

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		OPTION: 3043:Designtex - Beguiled By the Wild OPTION: 502:Tortoise OPTION: BEACH BASE FINISH:Base Finish OPTION: BTP:BTP - Black Textured Powder Coat Mark Line For: Tag TG: BSB Tag L1: CHILDREN Tag L3: O2		
89	4.00 Each	Herman Miller LG500.3638--SS-SNC +Bookcase 36W 38H OPTION: SS:+smooth paint on smooth steel OPTION: SNC:+satin carbon Mark Line For: Tag TG: BC/36/3H Tag L3: S-6	624.50	2,498.00
90	3.00 Each	Herman Miller LG500.3664--SS-SNC +Bookcase 36W 64H OPTION: SS:+smooth paint on smooth steel OPTION: SNC:+satin carbon Mark Line For: Tag TG: BC/36/5H Tag L3: S-7	688.53	2,065.59
91	5.00 Each	Herman Miller LW410.36--SS-SNC-KA +Add-On Overfile,W-Pull,36W OPTION: SS:+smooth paint on smooth steel OPTION: SNC:+satin carbon OPTION: KA:+keyed alike Mark Line For: Tag TG: OF/36 Tag L1: OPT1 Tag L3: S1	647.31	3,236.55
92	5.00 Each	Herman Miller LW200.363--SS-SNC-KA-CB-2R +Lat File,W-Pull Freestd 3 Dwr 36W OPTION: SS:+smooth paint on smooth steel OPTION: SNC:+satin carbon OPTION: KA:+keyed alike OPTION: CB:+counterweight (recommended) OPTION: 2R:+side-to-side filing rail Mark Line For: Tag TG: LF/36/3H Tag L1: OPT1 Tag L3: S1	774.64	3,873.20
93	12.00 Each	Herman Miller 232092---250 +Lock Plug and Key,Black UM Series OPTION: 250:+key number 250 Mark Line For: Tag L3: S1	4.00	48.00

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94	8.00 Each	Herman Miller 232092---232 +Lock Plug and Key,Black UM Series OPTION: 232:+key number 232 Mark Line For: Tag L3: S1	4.00	32.00
95	13.00 Each	Herman Miller LW400.3038--SS-SNC-KA +Storage Case,W-Pull 30W 38H OPTION: SS:+smooth paint on smooth steel OPTION: SNC:+satin carbon OPTION: KA:+keyed alike Mark Line For: Tag TG: SC/30/38 Tag L3: S2	709.14	9,218.82
96	13.00 Each	Herman Miller 232092---250 +Lock Plug and Key,Black UM Series OPTION: 250:+key number 250 Mark Line For: Tag L3: S2	4.00	52.00
97	4.00 Each	Herman Miller LW400.3026--SS-SNC-KA +Storage Case,W-Pull 30W 26H OPTION: SS:+smooth paint on smooth steel OPTION: SNC:+satin carbon OPTION: KA:+keyed alike Mark Line For: Tag L3: S2a	590.27	2,361.08
98	3.00 Each	Herman Miller LW200.303--SS-SNC-KA-CB-2R +Lat File,W-Pull Freestd 3 Dwr 30W OPTION: SS:+smooth paint on smooth steel OPTION: SNC:+satin carbon OPTION: KA:+keyed alike OPTION: CB:+counterweight (recommended) OPTION: 2R:+side-to-side filing rail Mark Line For: Tag TG: LF/30/3H Tag L1: OPT1 Tag L3: S3	690.74	2,072.22
99	3.00 Each	Herman Miller 232092---250 +Lock Plug and Key,Black UM Series OPTION: 250:+key number 250 Mark Line For: Tag L3: S3	4.00	12.00
100	6.00 Each	Herman Miller LW400.3026--SS-SNC-KA +Storage Case,W-Pull 30W 26H OPTION: SS:+smooth paint on smooth steel OPTION: SNC:+satin carbon	590.27	3,541.62

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		OPTION: KA:+keyed alike Mark Line For: Tag TG: SC/30/26 Tag L3: S4		
101	6.00 Each	Herman Miller 232092---250 +Lock Plug and Key,Black UM Series OPTION: 250:+key number 250 Mark Line For: Tag L3: S4	4.00	24.00
102	10.00 Each	Herman Miller LW110.20BF--SB-SS-SNC-KD-NN-HN +Ped W-Pull,Mobile 20D B/F OPTION: SB:+full-extension ball-bearing OPTION: SS:+smooth paint on smooth steel OPTION: SNC:+satin carbon OPTION: KD:+keyed differently, black OPTION: NN:+none OPTION: HN:+no hand grip Mark Line For: Tag TG: M/BF Tag L1: OPT1 Tag L3: S5	295.50	2,955.00
103	8.00 Each	Kimball International 58K36RDCXWSS–RN-405-STD-YO RIFFEL,36DIA,ROUND TABLE,WOOD COFFEE X BASE,SOLID SURF TOP OPTION: RN:REVERSE BULLNOSE OPTION: 405:DESIGNER WHITE OPTION: STD:STANDARD GROUP 1 OPTION: YO:MONTEREY Mark Line For: Tag TG: 58K36RDCXWSS Tag L1: Adult Tag L3: T1	1,443.20	11,545.60
104	1.00 Each	Sit On It Seating 3272TBT15PTR4848TH29--BF03-LS18 Parallon Base, Disc Base (Power Ready), For 48" Round Tabletop, 29" Height OPTION: BF03:Black OPTION: LS18:Fixed / Glides Mark Line For: Tag TG: 3272TBT15PTR4848TH29 Tag L1: OPT2 Tag L3: T10	310.04	310.04
105	1.00 Each	Sit On It Seating 3271.TBT15.TR4848--GR2-TL13-TE5 Parallon Tabletop, Disc Base, 48" Round OPTION: GR2:Grade 2 Laminate OPTION: TL13:Field Elm OPTION: TE5:Flat Edge Mark Line For: Tag TG: 3271.TBT15.TR4848	316.02	316.02

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		Tag L1: OPT2 Tag L3: T10		
106	2.00 Each	Krueger International Inc RXEEA2054-74PS23351451--/EDR-/LMK-/FN-/GNY-*Modified* *Modified-Ruckus sit height adjustable activity table 20to 33, Rectangle (square corner), 1 1/4" to, 74P edge, 20x54 OPTION: /EDR:Designer White Edge OPTION: /LMK:MARKERBOARD WHITE 459-90 OPTION: /FN:Flannel OPTION: /GNY:Nylon glides OPTION: *Modified*:Top, Rectangule,18"x54" Mark Line For: Tag L3: T11A	438.20	876.40
107	2.00 Each	Krueger International Inc RXEEA2048-74PS23351450--/EDR-/LMK-/FN-/GNY-*Modified* *Modified-Ruckus sit height adjustable activity table 20to 33, Rectangle (square corner), 1 1/4" to, 74P edge, 20x48 OPTION: /EDR:Designer White Edge OPTION: /LMK:MARKERBOARD WHITE 459-90 OPTION: /FN:Flannel OPTION: /GNY:Nylon glides OPTION: *Modified*:Top, Rectangule,18"x24" Mark Line For: Tag L3: T11B	404.79	809.58
108	2.00 Each	Krueger International Inc SUEKA3672-74P--/EDR-Standard-/LMK-/NPB-/FN-/SFT-/CCC-/NNN-/BH-/HFN Stout,Rectangular 40" Fixed Height Table,36x72",Post-Leg,1-1/4" HPL Worksurface w/74P edge OPTION: /EDR:Designer White Edge OPTION: Standard:KI Laminates OPTION: /LMK:Markerboard White 459-90 OPTION: /NPB:No pegboards OPTION: /FN:Flannel OPTION: /SFT:Single footrest OPTION: /CCC:Casters OPTION: /NNN:No power modules OPTION: /BH:Four bag hooks OPTION: /HFN:Flannel Mark Line For: Tag TG: STOUT Tag L1: Maker Space Tag L3: T12	1,273.23	2,546.46
109	6.00 Each	Herman Miller ZCELA--D01-29.49-W05-72-EZ-LBA-LBA Exact Size File Top Squared Vinyl Edge Lam Top OPTION: D01:depth 15.00in - 30.00in OPTION: 29.49:User Entry OPTION: W05:width 60.01in - 72.00in OPTION: 72:User Entry	230.79	1,384.74

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		OPTION: EZ:standard hmi high-pressure laminates OPTION: LBA:clear on ash OPTION: LBA:clear on ash Mark Line For: Tag L3: T13		
110	2.00 Each	Sit On It Seating 3272.TBT4.TS4242TH29--BF03-LS18 Parallon Base, X-Base, For 42" Square Tabletop, 29" Height OPTION: BF03:Black OPTION: LS18:Fixed / Glides Mark Line For: Tag TG: 3272.TBT4.TR4242TH29 Tag L1: OPT2 Tag L3: T14	163.76	327.52
111	2.00 Each	Sit On It Seating 3271.TBT4.TS4242--GR2-TL13-TE5 Parallon Tabletop, X-Base, 42" Square OPTION: GR2:Grade 2 Laminate OPTION: TL13:Field Elm OPTION: TE5:Flat Edge Mark Line For: Tag TG: 3271.TBT4.TS4242 Tag L1: OPT2 Tag L3: T14	265.88	531.76
112	16.00 Each	Sit On It Seating 3272.TBT2.TZ2460--TE5-BF03-LS19 Parallon Base, Flip-Top T-Leg, For 24"D x 60"W Tabletop OPTION: TE5:Flat Edge OPTION: BF03:Black OPTION: LS19:Casters (2 locking / 2 non locking) Mark Line For: Tag TG: 3272.TBT2.TZ2460 Tag L1: OPT2 Tag L3: T15	332.58	5,321.28
113	16.00 Each	Sit On It Seating 3271.TBT2.TZ2460--GR2-TL13-TE5-GP00-BNDL00 Parallon Tabletop, Flip-Top T-Leg, 24"D x 60"W Rectangle OPTION: GR2:Grade 2 Laminate OPTION: TL13:Field Elm OPTION: TE5:Flat Edge OPTION: GP00:*** No Grommets *** OPTION: BNDL00:No Bundle Pilot Holes Mark Line For: Tag TG: 3271.TBT2.TZ2460 Tag L1: OPT2 Tag L3: T15	223.56	3,576.96
114	3.00 Each	Kimball International K92RO2018U--COM-SPECIAL-TOR-COM-SPECIAL-TOR-MATCH-X-CHESTNUT-C22 JOELLE,OTTOMAN,ROUND,20WX18H,18H,UPHOLSTERED TOP OPTION: COM:CUSTOMER'S OWN MATERIAL OPTION: SPECIAL:SEAT UPHOLSTERY PATTERN COLOR	509.85	1,529.55

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		OPTION: TOR:KNOLL TEXTILES, FEELING PLAID, ENLIGHTENED OPTION: COM:CUSTOMER'S OWN MATERIAL OPTION: SPECIAL:PRIMARY UPH PATTERN COLOR OPTION: TOR:KNOLL TEXTILES, FEELING PLAID, ENLIGHTENED OPTION: MATCH:CLOSEST MATCH OPTION: X:NONE OPTION: CHESTNUT:MEDIUM BROWN LEATHER OPTION: C22:3/4" SOFT GLIDE Mark Line For: Tag L1: ADULT Tag L3: T2A		
115	5.00 Each	Knoll K2150--4-- Feeling Plaid OPTION: 4:COL- Feeling Enlightened OPTION: :Ship to Kimball OPTION: :Yardage to be from same lot Mark Line For: Tag L1: Joelle Ottomans Tag L3: T2A	153.57	767.85
116	1.00 Each	Knoll K2150--4-- Feeling Plaid, 0.5 yard OPTION: 4:COL- Feeling Enlightened OPTION: :Ship to Kimball OPTION: :Yardage to be from same lot Mark Line For: Tag L1: Joelle Ottomans Tag L3: T2A	76.79	76.79
117	1.00 Each	Knoll ACTPWPC3636132EUSBC--701 Power Cube, 36Wx36Dx13H, electrical outlets/USB-A+C on two sides, hard wired OPTION: 701:Markerboard White Mark Line For: Tag L1: OPT1 Tag L3: T2B	1,584.77	1,584.77
118	5.00 Each	Herman Miller NOFTN630--R23-Q55 @Fold Rectangular Table, 2200 x 900mm OPTION: R23:@black grey RAL 7021 OPTION: Q55:@lino pewter 4155 Mark Line For: Tag TG: FOLD Tag L1: ADULT Tag L3: T3	3,503.79	17,518.95
119	4.00 Each	Herman Miller HZ510.57 OE1 Stiffener Mark Line For: Tag TG: 57S Tag L1: COMPUTER TABLE Tag L3: T4	33.08	132.32

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120	2.00 Each	Herman Miller HZ730.08 OE1 Power Harness Mark Line For: Tag TG: 08 Tag L1: COMPUTER TABLE Tag L3: T4	69.83	139.66
121	2.00 Each	Herman Miller HZ720.72B--BK +OE1 Pwr Entry Cover,72" l,for use w/ accessory bridge OPTION: BK:+black Mark Line For: Tag L1: COMPUTER TABLE Tag L3: T4	64.31	128.62
122	2.00 Each	Herman Miller HZ520.3P--BK OE1 Accessory Bridge OPTION: BK:black Mark Line For: Tag TG: 3P Tag L1: COMPUTER TABLE Tag L3: T4	263.87	527.74
123	2.00 Each	Herman Miller HZ525.--BK OE1 End Caps for Accessory Bridge 2/Pkg OPTION: BK:black Mark Line For: Tag L1: COMPUTER TABLE Tag L3: T4	61.01	122.02
124	1.00 Each	Herman Miller HZ750.AN--BK OE1 Receptacle, 4-Circuit, 15 Amp (Package of 4) OPTION: BK:black Mark Line For: Tag TG: AN Tag L1: COMPUTER TABLE Tag L3: T4	58.07	58.07
125	1.00 Each	Herman Miller HZ750.BN--BK OE1 Receptacle, 4-Circuit, 15 Amp (Package of 4) OPTION: BK:black Mark Line For: Tag TG: BN Tag L1: COMPUTER TABLE Tag L3: T4	58.07	58.07
126	16.00 Each	Herman Miller HZ500.--G1-G +OE1 Teardrop Leg OPTION: G1:+graphite OPTION: G:+glides Mark Line For: Tag L1: COMPUTER TABLE Tag L3: T4	74.24	1,187.84

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127	4.00 Each	Herman Miller HZ505S.3072L--NC-LBA-LBA +OE1 Worksurface, Rectangle,sq-edge,30" d,72" w,high-pressure lam top/ thermoplastic edge OPTION: NC:+no cutout OPTION: LBA:+clear on ash OPTION: LBA:+clear on ash Mark Line For: Tag TG: 30/72L Tag L1: COMPUTER TABLE Tag L3: T4	319.73	1,278.92
128	1.00 Each	OFS Brands KT2-W8430KTC--MRO-ZP-QR Kintra 84"W x 30"D x 36"H Counter Height Table, Ships KD OPTION: MRO:Linen (MRO) OPTION: ZP:No Shelf OPTION: QR:No Power Cutout (standard) Mark Line For: Tag TG: KT2-M8430KTC Tag L1: OPT1 Tag L3: T5A	3,644.76	3,644.76
129	1.00 Each	Krueger International Inc SUEKA2448-74P--/EDR-Standard-/LMK-/NPB-/FN-/SFT-/GNY-/NNN-/BH-/HFN Stout,Rectangular 40" Fixed Height Table,24x48",Post-Leg,1-1/4" HPL Worksurface w/74P edge OPTION: /EDR:Designer White Edge OPTION: Standard:KI Laminates OPTION: /LMK:Markerboard White 459-90 OPTION: /NPB:No pegboards OPTION: /FN:Flannel OPTION: /SFT:Single footrest OPTION: /GNY:Nylon glides OPTION: /NNN:No power modules OPTION: /BH:Two book bag hooks OPTION: /HFN:Flannel Mark Line For: Tag TG: STOUT Tag L1: Young Adult Tag L3: T5B	827.19	827.19
130	6.00 Each	Sit On It Seating 3272.TBT4.TR3636TH29--BF03-LS18 Parallon Base, X-Base, For 36" Round Tabletop, 29" Height OPTION: BF03:Black OPTION: LS18:Fixed / Glides Mark Line For: Tag L3: T7 & T7b	163.76	982.56
131	6.00 Each	Sit On It Seating 3271.TBT4.TR3636--GR2-TL13-TE5 Parallon Tabletop, X-Base, 36" Round OPTION: GR2:Grade 2 Laminate	238.28	1,429.68

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		OPTION: TL13:Field Elm OPTION: TE5:Flat Edge Mark Line For: Tag L3: T7 & T7b		
132	1.00 Each	Sit On It Seating 3272.TBT4.TR4242TH29--BF03-LS18 Parallon Base, X-Base, For 42" Round Tabletop, 29" Height OPTION: BF03:Black OPTION: LS18:Fixed / Glides Mark Line For: Tag TG: 3272.TBT4.TR2424TH29 Tag L1: OPT2 Tag L3: T8	163.76	163.76
133	1.00 Each	Sit On It Seating 3271.TBT4.TR4242--GR2-TL13-TE5 Parallon Tabletop, X-Base, 42" Round OPTION: GR2:Grade 2 Laminate OPTION: TL13:Field Elm OPTION: TE5:Flat Edge Mark Line For: Tag TG: 3271.TBT4.TR4242 Tag L1: OPT2 Tag L3: T8	265.88	265.88
134	2.00 Each	Leland International QCT-22H-36D-L-V2--Base Finish-Laminate Vendor-Laminate Selection-Edge Type-Edge Finish-Power / Data quince childrenâ€™s table OPTION: Base Finish:Whitewash OPTION: Laminate Vendor:Wilsonart OPTION: Laminate Selection:Frosty White 1573-09 OPTION: Edge Type:1 3/16" Flat PVC OPTION: Edge Finish:W-White OPTION: Power / Data:None Mark Line For: Tag L1: OPT1 Tag L3: T9	631.33	1,262.66
135	11.00 Each	Knoll KBWS54 k. base Worksurface Stiffener, 50W, for use with 66W (63" and 64") tops Mark Line For: Tag TG: WS1 Tag L3: WS1	38.43	422.73
136	11.00 Each	Knoll KBCEA30GD--(70)-(1)-KBB k. base, 30D, Height Adjustable Table Base, C-Leg, Standard Electric, Adjustable Width Base, with glides, with digital switch OPTION: (70):For use with 70W Top OPTION: (1):Desk Height (29H) OPTION: KBB:BASE- Black Mark Line For: Tag TG: WS1 Tag L3: WS1	624.02	6,864.22

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137	11.00 Each	Knoll KBTDR7029N--(LAM)-98-98 Dividends Worksurface, Rectangular, 70Wx30D, no grommet (for use with k. base) OPTION: (LAM):Laminate OPTION: 98:LAM- Studio White OPTION: 98:EDGE- Studio White Mark Line For: Tag TG: WS1 Tag L3: WS1	243.50	2,678.50
138	12.00 Each	Knoll DE18PCNP Power Connector, 2+2 Shared Neutrals, 12" no Post Mark Line For: Tag TG: WS1 Tag L3: WS1	38.75	465.00
139	4.00 Each	Knoll DE18PCWP Power Connector, 2+2 Shared Neutrals, 15" with Post Mark Line For: Tag TG: WS1 Tag L3: WS1	39.69	158.76
140	2.00 Each	Knoll DE18PJ30WP Power Jumper, 2+2 Shared Neutrals, 30" Panel + Post Mark Line For: Tag TG: WS1 Tag L3: WS1	54.18	108.36
141	1.00 Each	Knoll DE18PJ36NP Power Jumper, 2+2 Shared Neutrals, 36" Panel Mark Line For: Tag TG: WS1 Tag L3: WS1	55.13	55.13
142	1.00 Each	Knoll DE18PJ48NP Power Jumper, 2+2 Shared Neutrals, 48" Panel Mark Line For: Tag TG: WS1 Tag L3: WS1	63.95	63.95
143	1.00 Each	Knoll DE18PJ60WP Power Jumper, 2+2 Shared Neutrals, 60" Panel Run Mark Line For: Tag TG: WS1 Tag L3: WS1	69.30	69.30
144	2.00 Each	Knoll DE18PJ66WP Power Jumper, 2+2 Shared Neutrals, 66" Panel Run Mark Line For: Tag TG: WS1 Tag L3: WS1	72.45	144.90
145	1.00 Each	Knoll DE18PJ96WP	86.31	86.31

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		Power Jumper, 2+2 Shared Neutrals, 96" Panel Run Mark Line For: Tag TG: WS1 Tag L3: WS1		
146	4.00 Each	Knoll DE18PM30 Power Module, 2+2 Shared Neutrals, 30"W Panel Mark Line For: Tag TG: WS1 Tag L3: WS1	64.89	259.56
147	23.00 Each	Knoll DE18PM36 Power Module, 2+2 Shared Neutrals, 36"W Panel Mark Line For: Tag TG: WS1 Tag L3: WS1	66.15	1,521.45
148	1.00 Each	Knoll DE18PM48 Power Module, 2+2 Shared Neutrals, 48"W Panel Mark Line For: Tag TG: WS1 Tag L3: WS1	74.66	74.66
149	4.00 Each	Knoll DE18RBI56 Base Power Infeed, 2+2 Shared Neutrals, 56" (reversible) Mark Line For: Tag TG: WS1 Tag L3: WS1	131.04	524.16
150	5.00 Each	Knoll DP8PPC Panel to Panel Connector, In Line, 10 Pack Mark Line For: Tag TG: WS1 Tag L3: WS1	9.14	45.70
151	9.00 Each	Knoll KSPEC2 Set of 2 cores/keys (black) Mark Line For: Tag TG: WS1 Tag L3: WS1	0.00	0.00
152	6.00 Each	Knoll DB1C18L--115T Cantilever Bracket, Left, 18"D, Single Pack OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1 Tag L3: WS1	24.57	147.42
153	5.00 Each	Knoll DB1C18R--115T Cantilever Bracket, Right, 18"D, Single Pack OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1 Tag L3: WS1	24.57	122.85

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154	5.00 Each	Knoll DB1C24L--115T Cantilever Bracket, Left, 24"D, Single Pack OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1 Tag L3: WS1	33.08	165.40
155	6.00 Each	Knoll DB1C24R--115T Cantilever Bracket, Right, 24"D, Single Pack OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1 Tag L3: WS1	33.08	198.48
156	6.00 Each	Knoll DB1PWSL--115T Panel-to-Worksurface Bracket, Left OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1 Tag L3: WS1	3.78	22.68
157	5.00 Each	Knoll DB1PWSR--115T Panel-to-Worksurface Bracket, Right OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1 Tag L3: WS1	3.78	18.90
158	22.00 Each	Knoll DE1DR1SP--115 Duplex Circuit 1 - Single Pack OPTION: 115:PAINT- Medium Grey Mark Line For: Tag TG: WS1 Tag L3: WS1	19.53	429.66
159	22.00 Each	Knoll DE1DR2SP--115 Duplex Circuit 2 - Single Pack OPTION: 115:PAINT- Medium Grey Mark Line For: Tag TG: WS1 Tag L3: WS1	19.53	429.66
160	9.00 Each	Knoll DP5PE42--115T Panel End Assembly, 42H, metal flat OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1 Tag L3: WS1	31.82	286.38
161	43.00 Each	Knoll DP5TCTSP--115T Panel-to-Panel Top Cap Transition, used with metal flat - Single Pack OPTION: 115T:PAINT- Medium Grey (Textured)	2.84	122.12

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		Mark Line For: Tag TG: WS1 Tag L3: WS1		
162	9.00 Each	Knoll DP8CPA4225--115T Two Way Post Assembly "L", 42H, Horizon, metal flat, Top Way OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1 Tag L3: WS1	75.60	680.40
163	1.00 Each	Knoll DP8CPA4235--115T Three Way Post Assembly "T", 42H, Horizon, metal flat, Top Way OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1 Tag L3: WS1	79.38	79.38
164	11.00 Each	Knoll D1R6624N--(CORE)-98-(CORE)-98 Worksurface, Rectangular, 66Wx24D, no grommet OPTION: (CORE):Core Laminates OPTION: 98:LAM- Studio White OPTION: (CORE):Core Edgebands OPTION: 98:EDGE- Studio White Mark Line For: Tag TG: WS1 Tag L3: WS1	182.07	2,002.77
165	22.00 Each	Knoll DP8CMMRR4230--5-115T-K-(CORE)-115T-(W1077)-W107711 Preconfigured Panel, Topway, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 42Hx30W OPTION: 5:TOPCAP- Flat Metal OPTION: 115T:TOPCAP- Medium Grey (Textured) OPTION: K:RACE- with Knockouts OPTION: (CORE):Core Paints OPTION: 115T:RACE- Medium Grey (Textured) OPTION: (W1077):FABRIC- Element (Gr10) OPTION: W107711:COL- Zinc Mark Line For: Tag TG: WS1 Tag L3: WS1	252.32	5,551.04
166	33.00 Each	Knoll DP8CMMRR4236--5-115T-K-(CORE)-115T-(W1077)-W107711 Preconfigured Panel, Topway, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 42Hx36W OPTION: 5:TOPCAP- Flat Metal OPTION: 115T:TOPCAP- Medium Grey (Textured) OPTION: K:RACE- with Knockouts OPTION: (CORE):Core Paints OPTION: 115T:RACE- Medium Grey (Textured) OPTION: (W1077):FABRIC- Element (Gr10) OPTION: W107711:COL- Zinc	274.68	9,064.44

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		Mark Line For: Tag TG: WS1 Tag L3: WS1		
167	2.00 Each	Knoll DP8CMMRR4248--5-115T-K-(CORE)-115T-(W1077)-W107711 Preconfigured Panel, Topway, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 42Hx48W OPTION: 5:TOPCAP- Flat Metal OPTION: 115T:TOPCAP- Medium Grey (Textured) OPTION: K:RACE- with Knockouts OPTION: (CORE):Core Paints OPTION: 115T:RACE- Medium Grey (Textured) OPTION: (W1077):FABRIC- Element (Gr10) OPTION: W107711:COL- Zinc Mark Line For: Tag TG: WS1 Tag L3: WS1	319.41	638.82
168	1.00 Each	Knoll DP8CMMRR4260--5-115T-K-(CORE)-115T-(W1077)-W107711 Preconfigured Panel, Topway, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 42Hx60W OPTION: 5:TOPCAP- Flat Metal OPTION: 115T:TOPCAP- Medium Grey (Textured) OPTION: K:RACE- with Knockouts OPTION: (CORE):Core Paints OPTION: 115T:RACE- Medium Grey (Textured) OPTION: (W1077):FABRIC- Element (Gr10) OPTION: W107711:COL- Zinc Mark Line For: Tag TG: WS1 Tag L3: WS1	379.26	379.26
169	11.00 Each	Knoll DS4PFL24BB--(CORE)-612-(KEYALIKE)-(LOCK) Dividends Series 2 Floorstanding Pedestal, 15Wx24D, File/File, with Back, Recessed Pull, with lock OPTION: (CORE):Core Paints OPTION: 612:PAINT- Medium Metallic Grey (smooth) OPTION: (KEYALIKE):LOCK- Keyed Alike OPTION: (LOCK):Specify lock core & key separately Mark Line For: Tag TG: WS1 Tag L3: WS1	377.69	4,154.59
170	2.00 Each	Knoll KSPEC4 Set of 4 cores/keys (black) Mark Line For: Tag TG: WS2 Tag L3: WS2	0.00	0.00
171	11.00 Each	Knoll DS4PFL24AB--~-(CORE)-612-(KEYALIKE)-(LOCK) Dividends Series 2 Floorstanding Pedestal, 15Wx24D, Box/Box/File, with Back, Recessed Pull, with lock	396.27	4,358.97

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		OPTION: ~:Standard box drawer sides OPTION: (CORE):Core Paints OPTION: 612:PAINT- Medium Metallic Grey (smooth) OPTION: (KEYALIKE):LOCK- Keyed Alike OPTION: (LOCK):Specify lock core & key separately Mark Line For: Tag TG: WS1 Tag L3: WS1		
172	2.00 Each	Knoll DS1WM30--612 Overhead Wall Mount Bracket, 30W OPTION: 612:PAINT- Medium Metallic Grey (smooth) Mark Line For: Tag TG: WS1 Tag L3: WS1	42.53	85.06
173	2.00 Each	Knoll DS1WM36--612 Overhead Wall Mount Bracket, 36W OPTION: 612:PAINT- Medium Metallic Grey (smooth) Mark Line For: Tag TG: WS1 Tag L3: WS1	43.79	87.58
174	2.00 Each	Knoll QJ18597VDS3--612T-98-98-(KEYALIKE)-(LOCK2) Horizon Overhead Cabinet with 2 Laminate Flip-Up Doors, 66W, with Lock OPTION: 612T:PAINT- Medium Metallic Grey (textured) OPTION: 98:DOOR- Studio White OPTION: 98:DOOR EDGE- Studio White OPTION: (KEYALIKE):LOCK- Keyed Alike OPTION: (LOCK2):Specify 2 lock cores & keys separately Mark Line For: Tag TG: WS1 Tag L3: WS1	764.82	1,529.64
175	1.00 Each	Knoll KSPEC2 Set of 2 cores/keys (black)	0.00	0.00
176	1.00 Each	Knoll DE18PCNP Power Connector, 2+2 Shared Neutrals, 12" no Post Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	38.75	38.75
177	1.00 Each	Knoll DE18PCWP Power Connector, 2+2 Shared Neutrals, 15" with Post Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	39.69	39.69
178	1.00 Each	Knoll DE18PJ30NP Power Jumper, 2+2 Shared Neutrals, 30" Panel Mark Line For: Tag TG: WS1.2	52.92	52.92

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		Tag L3: WS1.2		
179	2.00 Each	Knoll DE18PM30 Power Module, 2+2 Shared Neutrals, 30"W Panel Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	64.89	129.78
180	2.00 Each	Knoll DE18PM36 Power Module, 2+2 Shared Neutrals, 36"W Panel Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	66.15	132.30
181	1.00 Each	Knoll DE18RBI56 Base Power Infeed, 2+2 Shared Neutrals, 56" (reversible) Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	131.04	131.04
182	1.00 Each	Knoll DP8PPC Panel to Panel Connector, In Line, 10 Pack Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	9.14	9.14
183	1.00 Each	Knoll KBWS54 k. base Worksurface Stiffener, 50W, for use with 66W (63" and 64") tops Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	38.43	38.43
184	1.00 Each	Knoll DB1C18L--115T Cantilever Bracket, Left, 18"D, Single Pack OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	24.57	24.57
185	1.00 Each	Knoll DB1C24R--115T Cantilever Bracket, Right, 24"D, Single Pack OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	33.08	33.08
186	2.00 Each	Knoll DE1DR1SP--115 Duplex Circuit 1 - Single Pack OPTION: 115:PAINT- Medium Grey Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	19.53	39.06
187	2.00	Knoll	19.53	39.06

	Each	DE1DR2SP--115 Duplex Circuit 2 - Single Pack OPTION: 115:PAINT- Medium Grey Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2		
188	2.00 Each	Knoll DP5PE42--115T Panel End Assembly, 42H, metal flat OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	31.82	63.64
189	3.00 Each	Knoll DP5TCTSP--115T Panel-to-Panel Top Cap Transition, used with metal flat - Single Pack OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	2.84	8.52
190	1.00 Each	Knoll DP8CPA4225--115T Two Way Post Assembly "L", 42H, Horizon, metal flat, Top Way OPTION: 115T:PAINT- Medium Grey (Textured) Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	75.60	75.60
191	1.00 Each	Knoll D1R6024N--(CORE)-98-(CORE)-98 Worksurface, Rectangular, 60Wx24D, no grommet OPTION: (CORE):Core Laminates OPTION: 98:LAM- Studio White OPTION: (CORE):Core Edgebands OPTION: 98:EDGE- Studio White Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	169.79	169.79
192	1.00 Each	Knoll DS4PFL24BB--(CORE)-612-(KEYALIKE)-(LOCK) Dividends Series 2 Floorstanding Pedestal, 15Wx24D, File/File, with Back, Recessed Pull, with lock OPTION: (CORE):Core Paints OPTION: 612:PAINT- Medium Metallic Grey (smooth) OPTION: (KEYALIKE):LOCK- Keyed Alike OPTION: (LOCK):Specify lock core & key separately Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	377.69	377.69
193	1.00 Each	Knoll DS4PFL24AB--~-(CORE)-612-(KEYALIKE)-(LOCK) Dividends Series 2 Floorstanding Pedestal, 15Wx24D, Box/Box/File, with Back, Recessed Pull, with lock	396.27	396.27

		OPTION: ~:Standard box drawer sides OPTION: (CORE):Core Paints OPTION: 612:PAINT- Medium Metallic Grey (smooth) OPTION: (KEYALIKE):LOCK- Keyed Alike OPTION: (LOCK):Specify lock core & key separately Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2		
194	1.00 Each	Knoll KBCEA30GD--(70)-(1)-KBB k. base, 30D, Height Adjustable Table Base, C-Leg, Standard Electric, Adjustable Width Base, with glides, with digital switch OPTION: (70):For use with 70W Top OPTION: (1):Desk Height (29H) OPTION: KBB:BASE- Black Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	624.02	624.02
195	1.00 Each	Knoll KBTDR7029N--(LAM)-98-98 Dividends Worksurface, Rectangular, 70Wx30D, no grommet (for use with k. base) OPTION: (LAM):Laminate OPTION: 98:LAM- Studio White OPTION: 98:EDGE- Studio White Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	243.50	243.50
196	3.00 Each	Knoll DP8CMMRR4230--5-115T-K-(CORE)-115T-(W1077)-W107711 Preconfigured Panel, Topway, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 42Hx30W OPTION: 5:TOPCAP- Flat Metal OPTION: 115T:TOPCAP- Medium Grey (Textured) OPTION: K:RACE- with Knockouts OPTION: (CORE):Core Paints OPTION: 115T:RACE- Medium Grey (Textured) OPTION: (W1077):FABRIC- Element (Gr10) OPTION: W107711:COL- Zinc Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2	252.32	756.96
197	2.00 Each	Knoll DP8CMMRR4236--5-115T-K-(CORE)-115T-(W1077)-W107711 Preconfigured Panel, Topway, Monolithic/Monolithic, Fabric to Raceway Side 1 & 2, 42Hx36W OPTION: 5:TOPCAP- Flat Metal OPTION: 115T:TOPCAP- Medium Grey (Textured) OPTION: K:RACE- with Knockouts OPTION: (CORE):Core Paints OPTION: 115T:RACE- Medium Grey (Textured)	274.68	549.36

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		OPTION: (W1077):FABRIC- Element (Gr10) OPTION: W107711:COL- Zinc Mark Line For: Tag TG: WS1.2 Tag L3: WS1.2		
198	2.00 Each	Knoll KBWS48 k. base Worksurface Stiffener, 44W, for use with 60W (57" and 58") tops Mark Line For: Tag TG: WS2 Tag L3: WS2	36.86	73.72
199	2.00 Each	Knoll KBCEA30GD--(70)-(1)-KBB k. base, 30D, Height Adjustable Table Base, C-Leg, Standard Electric, Adjustable Width Base, with glides, with digital switch OPTION: (70):For use with 70W Top OPTION: (1):Desk Height (29H) OPTION: KBB:BASE- Black Mark Line For: Tag TG: WS2 Tag L3: WS2	624.02	1,248.04
200	2.00 Each	Knoll KBTRR7029N--(L)-98-98 Reff Profiles Worksurface, Rectangular, 70Wx29D, no grommet (for use with k. base) OPTION: (L):Laminate OPTION: 98:LAM- Studio White OPTION: 98:EDGE- Studio White Mark Line For: Tag TG: WS2 Tag L3: WS2	285.71	571.42
201	2.00 Each	Knoll KSPEC4 Set of 4 cores/keys (black) Mark Line For: Tag TG: WS2 Tag L3: WS2	0.00	0.00
202	2.00 Each	Knoll DS1WM30--612 Overhead Wall Mount Bracket, 30W OPTION: 612:PAINT- Medium Metallic Grey (smooth) Mark Line For: Tag TG: WS2 Tag L3: WS2	42.53	85.06
203	2.00 Each	Knoll DS1WM36--612 Overhead Wall Mount Bracket, 36W OPTION: 612:PAINT- Medium Metallic Grey (smooth) Mark Line For: Tag TG: WS2 Tag L3: WS2	43.79	87.58
204	2.00 Each	Knoll QJ18597VDS3--612T-LBA-LBA-(KEYALIKE)-(LOCK2)	764.82	1,529.64

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		Horizon Overhead Cabinet with 2 Laminate Flip-Up Doors, 66W, with Lock OPTION: 612T:PAINT- Medium Metallic Grey (textured) OPTION: LBA:DOOR- Clear on Ash OPTION: LBA:DOOR EDGE- Clear on Ash OPTION: (KEYALIKE):LOCK- Keyed Alike OPTION: (LOCK2):Specify 2 lock cores & keys separately Mark Line For: Tag TG: WS2 Tag L3: WS2		
205	2.00 Each	Knoll RSDHC3--612 Base Support Column, 3" diameter OPTION: 612:PAINT- Medium Metallic Grey Mark Line For: Tag TG: WS2 Tag L3: WS2	210.11	420.22
206	4.00 Each	Knoll RPDHB16--(L)-(CORE)-LBA Pedestal Back, 16Wx28-3/8H, for 28-3/8" planning OPTION: (L):Laminate OPTION: (CORE):Core Laminates OPTION: LBA:LAM- Clear On Ash Mark Line For: Tag TG: WS2 Tag L3: WS2	123.48	493.92
207	2.00 Each	Knoll RSD662--N-~-(L)-(CORE)-98-98 Worksurface, Rectangular, 66Wx24Dx1-1/2H OPTION: N:No Grommet OPTION: ~:No grommet finish necessary OPTION: (L):TOP- Laminate OPTION: (CORE):Core Laminates OPTION: 98:LAM- Studio White OPTION: 98:EDGE- Studio White Mark Line For: Tag TG: WS2 Tag L3: WS2	277.83	555.66
208	2.00 Each	Knoll RP162J--(L)-(CORE)-LBA-(L)-(CORE)-LBA-M-T-612-L-B-(KEYALIKE)-(LOCK) Pedestal, Box/Box/File, 16Wx23Dx28-3/8H, Flush Base, for 28-3/8" planning OPTION: (L):CASE- Laminate OPTION: (CORE):Core Laminates OPTION: LBA:LAM- Clear On Ash OPTION: (L):FRONT- Laminate OPTION: (CORE):Core Laminates OPTION: LBA:LAM- Clear On Ash OPTION: M:INT- Metal OPTION: T:Tab Pull OPTION: 612:PULL- Medium Metallic Grey	676.31	1,352.62